



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

**DEPARTMENT OF INFORMATION TECHNOLOGY
STATE PERSONNEL SYSTEM (SPS) PROJECT
PERSONNEL SUPPORT SERVICES**

**CATS II TORFP PROJECT NUMBER
F50B240002**

ISSUE DATE: July 26, 2011

**CATS II TORFP NUMBER - F50B2400002
SPS PROJECT PERSONNEL SUPPORT SERVICES**

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II 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. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Name:	Statewide Personnel System (SPS) Project - Project Personnel Support Services
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	July 26, 2011
Closing Date and Time:	Tuesday August 16, 2011 at 2:00pm EST
TORFP Issuing Office:	Maryland Department of Information Technology
Send Proposals / Questions to:	Robert Krauss Proposals@doit.state.md.us
TO Procurement Officer	Robert Krauss Office Phone Number: 410.260.6135 Office FAX Number: 410.974.5615
TO Manager:	Steve Cichelli Program Manager, Statewide Personnel System Office Phone Number: 410.767.4051 Office FAX Number: 410.974.5060
Project Number:	F50B2400002
TO Type:	Time & Material
Period of Performance:	One base year, plus 2 one-year options (up to the expiration of CATS II) at sole discretion of DoIT
MBE Goal:	0
Small Business Reserve (SBR):	No
Primary Place of Performance:	Office of Personnel and Benefits Services 301 West Preston Street Baltimore, Maryland 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Telephones and workstations will be provided as needed.
TO Pre-Proposal Conference:	Thursday August 11, 2011, 1pm – 2:30pm 45 Calvert Street, Room 164 Annapolis, MD 21401 For directions, see Attachment 5

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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 (TOA) scope issues, and for authorizing any changes to the TO Agreement. See Section 2.12 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement. This includes administrative functions, including issuing direction to the TO Contractor; 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/within scope completion of the Scope of Work (SOW).

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

Proposals shall be submitted electronically to the Procurement Officer and email address shown in the Key Information Summary Sheet. The TO Procurement Officer will not accept submissions after the date and exact closing time as stated in the Key Information Summary Sheet. The time will be the local DoIT system time stamp on the incoming email as received by the Procurement Officer. Time stamps on outgoing email from Master Contractors shall not be accepted.

The response to this TORFP must be submitted as three separate emails as follows:

Email #1: Technical Proposal

- Subject line: “CATS II TORFP #F50B2400002” – Technical Proposal
- Attach the Technical Proposal (TORFP Attachment 10) as a single .PDF file to this email.

Email #2: Price Proposal

- Subject line: “CATS II TORFP #F50B2400002” – Price Proposal
- Attach the Price Proposal (TORFP Attachment 1) as a single .PDF file to this email. Include the three price sheets (base year, option year one, and option year two) in the single .PDF attachment.

Email #3: Proposal Attachments

- Subject line: “CATS II TORFP #F50B2400002” – Proposal Attachments
- Attach the signed *Conflict of Interest and Disclosure Affidavit* (TORFP Attachment 3) in .PDF format
- Attach the signed *Non-Disclosure Agreement (Master Contractor)* (TORFP Attachment 7) in .PDF format

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- Attach the signed *Living Wage Affidavit* (Attachment I to the CATS II Master Contract RFP)

*Note - DoIT has a 10 Mb size limit on each email. Each of the three emails above must be under that limit.

1.4 ORAL PRESENTATIONS/INTERVIEWS

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. Oral presentations may occur within one week after the proposal due date.

1.5 CONFLICT OF INTEREST

The TO Contractor(s) awarded the TO Agreement shall provide services for DoIT or component programs with the agency, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 3 to 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain State documentation may be available for potential Master Contractors to review in a controlled, secure environment. Master Contractors who submit proposals, and those who wish to review such documentation before proposal submission, are required to sign a Non-Disclosure Agreement – Master Contractor (TORFP Attachment 7). Please contact the Procurement Officer for further information.

In addition, the TO Contractor awarded the TO Agreement may have access to certain State documentation in order to fulfill the requirements of the TO Agreement. The awarded TO Contractor management staff, employees and agents to be given such access are required to sign a Non-Disclosure Agreement – TO Contractor (TORFP Attachment 8).

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27(C) of the CATS Master Contract, the limitation of liability ceiling is hereby set as follows: Contractor's liabilities per claim under this TORFP shall not exceed the total TO Agreement amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (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 TO's are subject to review.

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Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist template. DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist by the due date on the checklist.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

DoIT is issuing this CATS TORFP to obtain up to twelve (12) resources to support the PeopleSoft HCM Implementation Project. DoIT reserves the right to make multiple awards to up to ten (10) Master Contractors. DoIT also reserves the right to award a Master Contractor for fewer resources than proposed.

Master Contractors may propose labor categories for one, several or all of the “roles” listed in Section 2.2 and may propose multiple resources where indicated.

Given the sensitivity of data associated with this project, the TO Contractor personnel assigned to this project must comply with the requirements of CATS II RFP Section 2.4.3.2 and sign non-disclosure agreements as described in Section 1.6 above.

Please note that subsequent to award of this TO Agreement the awarded Master Contractor(s) may NOT be awarded any solicitation deemed by DoIT to be related to the Statewide Personnel System Implementation/System Integration Services.

2.1.2 TO RESPONSIBILITY DEFINITIONS

- A) **TO Procurement Officer** - The DoIT staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for project personnel for the SPS Project;
- B) **TO Manager** - The TO Manager for this procurement will be the DoIT Senior Program Manager (SPM) for the SPS project. The DoIT SPM is responsible for overseeing the work required under the TO Agreement and approval of deliverables;
- C) **TO Contractor** - A Master Contractor awarded a TO Agreement for TO Project Personnel. The TO Contractor(s) shall provide the project personnel and shall report to the TO Manager.
- D) **TO Project Personnel** - The personnel assigned by the TO Contractor(s) for staffing services according to this TORFP, reporting to the TO Manager.

2.1.3 REQUESTING AGENCY INFORMATION

DoIT has responsibility for IT and telecommunication services and support for the agency and statewide application systems. This includes: infrastructure development, acquisition and maintenance; application development and maintenance; issue resolution through a central help desk; and user level systems training in support of the user community.

DBM’s Office of Personnel Services and Benefits (OPSB) is responsible for personnel administration, including policy development, guidance, and interpretation for the State of Maryland. OPSB operations currently include oversight of Recruitment and Examination, Classification and Salary Administration, Employee Benefits, Employee Relations, Employee Grievances, Disciplinary Actions, Employee Assistance Program (EAP), Employee Medical Services, Leave Bank, and statewide Personnel Transaction Processing.

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DBM's current personnel and benefits systems support 700 users who manage the personnel and benefits activities of approximately 120,000 State employees and retirees, Satellite Agency employees and retirees, and their eligible dependents. Through its HR Transaction Systems and Benefits Administration System (BAS), the State processes over 250,000 transactions annually.

2.1.4 PROJECT BACKGROUND

In 2006, the State completed a Systems and Application Risk Assessment to identify and quantify operational and service delivery risks associated with the current inventory of mission critical enterprise applications. The findings indicated an unacceptable risk level with the 30-year old personnel management system due to its underlying architecture, age and costly maintenance challenges. Due to this outdated and inflexible personnel system used to manage HR processes, the OPSB is at a disadvantage in meeting business objectives. It is anticipated that the new HR system will be a major improvement for Maryland state government by providing an integrated human resource information system that is scalable, maintainable, and upgradeable in order to serve the state for years to come. The new system will be PeopleSoft HCM Suite of Applications and Data Warehouse.

The project team is currently managed by a Senior Program Manager, Project Manager and Technical Project Manager/Systems Architect. The personnel to be secured under this TORFP will serve as part of the State's project team and support OPSB throughout the remaining project life cycle.

2.2 RESOURCE REQUIREMENTS

The TO Contractor(s) shall provide qualified resources for the following roles:

- SENIOR PEOPLESOFT HCM BUSINESS/FUNCTIONAL ANALYST (3 resources)
- PS HCM TECHNICAL/SYSTEMS LEAD (2 resources)
- CHANGE MANAGEMENT CONSULTANT SPECIALIST (CMCS) (1 resource)
- COMMUNICATION SPECIALIST (1 resource)
- TRAINING LEAD/DEVELOPER (2 resources)
- PROGRAM ADMINISTRATOR (1 resource)
- PEOPLESOFT RFP EXPERT (1 resource)
- MASTER SCHEDULER (1 resource)

DoIT requires resources to be available immediately upon Notice to Proceed.

The Master Contractor shall propose appropriate CATS II Master Contract labor categories to fulfill one or more of the required roles above. Master Contractors may propose only those labor categories for which they are approved under the CATS II Master Contract and for which maximum labor rates were provided.

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2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.3.1 SENIOR PEOPLESOFT HCM BUSINESS/FUNCTIONAL ANALYST

Serve as a key business partner with various functions of HR; utilize extensive knowledge of HR functional processes and PeopleSoft HCM systems expertise to develop and validate function business requirements. Manage multiple projects in an organized fashion; must be detail oriented. Fluent in Visio, MS Project, Word and Excel. Need excellent written and verbal communication skills and strong HRIS experience including requirements gathering and documentation.

- Participate in functional team meetings to document and assess business process changes and their impacts on current State operations.
- Recommend and influence best practice solutions when it comes to business process improvement and application design.
- Facilitate requirements gathering and documentation efforts, specifically in the areas of Core HR, Time and Labor, Benefits Administration, Employee and Manager Self Service, Position Management and Salary and Classification Administration;
- Refine functional requirements to include: prioritization, elimination and consolidation;
- Document requirements for internal and external interfaces, reporting, workflow and security for HR business processes;
- Document functional Use Test Cases and scripts;
- Identify, document and escalate risks and issues;
- Serve as the liaison between the project team and State HR agencies for the purpose of requirements validation, issue resolution and coordination of project activities;
- Manage expectations, timelines and deliverables and thrive in a fast-paced team environment;
- Understand the impact changes to the HR system configuration will have on integrated ERP systems and existing internal and external interfaces; and
- Adhere to project protocols and guidelines, reporting to the project manager.

2.3.2 PS HCM TECHNICAL/SYSTEMS LEAD

Perform key requirement analysis and documentation along with developing key strategy documents, required technology artifacts for PeopleSoft new SPS System implementation with PeopleSoft pre-implementation BPR “Best Practices”, the Project’s objectives and otherwise as requested by SPS PMO.

- Provide support roles in drafting the non-functional (technical) specifications and acceptance criteria for the system implementation services as directed by SPS PMO;
- Design and draft specifications and acceptance criteria for the ERP hosting environments including Web access, security and performance requirements;
- Design and draft strategy, specifications and acceptance criteria for successful data conversion for SPS HR Personnel System, Oracle OBIEE and PeopleSoft HR Data Warehouse; and
- Adhere to project protocols and guidelines, reporting to the project manager.

2.3.3 CHANGE MANAGEMENT SPECIALIST CONSULTANT (CMSC)

Focus on preparing, leading and facilitating the States personnel through all changes necessary for the successful adoption of the new HR System implementation including changes to business processes, systems and technology, job roles, cultural issues and organization structures;

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- Create and implement change management plans that minimize employee resistance and maximize employee engagement;
- Work to drive rapid adoption, maximize utilization and higher proficiency on the changes impacting employees in the organization such that business results are achieved;
- Responsible for developing a Change Management/Communication Strategy to facilitate the State’s new HRIS implementation and business process improvement efforts pursuant to the goals and objectives of the Project Charter;
- Apply, through their knowledge and experience, industry “Best Practices” for legacy system migration to new PeopleSoft HCM;
- Provide change management expertise and guidance on appropriate content and timing of change management deliverables;
- Analyze the magnitude of change and diagnosing organization change readiness;
- Assess and ensuring leadership alignment by conducting diagnostics, action planning, and ensuring ongoing engagement; consulting with senior management on Organizational Change Management (OCM) strategies and tactics and ensuring alignment with other projects/initiatives;
- Lead, manage, and coordinate cross-functional OCM implementation teams, including internal resources, external OCM consultants/facilitators, and other service providers;
- Develop and manage OCM plans, including risk management, reinforcement strategies, budget, scope, metrics, and schedule; identifying and developing stakeholder engagement plans that minimize resistance towards change initiatives and promote desirable employee behaviors;
- Partner with other organizations to facilitate necessary strategies and implementation plans for training, communications, and organizational alignment;

2.3.4 COMMUNICATION SPECIALIST

- Execute the SPS Communications Plan to ensure program information is accurate, relevant, timely, and consistent;
- Provide leadership for the SPS Communications work stream;
- Maintain the SPS stakeholder register;
- Provide oversight for the writing, production, and dissemination of SPS communications;
- Develop and maintain strong working relations with agency communication coordinators;
- Provide coordination services for PMO sponsored events;
- Promote timely responses to stakeholder questions posted on the Web site’s FAQ facility; and
- Monitor adherence to text-based and electronic publishing standards.

2.3.5 TRAINING LEAD/DEVELOPER

- Develop and institutionalize an instructional systems design methodology and supporting standards/guidelines for effective design, development, and delivery of end user education and training programs;
- Provide day-to-day management of instructional design and performance support development resources;
- Provide frontline quality control for all education and training work products and deliverables;
- Apply results of quality management reviews to correct learning program deficiencies as required; and
- Design, develop, and implement the SPS Train-the-Trainer program to prepare State and System Integrator resources to deliver end user training.

2.3.6 PROGRAM ADMINISTRATOR

- Responsible for the coordination, planning and management of the Project Management Office PMO team activities, project meetings, scheduling, project status reports, presentations and financials for payers.

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- Track key project tasks, events and issues, escalate critical information to the PMO, and ensure the day-to-day operations are effective and productive.
- Monitor project deliverables and timelines, notify the Project Manager when issues arise, and take corrective actions, as needed.
- Organize, lead and facilitate project-related meetings, including the creation of agendas and preparation of materials.
- Develop reports and other deliverables as assigned by the Project Manager.
- Assist the Program Manager and Project Management Office (PMO) in tracking budget expenses. Assist with budget analysis.
- Provide regular written and oral reports of activity on assigned contracts as requested by the project manager.
- Identify, implement and monitor continuous quality improvement (CQI) and Internal quality controls (IQC) processes for team activities.
- Assist with the orientation and on-boarding of new project team members.
- Maintain positive relationships with all team members, stakeholders and project associates and assist them with issues or concerns.
- Performs other related duties as assigned.

2.3.7 PEOPLESOFT RFP EXPERT

- LEAD the effort to write the RFP framework and initial draft for PeopleSoft Implementation Services;
- Develop supporting artifacts; make recommendations pursuant to the best approach given these inputs, goals and objectives of the Project Charter;
- Develop and Present best practice in writing the complete RFP including performance evaluation and acceptance criteria for the system implementation services;
- Provide frontline quality control for all the RFP artifacts; and
- Coordinate RFP reviews, updates, and signoffs with all key stakeholders.

2.3.8 PROJECT MASTER SCHEDULER

- Have expert knowledge of MS Project version 2003 or greater
- Be detail oriented
- Have excellent communication and organizational skills
- Have understanding of technology projects and the State's SDLC phases
- Have extensive experience in managing a project schedule with 10s of thousands of integrated tasks.
- Have extensive experience in building dashboard reporting using MS Office suite of applications for Project PMO for Project Statuses.
- Have extensive experience in working with team to capture project changes, schedule impact and keep the Project Schedule updated.
- Have extensive experience in integrating multiple projects schedules into the Program Master Schedule.

2.4 PERFORMANCE EVALUATION AND STANDARDS

2.4.1 MONTHLY PERFORMANCE RATINGS FOR PROJECT PERSONNEL

Each month the TO Contractor shall send to the TO Manager a **Performance Evaluation Form (PEF)** (TORFP Attachment 6) for each individual resource. The TO Contractor shall fill out the top section of the PEF only. The TO Manager shall assess the performance of each individual resource based on the quality of work delivered as required in Section 2.3. The TO Manager shall fill out the "Project Personnel Performance Rating" section of the

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PEF and return it to the TO Contractor for invoicing purposes. In the event of poor or non-performance by project personnel, resulting in unsatisfactory ratings, payment may be withheld pending the outcome of the mitigation procedures described in TORFP Section 2.4.2.

2.4.2 MITIGATION PROCEDURES FOR UNSATISFACTORY PERFORMANCE

At any time during the task order should the Project Personnel exhibit unsatisfactory work performance as per a Project Personnel Performance Rating of “unsatisfactory” for any of the rating areas, as determined by the TO Manager, DoIT may pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor(s), clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor(s) shall respond with a written remediation plan within three business days and implement plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required. Substitutions must have equal or better qualifications compared to the incumbent as determined by DoIT.

2.5 WORK HOURS

The TO Contractor’s assigned personnel must be available to work between the hours of 7:00 AM and 6:00 PM Monday through Friday except for State holidays.

Services may also involve some evening and/or weekend hours in addition to core business-day hours. Additional weekly hours in excess of 40 hours must be approved in writing and in advance by the TO Manager and shall be billed at the proposed regular hourly rate.

Requests for leave should be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor staff dedicated to this project 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 staff 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 www.doit.maryland.gov. Select “Contractor” and “IT” Policies, Standards and Guidelines”; these may include, but are not limited to:

- A) The nine project management knowledge areas in the Project Management Institute’s (PMI’s) Project Management Body of Knowledge (PMBOK). The TO Contractor shall follow the project management methodologies that are consistent with the most recent edition of the PMBOK Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities
- B) The State’s System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC.
- C) The State’s IT Security Policy and Standards at: www.DoIT.maryland.gov. - keyword: Security Policy.
- D) The State’s IT Project Oversight at: www.DoIT.maryland.gov. - keyword: IT Project Oversight.
- E) The State of Maryland Enterprise Architecture at www.DoIT.maryland.gov. - keyword: MTAf (Maryland Technical Architecture Framework).

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2.7 TO CONTRACTOR PROPOSED PERSONNEL MINIMUM QUALIFICATIONS

Proposed personnel must meet the minimum qualifications below for their proposed role (TORFP Section 2.2). Personnel who do not meet minimum qualifications shall not be further evaluated (TORFP Section 4.2).

2.7.1 SENIOR PEOPLESOFT HCM BUSINESS/FUNCTIONAL ANALYST SERVICES

- Bachelor's degree from an accredited college in Computer Science, Business Administration, Human Resources or a comparable field of study.
- Six (6) years of human resources experience, including at least three years of experience in a Functional consultative role implementing HRIS systems.
- Three (3) full cycle HRIS implementations for a Commercial-off-the-Shelf solution as HR Business/Functional Analyst.
- HR Business Analyst experience implementing Oracle PeopleSoft version 9.0 or higher

2.7.2 LEAD TECHNICAL/SYSTEMS LEAD SERVICES

- Bachelor's degree from an accredited college in Computer Science, Management Information Systems, or a comparable field of study.
- 10+ years of experience of working with and implementing PeopleSoft ERP systems for one or more other States/public sector with similar size and scope to State of Maryland new SPS System.
- 5+ years of experience in writing technical requirements (writing sample required at interview)
- 7+ years of experience with PeopleSoft technical architecture skills and experience including drafting PeopleSoft technical architecture landscapes, data conversion and data warehouse with Oracle OBIEE strategy, planning and implementation
- 3+ years of experience with writing RTM documentation (writing sample required at interview).

2.7.3 CHANGE MANAGEMENT ANALYST SERVICES

- Master's degree in Organizational Development, Organizational Behavior, Industrial/Organizational Psychology, Business Administration or related field or an equivalent combination of formal education, training, and experience.
- 10 years of experience as lead Change Management Consultant in a major ERP implementation; must have experience implementing PeopleSoft HCM to replace legacy HR systems.
- 7+ years of hands-on experience consulting with multiple clients on projects, including independently identifying client needs and expectations,
- 7+ years of experience working with Organizational Change Management tools and techniques, including conducting assessments aimed at identifying change readiness, change impact, needs, and risks, as well as stakeholder engagement and management techniques (e.g., 8-step change process).
- 7+ years of experience in analyzing information, making strategic change management decisions, developing recommendations, and guiding others' decision making associated with change management, including the potential benefits, consequences, and impact.
- 7+ experience in creating communications, training programs, and knowledge management materials.
- 7+ years experience in developing and executing business plans, managing information, and providing service to internal and external customers.

2.7.4 COMMUNICATION SPECIALIST

- Bachelor's degree from an accredited college in Communications, Business Administration, Human Resources, Management Information Systems or a comparable field of study.

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- 7+ years of experience as a communication specialist for an ERP Implementation in a multi-reporting environment
- 7+ years of working knowledge of the State's communication processes from both an enterprise and agency-level perspective
- 7 + years of experience working in a public sector (state, federal, county) environment is preferred

2.7.5 TRAINING LEAD/DEVELOPER

- Bachelor's degree from an accredited college in Human Resources, Management Information Systems, or a comparable field of study.
- 10+ years of experience developing PeopleSoft ERP systems for one or more other States / public sector with similar size and scope to State of Maryland new SPS System.
- 7+ years of experience in leading the development of process-focused, role-based training leveraging PeopleSoft applications
- 7+ years of experience to coach Education and Training work stream resources on application of adult learning principles and instructional design technique
- 5+ years of experience with User Productivity Kit (UPK) and the State's chosen software tools for developing Computer-Based Training materials
- 5+ years of experience to develop both Instructor Led and Web-based training courses
- 5+ years of Training Lead experience for large scale ERP implementation
- At least one (1) Public Service or Higher Education experience a plus

2.7.6 PROGRAM ADMINISTRATOR

- High school diploma or equivalent. A Bachelor's degree is preferred;
- Must have three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting is required;
- At least two (2) years of direct program experience in Contract administration and preparing management reports. Possesses experience working in support of a Program Manager on a government Contract;
- Minimum (5) five years program/project administration experience in ERP Human Resource COTS systems solution implementations is required;
- Minimum (5) five years of experience coordinating a software development PMO; strong organizational and administrative skills; and program administration.

2.7.7 PEOPLESOFT RFP EXPERT

- Lead three (3) plus Complete PeopleSoft Implementation Services RFP to write the RFP framework, evaluation & selection criteria, coordinating the packaging of required artifacts.
- 5+ years of experience to develop and present best practice in writing the complete RFP including performance evaluation and acceptance criteria for the system implementation services;
- 7+ year of experience to provide frontline quality control for all the RFP artifacts; and
- 5+ years of experience to coordinate RFP reviews, updates, and signoffs with all key stakeholders.

2.7.8 PROJECT MASTER SCHEDULER

- 7+ years of experience MS Project version 2003 or greater
- 5+ year of experience in managing a project schedule with tens of thousands of integrated tasks.

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- 5+ years of experience in building dashboard reporting using MS Office suite of applications for Project PMO for Project Statuses.
- 5+ years of experience in working with team to capture project changes, schedule impact and keep the Project Schedule updated.
- 5+ years of experience in integrating multiple projects schedules into the Program Master Schedule.

2.8 TO CONTRACTOR REQUIRED EXPERTISE

The TO Contractor shall be capable of providing personnel with the required education and experience described in Section 2.7 above and in the CATS II Master Contract for each proposed labor category. The TO Contractor shall describe in its proposal the processes by which it will provide, and as needed substitute with equal or better, personnel either from in-house or through strategic alliances with other firms. The TO Contractor shall propose only staff who are available at the time of proposal submission.

2.9 SUBSTITUTION OF PERSONNEL

Each selected TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.9.6.

2.10 UNSATISFACTORY PERFORMANCE OF PERSONNEL

In the event that DoIT is dissatisfied with the TO Contractor's personnel for poor or non-performance, 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 mitigation efforts included in Section 2.4.2. 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.

2.11 INVOICING

The TO Contractor(s) shall send to the TO Manager a PEF (TOFRP Attachment 6) at monthly intervals for each individual resource. Approval of the PEF by the TO Manager is subject to monthly performance ratings indicated on the PEF and mitigation procedures described in Section 2.4.2. The TO Contractor shall submit PEFs as MS Word documents by email. Following the return of the PEF indicating "Acceptable" and signed by the TO Manager, the TO Contractor(s) shall submit a proper invoice for the resource in accordance with the procedures in Section 2.11.1. The invoice must be accompanied by a copy of the executed PEF or payment shall be withheld.

One monthly invoice may cover multiple resources, but a separate PEF is required for each employee.

Payments to the TO Contractor also shall be governed by the terms and conditions defined in the CATS II Master Contract. TO Contractor shall invoice and receive payment for actual hours worked only. Upon verification and acceptance of the proper invoices by the TO Manager, payment will be made to the TO Contractor.

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Information Technology as the TO Requesting Agency and indicate – "Statewide Personnel System Project Support Services," the associated TO Agreement number F50B2400002, invoice date, period of performance covered by the invoice, daily labor hours for personnel with supporting documentation, the invoice dollar amount consistent with the Price

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Proposal Form (Attachment 1), the TO Contractor's Federal Employer Identification Number, and a point of contact with telephone number.

- B) The TO Contractor shall send the original of each invoice along with a copy of the approved PEF for each resource covered by the invoice. Invoices for payment shall be sent electronically as .PDF files by email to the Director, DoIT Fiscal Services (or designee) with a copy to the DoIT TO Manager.
- C) The last invoice submitted under the TO Agreement 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.

2.12 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a price modification acceptable to the State, 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 approved by DoIT and executed by the TO Procurement Officer.

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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 of the following possible responses: 1) a proposal 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 TECHNICAL RESPONSE 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 II TORFP and must follow the *Technical Response Template* and instructions (TORFP Attachment 10).

3.3 FINANCIAL RESPONSE

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 must not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Price Proposal (TORFP Attachment 1) – Price proposals shall be completed for base year one, option year one, and option year two. The Master Contractor should indicate on Attachment 1 the appropriate CATS II Labor Category being proposed for each role described, and the fixed Hourly Labor Rate. Proposed rates must be fully loaded and include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. Rates are not to exceed the rates defined in the CATS II Master Contract.

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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, DoIT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL EVALUATION CRITERIA

Proposed personnel who do not meet the minimum qualifications in TORFP Section 2.7 as determined by DoIT shall not be further evaluated. For proposed personnel who meet minimum qualifications, below are the technical proposal evaluation criteria in descending order of importance:

- Alignment of personnel qualifications and work experience with the required duties and responsibilities in TORFP Section 2.3
- Master Contractor qualifications and experience in providing project support personnel
- Master Contractor process for mitigating poor performance, and as needed, replacing personnel

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.7 of the TORFP. Master Contractors' proposing personnel will be individually evaluated and awarded for only the qualified resources.
- 4.3.2 Only financial proposals of qualified technical proposals will be considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 Qualified financial proposals will be reviewed and ranked from lowest to highest evaluated price.
- 4.3.4 The most advantageous TO Proposal package(s) considering technical and price proposals shall be selected for the work assignment.

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 NTP authorized by the TO Manager.

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**ATTACHMENT 1 - PRICE PROPOSAL BASE YEAR ONE
PRICE PROPOSAL FOR CATS TORFP #F50B2400002**

Roles and Corresponding Labor Categories	A	B	C
	Hourly Labor Rate Year One	Total Class Hours Annually	Total Proposed CATS TORFP Price
Senior PeopleSoft HCM Business/Functional Analyst			
(Insert Proposed Labor Category)	\$	2080	
PS HCM Technical/Systems Lead			
(Insert Proposed Labor Category)	\$	2080	
Change Management Consultant Specialist			
(Insert Proposed Labor Category)	\$	2080	
Communication Specialist			
(Insert Proposed Labor Category)	\$	2080	
Training Lead/Developer			
(Insert Proposed Labor Category)	\$	2080	
Program Administrator			
(Insert Proposed Labor Category)	\$	2080	
PeopleSoft RFP Expert			
(Insert Proposed Labor Category)	\$	2080	
Master Scheduler			
(Insert Proposed Labor Category)	\$	2080	\$
BASE YEAR ONE Evaluated Price			\$

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 and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

Annual hours are best estimate and for evaluation purposes only; hours listed may not be assumed to represent actual hours to be billed, based on the Time and Material nature of the Agreement.

SUBMIT WITH THE FINANCIAL RESPONSE

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**ATTACHMENT 1 - PRICE PROPOSAL OPTION YEAR ONE OF TWO
PRICE PROPOSAL FOR CATS TORFP #F50B2400002**

Roles and Corresponding Labor Categories	A	B	C
	Hourly Labor Rate Year Two	Total Class Hours Annually	Total Proposed CATS TORFP Price
Senior PeopleSoft HCM Business/Functional Analyst			
(Insert Proposed Labor Category)	\$	2080	
PS HCM Technical/Systems Lead			
(Insert Proposed Labor Category)	\$	2080	
Change Management Consultant Specialist			
(Insert Proposed Labor Category)	\$	2080	
Communication Specialist			
(Insert Proposed Labor Category)	\$	2080	
Training Lead/Developer			
(Insert Proposed Labor Category)	\$	2080	
Program Administrator			
(Insert Proposed Labor Category)	\$	2080	
PeopleSoft RFP Expert			
(Insert Proposed Labor Category)	\$	2080	
Master Scheduler			
(Insert Proposed Labor Category)	\$	2080	\$
OPTION YEAR ONE Evaluated Price			\$

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 and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

Annual hours are best estimate and for evaluation purposes only; hours listed may not be assumed to represent actual hours to be billed, based on the Time and Material nature of the Agreement.

SUBMIT WITH THE FINANCIAL RESPONSE

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**ATTACHMENT 1 - PRICE PROPOSAL OPTION YEAR TWO OF TWO
PRICE PROPOSAL FOR CATS TORFP #F50B2400002**

Roles and Corresponding Labor Categories	A	B	C
	Hourly Labor Rate Year Three	Total Class Hours Annually	Total Proposed CATS TORFP Price
Senior PeopleSoft HCM Business/Functional Analyst			
(Insert Proposed Labor Category)	\$	2080	
PS HCM Technical/Systems Lead			
(Insert Proposed Labor Category)	\$	2080	
Change Management Consultant Specialist			
(Insert Proposed Labor Category)	\$	2080	
Communication Specialist			
(Insert Proposed Labor Category)	\$	2080	
Training Lead/Developer			
(Insert Proposed Labor Category)	\$	2080	
Program Administrator			
(Insert Proposed Labor Category)	\$	2080	
PeopleSoft RFP Expert			
(Insert Proposed Labor Category)	\$	2080	
Master Scheduler			
(Insert Proposed Labor Category)	\$	2080	\$
OPTION YEAR TWO Evaluated Price			\$

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 and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

Annual hours are best estimate and for evaluation purposes only; hours listed may not be assumed to represent actual hours to be billed, based on the Time and Material nature of the Agreement.

TOTAL EVALUATED PRICE (ADD TOTAL OF YEARS 1, 2 AND 3): \$_____

SUBMIT WITH THE FINANCIAL RESPONSE

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ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS II TORFP #F50B2400002 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this ___ day of _____, 2011 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Information Technology.

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 Information Technology, as identified in the CATS TORFP #F50B2400002.
 - b. “CATS TORFP” means the Task Order Request for Proposals #F50B2400002, issued on July 26, 2011, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR, dated June 1, 2009.
 - d. “TO Procurement Officer” means the individual named in the Key Information Summary Sheet. 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 Maryland Department of Information Technology and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager 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 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,

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- b. Exhibit A – CATS II TORFP #F50B2400002
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Price

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 the 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 upon receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one base year, followed by two option years, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

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 \$..... (maximum amount of task order). Any work performed by the TO Contractor in excess 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 in Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 _____. 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.

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TO CONTRACTOR (INSERT COMPANY NAME)

Signed: TO Contractor

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Information Technology

Signed: TO Procurement Officer

Date

Witness: _____

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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, Master Contractor, 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 Master Contractor 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 Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor 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

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ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the CATS II Master Contract RFP #060B9800035.
2. Only labor categories proposed in the Master Contractor's Technical Proposal for the CATS II Master Contract may be proposed under the CATS II 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 for that labor category.
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)**

TO Contractor Name:	How does the proposed individual meet each requirement?
Proposed Candidate Name:	
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Duties: (Insert the Duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Education: (Insert the Education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
General Experience: (Insert the General Experience description from the CATS II RFP from section 2.10 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:

TO Contractor Representative:

Signature _____ Date

Proposed Individual:

Signature _____ Date

ATTACHMENT 5 - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- At the end of I-97 follow Route 50 East.
- Take the Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit onto Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Stop and register with the Security Guard; you will be directed to the conference.

Parking:

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

**ATTACHMENT 6- PERFORMANCE EVALUATION FORM (PEF)
(The TO Contractor shall submit one PEF monthly for each employee)**

Evaluation Month & Year:
Employee Name:
Role (TORFP Section 2.3):
Labor Category:

TO Contractor Name:
TO Contractor Contact:
DoIT TO Manager:

TO Requesting Agency: Department of Information Technology
TO Agreement Name: State Personnel System Project – Project Personnel Support Services
TO Agreement #: F50B2400002

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

PROJECT PERSONNEL PERFORMANCE RATING*

Performance Area	Satisfactory	Unsatisfactory
Attendance / Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel should maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.4.2 of TORFP. The TO Manager also may indicate “rejected” below and withhold payment pending employee performance mitigation or employee substitution.

Employee performance overall is accepted. Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

TO Manager Signature

Date Signed

FORM REQUIRED PER SECTION 2.4

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 2011, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as " the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #F50B2400002 for Statewide Personnel System Project Support Services. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR 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 1.6 of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.6, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to the Department of Information Technology on or before the due date for Proposals.
4. MASTER CONTRACTOR 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 MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASTER CONTRACTOR 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. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

MASTER CONTRACTOR COMPANY NAME:

REPRESENTATIVE'S NAME (Print or Type):

TITLE:

SIGNATURE: _____ DATE: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 2011, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Information Technology (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 Statewide Personnel System Project – Project Support Services TORFP No. F50B2400002 issued __,2011, (the "TORFP" issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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:

Maryland Department of Information Technology:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A – NON DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

_____(Add rows as needed)

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Maryland Department of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to the DoIT TO Manager. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 –Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section 4 – MBE Participation

A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)

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

C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$

D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes No (If no, please explain including any corrective action being taken.)

E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (If yes, please explain including any corrective action being taken.)

Section 5 – Change Management

A) Is there a formal Change Management Plan for this TO? Yes No (If no, skip remaining questions)

B) Does the Change Management Plan contain the following?

Yes No A written change management procedure.

Yes No A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements).

Yes No An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.

C) Have any Change Orders been executed? Yes No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)

D) Is the change management procedure being followed? Yes No

ATTACHMENT 10 – TECHNICAL RESPONSE TEMPLATE



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

TECHNICAL PROPOSAL
FOR

**DEPARTMENT OF INFORMATION TECHNOLOGY
STATE PERSONNEL SYSTEM (SPS) PROJECT
PERSONNEL SUPPORT SERVICES**

**CATS II TORFP PROJECT NUMBER
F50B2400002**

Issued By:
Department of Information Technology
Project Management Office
July 2011

(INSERT DATE, MASTER CONTRACTOR NAME AND CONTACT INFORMATION)

TECHNICAL PROPOSAL FORMAT AND INSTRUCTIONS

Each Master Contractor shall submit only **one technical proposal**. Each proposal shall be printable on 8 ½ x 11" paper, have 1 inch margins, and be single-spaced in a font size no smaller than 10 point. Each proposal shall have a table of contents and the body shall contain clearly marked sections and page numbers. The proposal shall contain the following sections and information IN ORDER:

1. General Information

1.1. Executive Summary

A maximum one-page overview of the Master Contractor's technical proposal.

1.2 Master Contractor background and capabilities

A brief overview describing the Master Contractor's background and capabilities for providing project support personnel.

1.3 Purpose of the TORFP

Describe the Master Contractor's understanding of the State's purpose and goals in issuing the TORFP.

1.4 Proposed Solution to the TORFP

- *Describe the Master Contractor's solution to the TORFP scope of work*
- *Describe what labor categories are being proposed to fulfill what roles in Section 2.3 and provide explanation why (Do not describe actual personnel in this section).*
- *Describe the Master Contractor's process for mitigating poor performance, and as needed, replacing personnel.*
- *Describe any subcontractors envisioned for the task order and their proposed functions*

1.5 Assumptions

Describe any assumptions made by the Master Contractor in formulating the technical proposal (assumptions must not constitute conditions, contingencies, or exceptions to the TORFP.)

2. Master Contractor Experience

2.1 Description of project resource staffing experience

Provide three examples of past or current projects for which the Master Contractor provided project support personnel. Example projects should be similar in size and scope to the SPS Project defined in this TORFP. Each of the three examples must include a reference complete with the following:

- *Name of organization for which the work was performed*
- *Name, title, and telephone number of point-of-contact*
- *Type and duration of contract(s) supporting the reference*
- *The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP*
- *Whether the proposed personnel is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization*

2.2 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:*

- *The State contracting entity*
- *A brief description of the services/goods provided*
- *The dollar value of the contract*
- *The term of the contract*
- *Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why*
- *Whether any available renewal option was not exercised*
- *Contact information for the contract (State contract manager name, telephone, and e-mail)*

**Note – State of Maryland experience is neither required nor given added weight in evaluating proposals.*

3. Proposed Personnel

3.1 Description of proposed personnel

Identify each proposed resource and their proposed role in TORFP Section 2.3. Provide a one-page description of the candidate's work experience similar to the duties and responsibilities for their proposed role. Describe how their work experience meets the minimum qualifications in TORFP Section 2.7.

3.2 Resume's

Fill out and insert Attachment 11 – Resume Format for each proposed resource. Do not attach or provide other resume formats. In Section A, concisely describe ONLY the work experience relevant to the minimum qualifications in TORFP Section 2.7.

3.3 List Writing Samples

For the Lead Technical / Lead Systems Services role only (TORFP Section 2.7.2), describe the writing samples to be provided in conjunction with an interview. Do not attach actual writing samples.

4. State Assistance

Describe any expectations for the use of State equipment, personnel, or materials in conjunction with task order performance.

5. Confidentiality

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.

6. TORFP Attachment 4 - Labor Classification Personnel Resume Summary

Provide a Labor Classification Personnel Resume Summary (TORFP Attachment 4) for each proposed resource.

ATTACHMENT 11 – RESUME FORMAT

RESUME

Provide the following information for the personnel proposed in Section 2 of the Technical Response. Follow this format for each person. **Master Contractors must complete each field and shall not reference separate resume documents.**

NAME	
Proposed CATS II Labor Category	
Proposed Role (TORFP Section 2.3)	

EDUCATION / TRAINING (*Begin with baccalaureate or other initial professional education.*)

INSTITUTION AND LOCATION	DEGREE / CERTIFICATE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

A. Describe Work Experience Meeting the Minimum Qualifications (TORFP Section 2.7) for the Role Above

(Fill in completely, do not indicate “see resume”)

[Company/Organization] <i>Description of Work Performed</i> [Project Name (Optional)] [Title/Role] [Period of Employment/Work]
[Company/Organization] <i>Description of Work Performed</i> [Project Name (Optional)] [Title/Role] [Period of Employment/Work]

B. Other Experience

C. Employment History

Beginning with most current position, list, in chronological order, previous employment.

Example:

01/2008 – Present *Project Manager, Company ABC*
 01/2007 – 01/2008 *Project Lead, Company ABC*
 01/2006 – 01/2007 *Developer, Company XYZ*