



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**INFORMATION TECHNOLOGY (I.T.) ONGOING
SUPPORT SERVICES**

CATS TORFP PROJECT NUMBER G20P9200102

State Retirement Agency of Maryland

ISSUE DATE: APRIL 29, 2009

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION.....	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	5
1.2 TO AGREEMENT.....	5
1.3 TO PROPOSAL SUBMISSIONS.....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS.....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE).....	5
1.6 CONFLICT OF INTEREST.....	5
1.7 NON-DISCLOSURE AGREEMENT.....	6
1.8 LIMITATION OF LIABILITY CEILING.....	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	6
SECTION 2 – SCOPE OF WORK.....	6
2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND.....	6
2.2 PROFESSIONAL DEVELOPMENT.....	8
2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES.....	8
2.4 PERFORMANCE EVALUATION AND STANDARDS.....	10
2.5 MITIGATION PROCEDURES.....	11
2.6 WORK HOURS.....	11
2.7 DELIVERABLES.....	11
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	11
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....	13
2.10 TO CONTRACTOR EXPERTISE REQUIRED.....	14
2.11 SUBSTITUTION OF PERSONNEL.....	15
2.12 NON-PERFORMANCE OF PERSONNEL.....	15
2.13 INVOICING.....	15
2.14 MBE PARTICIPATION REPORTS.....	15
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....	17
3.1 REQUIRED RESPONSE.....	17
3.2 FORMAT.....	17
4.1 EVALUATION CRITERIA.....	20
4.2 TECHNICAL CRITERIA.....	20
4.3 SELECTION PROCEDURES.....	20
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	20
ATTACHMENT 1 - PRICE PROPOSAL.....	21
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....	22
ATTACHMENT 3 - TASK ORDER AGREEMENT.....	31
ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	34
ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....	35
ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE.....	37
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR).....	39
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	40
ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....	42
EXHIBIT A.....	44

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

TORFP NAME:	Information Technology (I.T.) Ongoing Support Services
FUNCTIONAL AREA:	Information Systems, Pension Systems Administration (CATS Functional Area 5)
TORFP ISSUE DATE:	04/29/2009
Closing Date and Time:	06/04/2009 at 11:00 AM
TORFP Issuing Office:	State Retirement Agency of Maryland (SRA)
Questions and Proposals are to be sent to:	Ms. Cathie L. Nash, CPPB Senior Procurement Officer procurement@sra.state.md.us
TO Procurement Officer	Ms. Cathie L. Nash, CPPB Senior Procurement Officer Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704 cnash@sra.state.md.us
TO Manager:	Mr. Calvin T. Kiser Deputy Chief Information Systems Officer Office Phone Number: 410-625-5530 Office FAX Number: 410-468-1652 ckiser@sra.state.md.us
Project Number:	G20P9200102
TO Type:	Time and Materials with a not-to-exceed limit
Period of Performance:	Date of Award, on or about August 1, 2009, until December 31, 2010
MBE Goal:	20 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Retirement Agency of Maryland 120 E. Baltimore Street, 12 th floor Baltimore, MD 21202

State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	State Retirement Agency of Maryland 120 E. Baltimore Street, 12 th floor Baltimore, MD 21202
TO Pre-Proposal Conference:	State Retirement Agency of Maryland SunTrust Building 120 E. Baltimore Street Baltimore, MD 21202 05/15/2009 at 09:00 AM See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Maryland State Retirement Agency's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #G20P9200102. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # G20P9200102 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # G20P9200102 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 120 E. Baltimore Street, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachments 7 and 8.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

The State Retirement Agency of Maryland (SRA or Agency) is issuing this CATS TORFP to obtain on-site Information Technology (I.T.) Ongoing Support Services to support the operation and maintenance of the Legacy Pension System (LPS), which is managed by SRA and runs on the mainframe at the Annapolis Data Center. This procurement will obtain the services of four (4) full time technical staff members to support LPS, a largely COBOL-based system, until it is replaced by a new system using different technologies that will run on servers at SRA's data center. The transition away from LPS use is anticipated to occur in July 2010, and this procurement will formerly terminate shortly after the replacement system goes into Production status and the LPS is retired. SRA expects a continual use of four (4) full time people with the potential need for one (1) additional Computer Specialist during the transition in operating systems (temporary period) addressed more fully below. SRA reserves the right, at its sole option, to require the TO Contractor to provide this additional support personnel at such time when, as, and if necessary to accommodate an increased workload during this transition. This contract will be time-and-materials based with a not-to-exceed limit.

2.1.2 REQUESTING AGENCY INFORMATION

The SRA, on behalf of the State Retirement and Pension System of Maryland (System), is the administrator of a multi-employer public employee retirement system. This system provides retirement allowances and other benefits to State employees, teachers, judges, legislators, and employees of participating governmental units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State. SRA has a two-fold mission: (1) to administer benefits of the System's participants and (2) to ensure that sufficient assets are available to fund the benefits when due. This entails:

- Effectively communicating with all retirement plan participants to inform and educate them about planning and preparing for all aspects of their future retirement.
- Accurately and timely paying retirement allowances to the System's retirees and their beneficiaries, and refunds to those who withdraw from the programs.
- Prudently investing System assets in a well-diversified manner to optimize long-term returns while controlling risk.
- Efficiently collecting the required employer and member contributions necessary to fund the System.

SRA has close to 200 employees, all based at the offices in Baltimore, Maryland with a small remote office in Annapolis for use as needed. The value of the assets of the System is approximately \$27 billion, making it one of the larger public retirement funds in the country.

There are approximately 100,000 payments issued monthly to retirees and beneficiaries, and approximately 300,000 active members for whom the Agency performs payroll and retirement / pension processing. In addition to the State itself as an employer, the Agency works with approximately 115 local eligible governmental units who voluntarily participate in the distinct retirement and pension program groups administered by the Agency. The Agency's Comprehensive Annual Financial Report (CAFR) lists all PGUs and can be found on the Agency's public web site. Members of the State Retirement and Pension System of Maryland participate in one of the following systems, each of which is also summarized in the CAFR:

- Teachers' Retirement System
- Teachers' Pension System
- Employees' Retirement System, which includes subsystems:
 - Legislative Pension Plan
 - Correctional Officers' Retirement System
- Employees' Pension System
- Judges' Retirement System
- State Police Retirement System
- Local Fire and Police System
- Law Enforcement Officers' Pension System

Multiple plan levels may exist within a system. SRA administers approximately 40 separate retirement and pension programs and each plan has a unique set of provisions that impact enrollment, eligibility, and the calculation of benefits. In addition, these programs frequently permit transfers among the programs to support the membership and the citizens of the State. In the most recent (Fiscal Year 2008) benchmarking study within the public retirement industry, SRA's inventory of pension programs was determined to be of above-average complexity among peers. This study further indicated that SRA's member service delivery levels are also above-average. Consequently, the mission-related application systems that support SRA are commensurately complex.

2.1.3 PROJECT BACKGROUND

SRA's Information Systems (IS) Division is comprised of approximately 30 people, including State employees and contract personnel. Within IS, approximately 14 people are engaged in developing and maintaining application systems. This procurement will provide critical services to Systems Development, with a strong but not exclusive focus on applications supporting the Administration Division of SRA, which is the largest division within the Agency and handles the administration of pensions and benefits for active and retired members and their beneficiaries.

The Agency, by and through its LPS, processes more than 100,000 retiree and beneficiary payments monthly along with performing active payroll and retirement/pension processing for more than 300,000 members. In addition to the LPS itself, over twenty-five key external interfaces and key external reports will be supported by the TO Contractor pursuant to this TORFP.

SRA mainframe core production programs, as well as ad-hoc software programs, were predominantly written in OS COBOL (COB74). However there are also programs written in VS COBOLII (COB85), DYL280, Mark IV, and RPG. For the most part, the code was originally developed between the years of 1973 and 1975, and has been heavily modified since that time. All COBOL programs have been re-written to run under MVS COBOL, but they all retain their original structure.

2.2 PROFESSIONAL DEVELOPMENT

Software development skills continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by SRA or anticipated to be implemented by SRA in the near future. With SRA prior approval, the time allocated to these continuing education activities for staff deployed to SRA on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

- A. Analyze existing program logic (note that some source code is over thirty years old and the highly modified coding may not follow "structured" techniques);
- B. Identify the optimal time, resource and cost effective means to implement changes to processing logic;
- C. Clearly communicate suggested system modifications to SRA client and technical personnel, gain user acceptance of modifications in advance of coding, execution and testing;
- D. Develop and execute stringent regression testing plans; and,
- E. Prepare documentation of changes and test results that demonstrate objects modified work correctly and that objects not modified will not be adversely affected by modified objects. The documentation should be in a narrative format which can be easily interpreted by SRA personnel.

The TO Contractor, on an on-going basis, shall provide the ability to support and modify application programs while utilizing structured software development techniques, including:

- A. MVS COBOL, Mark IV, RPG, and DYL programs;
- B. VSAM and sequential files;
- C. JCL for jobs executing legacy pension applications that are currently run on an Amdahl 2062C mainframe running the ZOS 1.4 operating system;
- D. Programs and scripts that perform the routine conversion of data between EBCDIC and ASCII formats; and,
- E. FTP utility programs to transfer files among systems;

The TO Contractor shall be proficient with standard Microsoft Office software products such as:

- A. MS-EXCEL software which will be used to facilitate compilation, review and reconciliation for testing pension application modifications;
- B. MS-WORD word-processing software which will be used for documentation;
- C. MS-ACCESS data base system (some VBA and/or SQL helpful);
- D. MS-PROJECT for routine project management and reporting functions; and,
- E. MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.

The TO Contractor will provide continuous on-site staffing to consist of one (1) Program Manager and three (3) Programmers/Analysts. While there may be short-term duration projects assigned to Agency Staff the majority of work described in this TORFP is expected to be staffed and performed by the TO Contractor.

The TO Contractor shall ensure the successful completion of and be responsible for all the activities in the Scope of Work including, but not limited to, the following:

1. **Routine Job Processing** - involves scheduling, submitting, and monitoring the execution of approximately twelve hundred (1200) jobs per year. This is “time of the essence processing” and prompt corrective action shall be taken if a job “abends”. In addition, support requires frequent client interface to perform the following services: problem analysis; explain system processing logic; perform error correction processes; and, train new client users.
2. **Customer Service Request Task Execution** - Agency Customer Service Requests are generated by SRA administrators. A Service Request is used to initiate system modifications and to ensure pension system compliance with applicable laws and regulations, policy, special reporting, health care plan reporting, tax withholding, and other one-time and on-going requirements. Service Requests may also address specific internal and external customer requirements such as changes to meet new reporting and /or changes to interfaces with external parties and agencies. In addition, technical Service Requests may be initiated to adapt the applications to comply with changes within the computing environments (i.e., network changes, processor changes, operating system changes, procedural changes, etc.).

It is anticipated that a new category of Service Requests will be initiated as a result of the replacement system, which has not yet been developed. This set of service requests will be used to extract and convert data to new formats and to populate new data structures.

The TO Contractor shall complete and implement approximately 150 formal Customer Service Requests per year. It is anticipated that a number of less formal, short duration changes or requests will also be required. The exact number of Customer Service Requests cannot be predicted. The number of requests is dependent on changes in legislation made throughout the fiscal year, in-house client activities, external payroll client activities, and other factors. The TO Contractor shall follow a standard software development life cycle approach that provides firm phases and milestones for completion of the larger, more formal Service Request phases such as initial scope determination, analysis, requirements definition, design, development, testing, and implementation.

Software modifications to legacy software should be completed using structured programming techniques wherever practical. While the current structure is dated, the Agency needs to maintain the existing system while deploying more contemporary practices.

The TO Contractor shall provide thorough testing of the application, including but not limited to regression testing sufficient to ensure that modifications made to the program code did not cause unintended logic or data changes in the system.

3. **AD Hoc Technical Support** - The TO Contractor shall complete unanticipated or unscheduled smaller tasks requiring a minimal level of effort (typically 8 hours or less). This includes unscheduled technical tasks such as media conversion or minor data extracts. The level of effort on each task is considered small enough to not warrant a service request and/or formal project planning and control.

The TO Contractor is required to track and report all Ad Hoc Support Tasks on the Monthly Status Report.

4. **Team/Project Management** - The TO Contractor shall perform project and team management. This shall include planning and directing Legacy Pension Application maintenance and development efforts, serving as a liaison to SRA Management, coordinating activities of teams (Contract personnel and Agency staff) routine informal (oral/written) reporting of progress and issues, and formal delivery of periodic Contractor Progress Reports in the designated format.
5. **Project Work Planning** – As appropriate, the TO Contractor shall perform all phases of project work planning and control. This includes detailing the approach, estimating resources and timelines, gaining approvals, reporting progress, acting on schedule/staffing issues, providing information and documentation, coordinating activities of others, etc.

The following tasks are representative of the reoccurring tasks that warrant being included in the Project Work Plan:

Monthly:

Month-End Routine Processing

Quarterly:

Quarter-End Routine Processing

Annually:

Update Service Credit and Interest Contributions Work Book

Produce Pro-Forma Personal Statement of Benefits

Complete Periodic Updates to the Internal Revenue Service, State of Maryland, and local tax rate and withholdings schedule tables

Add and Delete Health Care Plans and update annual rates

Complete Annual (Year-End) Processing

The TO Contractor shall estimate, plan, and document the number of Service Requests to be completed per month/quarter.

6. **Monthly Progress Reports**. The TO Contractor shall provide a monthly report of all open (in progress as well as not started), closed, and cancelled project tasks including Customer Service Requests. The TO Contractor shall provide all reports in writing. The TO Contractor shall provide a copy of these reports in an Agency standard software product such as Microsoft Word, Microsoft Excel, Microsoft Project Manager, or another software package designated by the SRA.

As previously noted, SRA is transitioning to the Maryland Pension Administration System (MPAS), which will wholly replace the Legacy Pension System (LPS). The TO Contractor may be required to provide services and expertise to assist SRA in effecting a smooth transition to this new operating system. The TO Contractor may be required to work with the business users of the Agency, provide assistance with data conversion from LPS, or perform other assignments related to the transition. MPAS is currently under development, and is expected to enter the parallel processing stage at the end of calendar year 2009, with anticipated elevation to Production status in July 2010. The parallel processing period may require considerable data conversion and verification activity. At SRA's sole option, the Agency may require the TO Contractor to provide one (1) additional Computer Specialist to support the Agency during this transition from LPS to MPAS. The additional support personnel (Computer Specialist) required to perform these transitional tasks must possess knowledge of LPS and SRA, and familiarity with the MPAS project would be desirable. SRA shall give TO Contractor ten (10) days advance notice of the required start date for such additional personnel.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. These evaluations will directly relate to the accuracy and speed with which software

modifications and support tasks were performed, as demonstrated by the Agency's testing and change management procedures for the Legacy Pension System, and the ability of personnel to effectively operate within the Agency's Systems Development and Pension Systems Operations team structure.

2.5 MITIGATION PROCEDURES

Should there be performance issues related to any TO Contractor personnel, the TO Manager shall give written notice to the TO Contractor clearly describing the problem and delineating remediation requirements. The TO Contractor shall respond with a written remediation plan within 10 business days and implement the plan immediately upon written acceptance by the TO Manager. If performance issues persist, SRA may require removal of the individual from the TO Agreement. Notwithstanding this process, the Agency at its sole discretion reserves the right to request more expeditious removal, up to immediate removal, depending on the severity of the personnel's performance deficiency.

2.6 WORK HOURS

- A. The TO Contractor's assigned personnel will work an eight-hour day (generally 8:00 AM until 4:30 PM), Monday through Friday except for State holidays. Personnel will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support.
- B. Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.7 DELIVERABLES

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

B. Weekly Status Report

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

The Agency is the custodian for a considerable volume of non-public personal information (NPPI) of both members and retirees of the retirement and pension systems. NPPI is defined as any personally-identifiable information the Agency collects and stores, from employers, employees, and / or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, balances, and other information provided in confidence related to retirement and pension programs administered by the Agency. In addition, the fact that an individual is a member or retiree of the Agency-administered programs is itself considered NPPI.

The TO Contractor, its employees, and subcontractors will be required to attest that they understand that the Agency retains NPPI and that all such NPPI will be protected by the TO Contractor at all times. At no time shall NPPI be removed, in any format, including but not limited to remote electronic access, from the Agency's premises except as specifically approved in writing by the Agency on a case-by-case basis, and such information must be protected at all times when on-site at the Agency. Specific proposed terms and conditions will be included in the subsequent contract between the Agency and the TO Contractor (see Attachments 7 and 8 of this TORFP). If there are any inconsistencies between this Section 2.8 of this TORFP and the attached Non-disclosure Agreements, the terms of this Section 2.8 shall control.

Notwithstanding any other condition, the following terms will apply:

1. Breach of confidentiality shall be cause for immediate cancellation of the contract with the TO Contractor, should the Agency choose unilaterally to do so.
2. The Agency shall determine what Agency-related information falls within the definition of confidential information, including but not limited to NPPI, based on laws and regulations in force. Absent specific guidance from the Agency to the contrary, all information must be treated by the TO Contractor as confidential information.
3. The TO Contractor shall perform background checks on all of its employees who have any access to such information, and shall have policies and procedures in place that specifically require its employees or subcontractors, which may have access to confidential information, to maintain the confidentiality of such information.
4. The TO Contractor shall provide for the physical and electronic security of confidential information at all times when information is under the TO Contractor's control, capable at a minimum to affirmatively determine if and when such non-public personal information may have been breached.
 - a. Upon request by the Agency, the TO Contractor shall disclose to the Agency what safeguards it has in place to secure confidential information, to the extent that such disclosure does not compromise the TO Contractor's own confidential or proprietary information, but sufficient to assure the Agency that the Agency's confidential information is secure.
 - b. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the agreement, in a mutually acceptable manner, to include review of TO Contractor audits, summaries of test results, or other equivalent evaluations.
 - c. The TO Contractor shall not make copies of any the Agency-supplied information, except as required for back-up or redundancy, and shall destroy or return to the Agency any information that is no longer necessary for the TO Contractor to fulfill its obligations. In no event shall any data survive the end of a contract and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
5. The TO Contractor will not, under any circumstances, subcontract its responsibilities under this contract without the expressed prior written consent of SRA. In the event that consent is granted by SRA, the TO Contractor remains responsible for ensuring that any Subcontractor agrees to and does provide at least equivalent safeguards of confidential information to those of the TO Contractor. TO Contractor shall not

permit a subcontractor to commence work on the contract until the TO Contractor has obtained Agency approval of the subcontractor safeguards. Notwithstanding any subcontract, TO Contractor shall remain responsible for safeguarding the Agency's confidential information.

6. The TO Contractor shall immediately and affirmatively notify the Agency by telephone and in writing in the event that a breach of the Agency's confidential information occurred, or if there are indications that a breach may have occurred, and shall fully and completely inform the Agency of available details of the potential or confirmed breach.
 - a. The TO Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's confidential information and shall remain in frequent, regular contact with the Agency regarding the incident.
 - b. The TO Contractor must take prompt action to remedy conditions that may have caused a breach, or to address conditions that have been identified to them that have reasonable potential to cause a breach.
7. TO Contractor personnel shall not connect non-SRA equipment to the Agency's computing resources without prior written approval by the TO Manager.
8. Terms related to confidentiality provisions shall survive the termination of any contract, including this TO Agreement.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor's proposed staff must document a professional level of expertise, and demonstrate the associated skills, as described in the position classifications below:

Program Manager

Program Managers shall perform project management tasks with oversight and coordination of the TO Contractor's development team. These individuals shall participate in all phases of software development and support, including analysis, requirements definition, design, programming, testing, implementation, documentation and all steps involved in successful change management.

Individuals in this category shall have a minimum of **10 years** software development, technical and project management experience which includes extensive experience in: OS COBOL(COB 74) and VS COBOL II (COB85), MVS COBOL, CICS, MARK IV, DYL 280 programming. Program Managers shall possess and demonstrate expertise with IBM Mainframe file structures, code management tools, and software utilities such as TSO, Xpediter, FileAid, Version merger, JCL, Librarian and VSAM, TCP/IP FTP and CICS.

Individuals in this category shall have analytical and business skills so as to interpret the impact of applicable laws, regulations, SRA policy and IRS publications on legacy pension systems. Program Managers shall be proven and repeatedly successful with design, implementation and testing. These individuals shall be good communicators and able to effectively transfer thoughts and concepts to a variety of audiences (technical, client, management, team members). Individuals in this category shall also possess the skill set specified below for a Computer Specialist.

Work experience in retirement and pension applications is strongly desired.

Senior Programmer [or Senior Analyst Programmer]

Individuals in this category participate in all phases of software development and maintenance. Emphasis is on analysis, programming, testing, and documentation. These individuals shall have a minimum of **5 years** technical experience that includes extensive experience in: OS COBOL (COB 74) and VS COBOL II(COB85), MVS COBOL, CICS, MARK IV, DYL 280 programming. These individuals shall demonstrate expertise in an IBM Mainframe environment using TSO, Xpediter, FileAid, Version merger, JCL, Librarian and VSAM, TCP/IP, FTP utilities.

Work experience in retirement and pension applications is strongly desired.

Computer Specialist

The Computer Specialist participates in all phases of software development and support, including analysis, requirements definition, design, programming, testing, implementation, documentation and all steps involved in successful change management.

Individuals in this category shall have a minimum of **10 years** software development, technical and project management experience which includes extensive experience in: OS COBOL(COB 74) and VS COBOL II (COB85), MVS COBOL, CICS, MARK IV, DYL 280 programming. Computer Specialists shall possess and demonstrate expertise with IBM Mainframe file structures, code management tools, and software utilities such as TSO, Xpediter, FileAid, Version merger, JCL, Librarian and VSAM, TCP/IP FTP and CICS.

Individuals in this category shall have analytical and business skills so as to interpret the impact of applicable laws, regulations, SRA policy and IRS publications on legacy pension systems. Computer Specialists shall be proven and repeatedly successful with design, implementation and testing. These individuals shall be good communicators and able to effectively transfer thoughts and concepts to a variety of audiences (technical, client, management, team members).

Work experience in retirement and pension applications is strongly desired.

All personnel utilized by the TO Contractor in the performance of the TO Agreement shall work continuously for the duration of the Contract so long as performance is satisfactory to the TO Manager, subject to these terms:

1. Should the TO Contractor wish to substitute personnel other than those designated as “Key Personnel” on the TO Agreement, the TO Contractor must provide at least 5 days advance notice of the proposed substitution to the TO Manager. TO Contractor must provide SRA with detailed credentials of any proposed new personnel, and the credentials must be equivalent or superior to the incumbent. SRA reserves the right to interview, and accept or reject the proposed substitute personnel. TO Contractor may not replace personnel without the approval of SRA. Those individuals designated as Key Personnel, are persons whose credentials are critical in the Master Contractor’s opinion to the ongoing success of the TO Agreement. Key Personnel shall not be removed from the TO Agreement without the prior approval, in writing if practicable, of SRA.
2. The TO Contractor must provide training for substitute personnel in both the technical and business requirements of this TORFP, at the TO Contractor’s expense, to a level at which the individual is capable of functioning as a productive member of the SRA systems development team.

The TO Contractor will ensure that all personnel assigned to the TO Agreement with SRA are cross-trained in essential activities and skills as necessary to ensure continuity of work performed on the TO Agreement. All TO Contractor personnel will be required to complete any necessary paperwork for security access to both the SRA physical facility and SRA computing resources; refusal to do so shall constitute grounds for default by the TO Contractor. All TO Contractor personnel will be required to wear, within plain sight and at all times while on SRA premises, a badge identifying them by their name and the Master TO Contractor’s name. All TO Contractor personnel must also adhere to the Agency dress code, which will be provided to the TO Contractor.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services, including:

- Systems development and application skills and experience as described in Section 2.3 above.
- Familiarity with application functions similar to those performed by SRA.

The proposal should provide detail on how the Master Contractor meets all minimum qualifications. In addition to the requisite technical and business skills, it is preferable that proposed staff have personal experience working with public pensions systems and retirement applications.

2.11 SUBSTITUTION OF PERSONNEL

The Master Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8, and in Section 2.9 of this TORFP.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that SRA is dissatisfied with the TO Contractor’s personnel for not performing to the specified standards specified in Section 2.3, the TO Contractor personnel may be removed at the TO Manager’s discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.7B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify State Retirement Agency of Maryland, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to State Retirement Agency of Maryland at the following address:

Mr. Calvin T. Kiser, Deputy Chief Information Systems Officer
 State Retirement Agency of Maryland
 120 E. Baltimore Street
 Baltimore, MD 21202
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation

form (Attachment 2, Form D-5) to SRA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SRA. SRA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required skills in Section 2.9.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.

- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address)

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1 including the rates to be applied for each Labor Category multiplied by the stated number of hours. The Master Contractor shall indicate the fixed hourly labor category rate for each labor category indicated. Proposed rates are not to exceed the rates defined in the Master Contract. Please note that the number of class hours stated on Attachment 1 is an approximation provided by the Agency for this project, and represent the maximum total class hours. These hours correspond to the estimated hours for the full duration of the proposed TO Agreement, which is 14 months. The actual duration of the TO Agreement is dependent on the Agency's actual schedule of replacing the Legacy Pension System, and the hours listed are not a guarantee that the Master Contractor will be required to provide services and be paid for the hours stated herein. For each Labor Category, including sub-categories in each pay grade, multiply the respective labor rate by the stated number of hours to derive the total cost for each category, and then add these together to derive the Total Evaluated Price for the Financial Proposal.
- C) Please note that two Total Evaluated Prices shall be listed on the completed Financial Proposal. The first Total Evaluated Price shall represent the Master Contractors price proposal for the four full time contractor

personnel. The second Total Evaluated Price shall represent the Master Contractors price proposal for the four full time contractor personnel, and shall also include the additional cost of the proposed optional Computer Specialist.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, SRA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

A) Qualifications and Experience

1. Skills and Experience, both technical and business, of proposed contractor personnel
2. Experience of the Master Contractor with pension and retirement related clients
3. General Experience of the Master Contractor

B) Key Personnel

The Master Contractor shall identify in its proposal any proposed personnel considered to be “Key Personnel” who may not be removed from the contract without the prior approval of the SRA.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors’ proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit and credentials will be given greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # G20P9200102

Descriptive titles of each labor category being proposed have been listed. Enter proposed rates in Column A for each category. The maximum total class hours have been allocated in Column B. Complete Column C by multiplying the hours in Column B by each respective rate in Column A. Remember to complete the Total Evaluated Price for both charts below, the later includes the cost for a potential Computer Specialist to be added at the sole discretion of the SRA. PLEASE NOTE: The estimated class hours are solely for evaluation purposes; actual hours are likely to vary.

Labor Categories	A	B	C
	Hourly Labor Rate	Estimated Class Hours	Total Proposed CATS TORFP Price
Program Manager	\$	2,500	\$
Senior Programmer / Analyst	\$	7,000	\$
(1)Total Evaluated Price			\$
Program Manager	\$	2,500	\$
Senior Programmer/ Analyst	\$	7,000	\$
Computer Specialist	\$	2,500	\$
(2)Total Evaluated Price, including the Optional Computer Specialist			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # G20P9200102

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. G20P9200102, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number G20P9200102	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	%
TOTAL WOMAN-OWNED MBE PARTICIPATION:	%
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	%

Document Prepared By: (please print or type)
 Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # G20P9200102, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:

- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 8. Offeror made the following attempts to contact personally the solicited MBEs:

- 9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

- 10. Offeror did/did not attend the pre-proposal conference

 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. G20P9200102, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS TORFP G20P9200102
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Calvin T. Kiser Deputy Chief Information Systems Officer State Retirement Agency of Maryland 120 E. Baltimore Street Baltimore, MD 21202 ckiser@sra.state.md.us	Cathie L. Nash, CPPB Senior Procurement Officer State Retirement Agency of Maryland 120 E. Baltimore Street Baltimore, MD 21202 cnash@sra.state.md.us
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP G20P9200102 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Calvin T. Kiser Deputy Chief Information Systems Officer State Retirement Agency of Maryland 120 E. Baltimore Street Baltimore, MD 21202 ckiser@sra.state.md.us	Cathie L. Nash, CPPB Senior Procurement Officer State Retirement Agency of Maryland 120 E. Baltimore Street Baltimore, MD 21202 cnash@sra.state.md.us
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS TORFP G20P9200102 OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2009 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, State Retirement Agency of Maryland.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the State Retirement Agency, as identified in the CATS TORFP # G20P9200102.
 - b. “CATS TORFP” means the Task Order Request for Proposals # G20P9200102, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **MASTER CONTRACTOR** dated December 19, 2005.
 - d. “TO Procurement Officer” means Cathie L. Nash, CPPB. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the State Retirement Agency of Maryland and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Calvin T. Kiser of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 14 months, commencing on the date of Notice to Proceed (which shall be on or about August 1, 2009) and terminating on September 30, 2010.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Retirement Agency of Maryland

By: Cathie L. Nash, CPPB, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

The State Retirement Agency of Maryland is located in the SunTrust Building
120 E. Baltimore Street Baltimore, MD 21202-6700

Contractors' Parking

The State Retirement Agency is located in the SunTrust Building at the corner of Baltimore and Calvert Streets. We are convenient to the Metro Subway and the Light Rail. Parking at your own expense is available in the SunTrust Building, as well as in numerous other garages in the area.

The hourly rates for the Sun Trust Building garage are:

0 to ½ hour	\$5
½ hour to 1 hour	\$7
1 hour to 1½ hours	\$10
1½ hours to 2 hours	\$15
2 hours to closing	\$20(max)

(Parking Garage prices subject to change without notice)

The entrance to the garage is on Calvert Street. If you park in the SunTrust Building garage, enter the garage elevator and proceed to the building lobby which is designated as floor '1'. Once in the lobby Contractor's will be required to sign in and then proceed to the 16th floor.

Coming from the north:

- Take I-83 S toward Baltimore
- Turn right on Fayette St. via Exit 1
- Turn left onto St. Paul St.
- Turn left onto E. Baltimore St.
- SunTrust building is at corner of E. Baltimore and Calvert Streets

Coming from the south:

- Take I-95 N toward Baltimore
- Take I-395 N via Exit 53 toward downtown
- Follow signs to I-395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)
- SunTrust building is at corner of Calvert and E. Baltimore Streets

Coming from the Eastern Shore:

- Take US-50 W to I-97 N (Exit 13 B)
- Take I-97 N to I-695 W Baltimore Beltway (Exit 17 A)
- Merge onto I-295 N (Exit 7 B) toward Baltimore
- Turn right onto W. Pratt St.
- Turn left onto S. Charles St.
- Turn right on E. Baltimore St.

- SunTrust building is at corner of E. Baltimore and Calvert Streets

Coming from the west:

- Take I-70 toward Baltimore
- Merge onto I-695 S/Baltimore Beltway via Exit 91 A toward I-95 S Glen Burnie
- Take I-95 N via Exit 11 A toward Baltimore
- Take I-395 N via Exit 53 toward downtown
- Follow signs to I-395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)
- SunTrust building is at corner of E. Baltimore and Calvert Streets

The entrance to the garage is located on Calvert Street. All parking fees are the responsibility of the Contractor. The State Retirement Agency of Maryland will not pay for any parking fees. Parking may also be available on the street in front of the SunTrust Building. MSRA is located in the Sun Trust building on 120 E. Baltimore, 16th Floor, Baltimore, MD 21202. All visitors to the building MUST sign in at the front desk before proceeding to MSRA.

PLEASE SEND AN EMAIL WITH THE NUMBER OF ATTENDEES TO THE PROCUREMENT OFFICE (PROCUREMENT@SRA.STATE.MD.US) BY 2:00 PM ON APRIL 13, 2009. IF SPECIAL ACCOMMODATIONS ARE REQUIRED PLEASE NOTIFY SRA IMMEDIATELY SO THAT WE CAN MAKE ANY NECESSARY AND REASONABLE ARRANGEMENTS. SRA WILL NOT REIMBURSE VENDORS FOR THEIR TRAVEL TIME, PARKING, OR OTHER EXPENSES.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP G20P9200102 for Information Technology (I.T.) Ongoing Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Cathie L. Nash, CPPB, State Retirement Agency of Maryland on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its State Retirement Agency of Maryland (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Information Technology Ongoing Support Services TORFP No. G20P9200102 **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

State Retirement Agency of Maryland:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS master contract. Requirements for TO management can be found in the CATS master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 4 – MBE Participation	

A) What is the MBE goal as a percentage of the TO value? **(If there is no MBE goal, skip to Section 5)**
%

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No **(If no, explain why)** _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No **(If no, explain why)** _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No
(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No **(If no, explain why)** _____

B) Does the change management procedure include the following?
Yes No Sections for change description, justification, and sign-off
Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?
Yes No
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?
Yes No **(If no, explain why)** _____

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____