



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

ELECTRONIC BENEFIT TRANSFER SUPPORT

OTHS/OTHS-07- 020

CATS TORFP PROJECT N00P7203782

DEPARTMENT OF HUMAN RESOURCES

OFFICE OF TECHNOLOGY FOR HUMAN RESOURCES (OTHS)

ISSUE DATE – FEBRUARY 22, 2007

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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.

TORFP Title:	Electronic Benefits Transfer Transition Support
Functional Area:	FA10 IT Mgmt. Consulting Services
TORFP Issue Date:	02/22/2007
Closing Date and Time:	03/16/2007 at 02:00PM
TORFP Issuing Agency:	Department of Human Resources, Office of Technology for Human Services
Send Questions and Proposals to:	Marilyn Evans mevans@dhr.state.md.us 1100 Eastern Blvd Essex, MD 21224 Office Phone Number: 410.238.1256 Office FAX Number: 410-238-1260
TO Procurement Officer:	Marilyn Evans Same as above
TO Manager:	Joe May 1100 Eastern Blvd Essex, MD 21224 410.238.3563 – phone 410.333.4333 - fax
TO Project Number:	OTHS/OTHS -07 - 020 ADPICS Purchase Order Number: N00P7203782
TO Type:	Time and Materials
Period of Performance:	10 months from NTP _____commencing on the date of Notice to Proceed and terminating _____.
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	DHRIS 1100 Eastern Blvd Essex, MD 21221
TO Pre-proposal Conference:	DHRIS 1100 Eastern Blvd. Essex, MD 21221 February 27, 2007 at 10:00 a.m. 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. See Section 2.8 for information on change orders.

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 Department of Human Resources' (DHR) 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 #N00P7203782. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #N00P7203782 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #N00P7203782 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

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 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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 DHRIS, 1100 Eastern Blvd Essex, MD 21221. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. 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 (TO Contractor) in the form of Attachment 10.

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 two times the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Department of Human Resources (DHR), Office of Technology for Human Services (OTHS) is seeking the services of a qualified contractor to support OTHS during the transition of its Electronic Benefits System (EBT) from an incumbent contractor to a new contractor.

The EBT system is a web-based system that supports Public Assistance and Food Stamp Benefit Programs. EBT is one of DHR's largest automation initiatives to date and a mission-critical system. As the principal State agency responsible for social services in Maryland, DHR is mandated to serve a wide range of people with complex economic and social needs. The EBT system supports this mission by serving as the gateway mechanism through which over 100,000 Maryland house holds access food stamps and over 40,000 access cash benefits.

A smooth transition and continuity of services is imperative. The successful offeror will support OTHS during the transition period by assisting DHR in the oversight of the transition activities, review of deliverables, and analysis of test results and other data. The successful offeror will provide project management support and guidance during the transition process. The specific requirements are stated in Section 2.2 of this TORFP.

Transition support services will last for one year or until the transition is complete, whichever is shorter. OTHS will notify the vendor in writing 60 days in advance of an early termination of services.

2.1.2 REQUESTING AGENCY BACKGROUND

The Department of Human Resources is Maryland's fourth largest State department. The Department was established to administer the State's public assistance, social services, child support enforcement, and community based programs. Headquarters for DHR Executive Staff is located in the Saratoga State Center at 311 West Saratoga Street, Baltimore. The Department has five major operating administrations: the Family Investment Administration (FIA), the Child Support Enforcement Administration (CSEA), the Social Services Administration (SSA), the Child Care Administration (CCA), and the Community Services Administration (CSA).

The Office of Technology for Human Services (OTHS), within the DHR, is responsible for adapting the systems to the changing business needs of the organization and for developing new or enhanced capabilities to fulfill regulatory mandates.

Technical support requirements span all phases of the Systems Development Life Cycle (SDLC) to include; requirements analysis, business process re-engineering (BPR), design, development, testing, conversion, implementation, documentation, training, maintenance, production support, enhancement, and performance tuning. Technical management requirements encompass planning, directing, and managing Contractor resources to assure satisfactory performance of Task Orders and to achieve DHR's information technology objectives.

2.1.3 PROJECT BACKGROUND

Electronic Benefits Transfer (EBT) is the distribution of cash and food stamp benefits with a debit card known as the Independence Card. This system has improved service for customers and retailers, reduced fraud, and increased administrative control.

Cash benefits are accessed through commercial point-of-sale (POS) terminals located in authorized retail stores and at automated teller machines. Food stamp benefits are only available through POS devices in food stores approved by the United States Department of Agriculture, Food and Nutrition Service.

Maryland's Electronic Benefits Transfer project was launched as a pilot program in November 1989. Maryland became the first statewide EBT program in the United States in 1993. Maryland's EBT network is made up of over 100,000 food stamp & cash customers, over 2,000 merchants and over 470,000 automated teller machines.

Additionally, customers can use the Independence Card to pay their group home expenses. Several mobile merchants and farmers markets also accept the Independence Card.

The current EBT Contractor is JPMorgan Electronic Financial Services, Inc. (EFS). DHR has issued an intent to award to a new contractor. The new contractor has a requirement for an EBT transition time period that will last (10) ten months or until the transition is complete, whichever is shorter.

As with any large-scale system transition there are a number of critical activities and requirements that must be completed to facilitate a smooth transition and to prevent any service interruptions. DHR requires the personnel resources, management oversight and services of a TO Contractor for the new contractor's transition as well as with DHR transition activities.

2.2 TECHNICAL REQUIREMENTS

The TO Contractor shall provide the following resources and services:

- Assist DHR in assembling the EBT Transition Task Force team and identify the team roles and responsibilities
- Assist DHR with the development of a responsibility matrix, and schedule of reviews and DHR activities for the transition period
- Develop, monitor, and maintain a DHR EBT transition project plan. The project plan must be updated no less than weekly
- Develop and obtain approval by DHR of a weekly status report format
- Develop and issue an EBT status report each week
- Participate in meetings with DHR and contractors on transition activities
- Identify and document project-related issues and risks using DHR's Enterprise Project Management Office (EPMO) database. Work with DHR and the contractors to address issues, risks and conflict resolution
- Coordinate with the EPMO as appropriate and apprise the EPMO of the status of the EBT transition activities no less than weekly
- Hold risk review and project status meetings no less than weekly
- Work with DHR to establish a formal deliverable review process and timeframes, and to communicate the process to key stakeholders
- Ensure that communication is taken place amongst all key stakeholders OTHS, JPMorgan, the successor contractor, locals, federal agencies, and BearingPoint QA/QC contractor
- Ensure that the decisions are made and communicated to the appropriate stakeholders in a timely manner
- Monitor adherence by the implementation contractors to the transition project schedule and notify DHR of risks and issues

- Review contractor transition in/out deliverables for completeness and adherence to contractual requirements
- Provide input and guidance to DHR for its technical reviews
- Review proposed contractor processes and procedures for completeness and adherence to industry standards as well as DHR OTHS business and technical standard
- Work with DHR subject matter and technical experts to coordinate deliverable reviews, planning and status meetings, and/or meetings to address issues or risks
- Develop a deliverable review template and obtain approval by DHR
- Review all deliverables and provide responses to DHR within three business days using the approved deliverable template
- Assist DHR with overseeing the conversion activities (Customer database and the EBT card)
- Coordinate with DHR OTHS to ensure that the successor contractor network and telecommunication connectivity are in place
- Assist DHR with coordinating the training effort
- Assist DHR with the User Acceptance Testing
- Assist DHR with Go/No Go criteria for cutover to the new contractors EBT Systems
- Document key meetings and decisions. Publish minutes within two business days of the meeting
- Maintain DHR's responsibility matrix
- Provide necessary technical expertise to complete deliverable reviews, validate data or test results
- The TO Contractor shall deliver an initial Staffing Plan with this response. The Staffing Plan must include an organization chart showing how the contractor proposes to staff the project. The Staffing Plan must name key contractor personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles, and responsibilities. The contractor shall deliver a final Staffing Plan within fifteen calendar days from the notice to proceed. Review and updates to this plan are expected as staff or staff roles change.
- The TO Contractor shall be responsible for developing and maintaining a project Communication Plan that serves as the guideline to manage transition communications across the enterprise including status reporting and other key communications. The TO Contractor shall complete the Communication Plan within 30 calendar days of the notice to proceed. The TO Contractor will develop an outline of the proposed content of the Communication Plan for DHR review and comment. The Communication Plan will be issued in draft form for DHR review. The final Communication Plan will be issued within five business days of the receipt of DHR comments.

2.2.1 PROJECT APPROACH

DHR responsibilities shall include:

- Provide technical or subject matter expertise and to sign-off/accept project deliverables
- Identify and coordinate DHR resources to participate in reviews and complete activities assigned to DHR in a timely manner
- Address issues, risks, action items, and change requests in a timely manner to facilitate adherence to the transition schedule
- Act as a liaison between the transition task force lead, the incumbent contractor, and the incoming contractor

- Consolidate review feedback and provide timely comments to the incoming contractor
- Provide the transition lead with copies of all pertinent materials in a timely manner and include the transition and QA/QC contractors in all meetings related to the transition activities
- Provide technical support and make decisions in a timely manner for the transition tasks and activities

The TO Contractor will be located at the DHRIS facility located at 1100 Eastern Blvd, Essex, Maryland. The contractor may be required to attend off-site meetings and work outside of the normal workday as required for transition completion. Work may be required at night, weekends or holidays.

The TO Contractor will propose a mix of staff and their approach to meet the needs of the State in supporting this Statement of Work (SOW) and to crosswalk these skills to relevant position descriptions outlined in the Master Contract.

The TO Contractor should clearly and concisely describe how they will meet each task outlined in the technical requirements section. The contractor's technical proposal, excluding resumes of key personnel, project plan, and required forms, is limited to 40 pages.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. .

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion:
2.2.2.1	Responsibilities Matrix	NTP + 15 Calendar Days
2.2.2.2	Project Workplan	NTP + 10 Calendar Days
2.2.2.3	Monthly Progress Reports	By the 15 th calendar day following the close of the reporting period
2.2.2.4	Deliverable Review Template	NTP +10 Calendar Days
2.2.2.5	Meeting Minutes Template	NTP +10 Calendar Days
2.2.2.6	Status Report Template	NTP +10 Calendar Days
2.2.2.7	Monthly Progress Report Template	NTP +10 Calendar Days
2.2.2.8	Staffing Plan	NTP + 30 Calendar Days
2.2.2.9	Communication Plan	NTP + 30 Calendar Days
2.2.2.10	Weekly Status Report	The first work day following the close of the reporting period for the week.

2.2.4 REQUIRED PROJECT 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. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) 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 subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall demonstrate a level of expertise and experience in the following:

- Demonstrable knowledge of industry best practices in project management

- Experience planning and overseeing multiple IT projects for governmental entities, preferably health and human services agencies
- Experience with Project management tools routinely available to government agencies—e.g., project management software
- Staffing the project with key personnel with direct knowledge and experience in service provision, state or local government
- Having documented successful experiences (references) in providing transition support of EBT or other similar service for state governmental entities. The TO Contractor shall supply a minimum of one (1) and a maximum of three (3) projects of similar size and nature. Information shall include a brief description of the project, dates of the project and whom the project was for. The information shall clearly state how the experience is of similar size and nature.
- The TO Contractor shall supply two (2) references to support the proposal. The references shall be current. Identify the name of each reference, point of contact, and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department.
- Experience with EBT systems and processes are desired.

2.4 CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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 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.

Listed below are Key skill sets for the project team as defined by the State. The intent of this information is to outline key skills necessary to successfully perform under the contract. In addition to the skill sets outlined below, submitted resumes shall conform to the skills required in position descriptions outlined in the Master Contract. It is up to the Contractor to propose the mix of staff to meet the needs of the State in supporting this effort and to crosswalk these skills to relevant position descriptions outlined in the Master Contract. Resumes must be provided for all personnel defined as key by the contractor. Experience with health and human services and EBT is desired for all positions.

Role	Education/Experience/ Skills
Project Manager	<ul style="list-style-type: none"> • Education: Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines. PMI PMP Certification is preferred. • At least (5) five years experience in Task Order based contracts • Previously having developed and successfully implemented, and operated a large-scale enterprise-wide project management office for governmental entities • At least (5) years experience and expertise in project management, transition management, administration and reporting for large-scale

	<p>system development/ replacement projects for governmental entities</p> <ul style="list-style-type: none"> • At least (5) five years experience and expertise providing ongoing operation phase consultation and project management for large-scale system development/ replacement projects for Federal or State government agencies. • Prefer but not require background with health and human services.
<p>Transition Team</p>	<ul style="list-style-type: none"> • Education: Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines • At least (2) two years experience with the review of Project Deliverables such as timelines, Project Plans (work plans), transition plans, test results and completion of written analysis of the quality of the deliverables reviewed. • At least (2) two years experience translating business/functional requirements into test scenarios. • At least (2) two years analyzing and evaluating test results to meet business/functional requirements. • At least (2) two years experience translating technical information into clear, readable documents to be used by technical and non-technical personnel.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DHR as the TO Requesting Agency, deliverable description, 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 and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to DHR at the following address: Joe May, Department of Human Resources, Office of Technology for Human Services, 1100 Eastern Blvd, Essex, MD 21221
- 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.

2.6 REPORTING

The TO Contractor and DHR shall conduct weekly progress meetings. A weekly status report will be submitted to the DHR project manager and EPMO by close of business on the Monday following the close of the period. If Monday is a holiday the report will be submitted on the next working day. The status report will include:

- Key accomplishments for the period
- Expected accomplishments for the next period
- Any items that require DHR’s attention or a decision by DHR
- A summary of risks, issues, and action items

The weekly status report will be accompanied by an updated project workplan.

A monthly project progress report shall be submitted to the project manager, Deputy CIO, and EPMO by the 15th day of the month following the closing of the period. The monthly progress report shall contain, at a minimum, the following information and will be considered a project deliverable:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the previous month.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- Updated project workplan.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER 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 of two possible responses: 1) a proposal or 2) a completed Attachment 11 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

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. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 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.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- 4) Complete and provide, at the interview, Attachment 4 – Labor Classification Personnel Resume Summary.
- C) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services 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.
- E) Proposed Facility
- 1) Contractor will be located at the DHRIS facility located at 1100 Eastern Blvd, Essex, Maryland.
- 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;

B) Attachment 1 - Completed Financial Proposal, including:

- Proposed labor category
- Number of individuals in each proposed labor category
- Number of hours per person
- Rate proposed for each labor category
- Total cost for each labor category
- Total proposed CATS TORFP price

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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, the TO Requesting Agency 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.

- The overall understanding of the work required.
- The efficiency and effectiveness of the work plan, including the approach and methodology for completing the requirements of this task order, the reporting mechanism for ensuring project schedules are met, and change control and project management methodology
- The qualifications of the proposed personnel meet or exceed the minimum qualifications set forth in the Master Contract and meet or exceed the mandatory skills defined in the TORFP
- The expertise of the contractor meets or exceeds the expertise defined in the TORFP
- Satisfactory past performance and similarity of work on engagements that the contractor has provided as references

4.3 SELECTION PROCEDURES

- A) 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.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical has greater weight.

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, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP #

N00P7203782

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# N00P7203782 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS).

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 Department of Human Resources(DHR)/Office of Technology for Human Services (OTHS), as identified in the CATS TORFP # N00P7203782 and Agency Control Number, OTHS/OTHS – 07-020
 - b. “CATS TORFP” means the Task Order Request for Proposals # N00P7203782, dated February 16, 2007, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Marilyn Evans, Procurement Officer, Department of Human Resources/Office of Technology for Human Services. 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 Department of Human Resources(DHR)/Office of Technology for Human Services(OTHS) and TO 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 Joe May, EBT Director, Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS) 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 March 9, 2007 – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated March 9, 2007 - 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 supercede 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 ten months, commencing on the date of Notice to Proceed and terminating on ten months after the Notice to Proceed.

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 \$500,000.00. 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, Department of Human Resources/Office of Technology for Human Services

By Marilyn P. Evans, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – 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 TO RESPONSE

ATTACHMENT 4 – 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 Financial 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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 4 – 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 AT THE TIME OF THE INTERVIEW

ATTACHMENT 5 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

DIRECTIONS TO DHRIS
MIDDLESEX
1100 EASTERN BOULEVARD BALTIMORE, MD 21221

From the South

- Take I-95 North (through the Fort McHenry Tunnel)
- Stay on I-95 until the intersection of I-95 and 695
- Take the exit for 695 toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

From the North

- Take I-95 south to intersection of I-95 and 695 (exit from left lane)
- Take 695 East toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

From the West

- Take I-70 East to intersection of I-70 and 695
- Take 695 toward Towson
- When you pass Bel Air exit get into left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, West, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #N00P7203782

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Joe May of the Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS) will serve as your contact person on this Task Order. Joe May can be reached at 410.238.3563 and JMay@dhr.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Marilyn Evans
Task Order Procurement Officer

Enclosures (2)

cc: Joe May
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Electronic Benefit Transfer Support

TO Agreement Number: #N00P7203782

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Joe May

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Human Resources
TORFP Title: Electronic Benefit Transfer Support
TO Manager: Joe May (410) 238-3563

To:

The following deliverable, as required by TO Agreement #N00P7203782, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – 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 #N00P7203782 for Electronic Benefit Transfer Support. 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 Marilyn Evans, Department of Human Resources, Office of Technology for Human Services 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 10 – 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 of Maryland Department of Human Resources (DHR) / Office of Technology for Human Services (OTHS) (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 Electronic Benefit Transfer Support TORFP No. N00P7203782 dated February 16, 2007, (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.

TO Contractor/TO Contractor's Personnel:

State of Maryland DHR / OTHS:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 - NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to oitplo@dbm.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Electronic Benefit Transfer Support

TORFP No.: N00P7203782

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - () MBE requirements. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow.
 - () Other: _____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor name: _____ Date: _____

Contact Person: _____ Phone ___ - ___ - ___ email _____

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

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