



**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
060B0400004**

ISSUE DATE: September 29, 2009

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION.....	5
1.1 <i>RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....</i>	<i>5</i>
1.2 <i>TO AGREEMENT.....</i>	<i>5</i>
1.3 <i>TO PROPOSAL SUBMISSIONS.....</i>	<i>5</i>
1.4 <i>ORAL PRESENTATIONS/INTERVIEWS.....</i>	<i>5</i>
1.5 <i>CONFLICT OF INTEREST.....</i>	<i>5</i>
1.6 <i>NON-DISCLOSURE AGREEMENT.....</i>	<i>6</i>
1.7 <i>LIMITATION OF LIABILITY CEILING.....</i>	<i>6</i>
1.8 <i>CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....</i>	<i>6</i>
SECTION 2 – SCOPE OF WORK.....	7
2.1 <i>PURPOSE, AGENCY INFORMATION, AND BACKGROUND.....</i>	<i>7</i>
2.2 <i>RESOURCE REQUIREMENTS.....</i>	<i>8</i>
2.3 <i>DUTIES AND RESPONSIBILITIES.....</i>	<i>8</i>
2.4 <i>PERFORMANCE EVALUATION AND STANDARDS.....</i>	<i>10</i>
2.5 <i>WORK HOURS.....</i>	<i>11</i>
2.6 <i>REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....</i>	<i>11</i>
2.7 <i>TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....</i>	<i>12</i>
2.8 <i>TO CONTRACTOR EXPERTISE REQUIRED.....</i>	<i>12</i>
2.9 <i>SUBSTITUTION OF PERSONNEL.....</i>	<i>12</i>
2.10 <i>NON-PERFORMANCE OF PERSONNEL.....</i>	<i>12</i>
2.11 <i>INVOICING.....</i>	<i>12</i>
2.12 <i>CHANGE ORDERS.....</i>	<i>13</i>
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....	14
3.1 <i>REQUIRED RESPONSE.....</i>	<i>14</i>
3.2 <i>FORMAT.....</i>	<i>14</i>
3.2.1 <i>TECHNICAL RESPONSE.....</i>	<i>14</i>
3.2.2 <i>FINANCIAL RESPONSE.....</i>	<i>14</i>
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....	16
4.1 <i>EVALUATION CRITERIA.....</i>	<i>16</i>
4.2 <i>TECHNICAL CRITERIA.....</i>	<i>16</i>
4.3 <i>SELECTION PROCEDURES.....</i>	<i>16</i>
4.4 <i>COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....</i>	<i>16</i>
ATTACHMENT 1 - PRICE PROPOSAL.....	17
ATTACHMENT 2 - TASK ORDER AGREEMENT.....	18
ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	21
ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....	22
ATTACHMENT 5 - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE.....	24
ATTACHMENT 6- DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF).....	25
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR).....	26
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	28
ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....	31
ATTACHMENT 10 – TECHNICAL RESPONSE TEMPLATE (MASTER CONTRACTOR).....	33
1 GENERAL INFORMATION.....	35
1.1. EXECUTIVE SUMMARY.....	35
1.1.1. BACKGROUND AND CAPABILITIES.....	35
1.1.2. STATE’S PURPOSE AND DESIRED APPROACH FOR REQUIRED SERVICES.....	35
1.2. REQUIREMENTS UNDERSTANDING.....	35
1.3. SDLC UNDERSTANDING.....	35

1.4.	ASSUMPTIONS	35
1.5.	MASTER CONTRACTOR AND PROPOSED PERSONNEL EXPERIENCE.....	35
1.5.1.	THREE EXAMPLE PROJECTS.....	35
1.5.2.	STATE OF MARYLAND EXPERIENCE	36
1.6.	STATE ASSISTANCE	36
1.7.	CONFIDENTIALITY	36
2	PROPOSAL ATTACHMENTS	36
2.1.	RESUME.....	36
2.2.	TORFP ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	36
2.3.	TORFP ATTACHMENT: PMI CERTIFICATE	36
2.4.	CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	36
2.5.	SAMPLE DOCUMENTS/TEMPLATES	36
ATTACHMENT 11 – RESUME FORMAT.....		37

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 Project - Project Personnel Support Services
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	September 29, 2009
Closing Date and Time:	October 28, 2009
TORFP Issuing Office:	Maryland Department of Information Technology
Questions and Proposals are to be sent to:	Gisela Blades Gisela.blades@doit.state.md.us
TO Procurement Officer	Gisela Blades Office Phone Number: 410.260.7678 Office FAX Number: 410.974.5615
TO Manager:	Pamela Ellis Project Manager, Statewide Personnel System Office Phone Number: 410.767.2130 Office FAX Number: 410.974.5060
Project Number:	060B0400004
TO Type:	Time and Material
Period of Performance:	1 year, plus four, one-year option, at sole discretion of DOIT
MBE Goal:	0
Small Business Reserve (SBR):	No
Primary Place of Performance:	Office of Personnel and Benefits Services 301 E. Preston Street Baltimore, Maryland
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided as needed.
TO Pre-Proposal Conference:	October 7, 2009, 10 AM 45 Calvert Street, Room 427 Annapolis, MD 21401 For directions, see Attachment 5

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 administration 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 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 date and exact time as stated on the Key Information Summary Sheet. The time will be local time **as determined by DoIT 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 # 060B0400004. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP # 060B0400004 Technical”. The second file will be the financial response to this CATS TORFP and titled, “CATS TORFP #060B0400004 Financial”. The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment I – Living Wage Affidavit (see CATS II RFP)

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 in the 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 system documentation may be available for potential Offerors to review at a reading room at DOIT's address on 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

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

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist 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 within two weeks of receipt as instructed on the checklist.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

DoIT is issuing this TORFP to select one or more TO Contractor(s) to provide project management (PM) and subject matter expert (SME) services to support the State Personnel System (SPS) project. Selected project personnel will be tasked with assisting in the management of the multiple phases of the SPS project from concept to completion. Master Contractors may propose to one, several or all of the labor categories listed and may only propose one resource per category. DoIT also reserves the right to procure via the change order process one additional PM and SME at some later date.

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 a non-disclosure affidavit as provided as Attachment 7 and Attachment 8.

Please note that the Master Contractor awarded this TO Agreement may NOT submit proposal(s) in response to any subsequent Statewide Personnel System solicitation(s) associated with the acquisition or implementation of the planned HR system.

2.1.2 SOW ROLE DEFINITIONS

The purpose of this section is to distinguish between Contract PM and Project Management Support roles.

- A) TO Procurement Officer - DOIT staff person 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 Project Manager (PM) for the SPS project. The DoIT PM is responsible for overseeing the work required under the TO Agreement and approval of deliverables;
- C) TO Contractor– The Master Contractor(s) awarded a TO Agreement for project management and subject matter expertise for the SPS Project.
- 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

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.

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.

2.1.3 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 is expected to be selected by late 2009.

In 2007, the State retained a PM and one SME to begin the planning, and management of the project from concept to completion. The personnel to be secured under this TORFP will serve as part of the State's project team and support OPSB and its PM throughout the project life cycle.

2.2 RESOURCE REQUIREMENTS

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

- One Deputy Project Manager (DPM)
- Two Subject Matter Experts (SME)

The DPM and one SME are required immediately upon TO Agreement award; the second SME will be required to start no later than January 4, 2010.

2.3 DUTIES AND RESPONSIBILITIES

2.1.3 DEPUTY PROJECT MANAGER (DPM)

The DPM will serve as second in command to the PM, and shall perform the following:

- 2.3.1.1 Manage and maintain the SPS Project Management Plan (PMP) which describes the processes and activities for the Statewide Personnel System project and how the project will be executed, monitored and controlled. The plan must define the managerial, technical, and supporting processes and activities and address topics such as Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others deemed necessary to manage the SPS Project through completion. In addition, the PMP shall define the organization and infrastructure required to execute the project through completion.
- 2.3.1.2 Manage the SPS Project team including any contractors.
- 2.3.1.3 Track all current and pending project related activities including project management activities, contractor activities and agency activities using the SPS Master Schedule. The Master Schedule shall include project milestones, deliverables, times of performance, degrees of completion and resources for all activities. Incorporate subsequent SDLC phases from gap analysis and detail requirements to implementation into the Master Schedule.
- 2.3.1.4 Expand and maintain the Project Communications Management Plan (CMP) for all project stakeholders. The CMP shall include a stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and the method for updating the

communications plan. The CMP shall ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.

- 2.3.1.5 Expand and maintain an ongoing Master Risk Management Plan (RMP) and Risk Registry. The RMP identifies and prioritizes potential risks to successful completion of the project and includes recommendations and responses for addressing potential risk. A Risk Registry shall be kept as part of the RMP and shall be updated throughout the project.
- 2.3.1.6 Manage the issue escalation and resolution processes for the project; document and facilitate the processes with all project stakeholder and team members.
- 2.3.1.7 Manage and maintain the Project Change Management Plan. The plan describes the processes for assuring that the project has adequate control over changes to all items (scope, requirements, and cost) necessary for creating or supporting the project deliverables. At a minimum, the plan addresses the change management procedure, approvals process, and tools used (i.e. change request form, change order).
- 2.3.1.8 Manage and maintain the Quality Assurance (QA) Plan. The plan captures the processes and procedures necessary to ensure that all steps of the project from procurement through the State's SDLC phases are monitored with proper acceptance criteria defined for each stage of the SDLC. The plan shall also define signoff procedures for various milestones and deliverables. Responsible for providing QA by evaluating and providing critical comments on all project deliverables. The QA evaluation process shall be based on a comparison of deliverables against the detailed requirements solicitations and the DPM's industry expertise.
- 2.3.1.9 Schedule and facilitate regular weekly status, risk and issue discussions with the TO Contract Manager covering all pending and current project activities. Project status, hours worked, project financials, risk and issue dispositions for the past week, and action items for week pending, shall be captured and tracked in table format in a Master Status Report. The Master Status Report also shall have sections describing DPM activities, updates to the Integrated Master Schedule and Master RMP. The Master Status Report shall contain a section on lessons learned and any other pertinent status information; and schedule variances must also be documented in the Integrated Master Schedule and the Master Status Report.
- 2.3.1.10 Collect, organize, store, and manage project artifacts and information. This includes maintaining current and archival project files (electronic and paper), collecting and distributing project information to and from project stakeholders, updating internal weekly status reports, and project tracking systems, and recommending ways to optimize DoIT's project management office in support of the project.
- 2.3.1.11 Function as a liaison between DoIT personnel; project Stakeholders and contractors.
- 2.3.1.12 Participate in procurement process for any solicitations for the project. Duties shall include: updating procurement schedule; writing scope of work and requirements and evaluation criteria, assisting procurement officer with amendments and questions/responses, and serving as an evaluator of proposals.
- 2.3.1.13 Coordinate and manage appropriate product-related training for users;

2.3.4 SUBJECT MATTER EXPERTS (SMEs)

The SMEs shall perform the following:

2.3.4.1 Provide knowledge and expertise in the following areas:

- Staffing Transactions
- Performance Evaluations

- Recruitment and Examination
- Employment Development
- Position Control
- Employee Relations
- Benefits Administration
- Training Administration
- Equal Employment Opportunity
- Employee Assistance Program
- Self Service
- Leave Bank
- Timekeeping
- Labor distribution

2.3.4.2 Provide system architectural expertise.

2.3.4.3 Provide input, related to the identification of business and technical requirements, driving resolutions on issues, outstanding decisions and risk pertaining to same.

2.3.4.4 Act as a key business partner with statewide HR divisions and IT using extensive knowledge of HRIS delivered functionality, configuration, and architecture to provide user expertise.

2.3.4.5 Recommend best practice solutions for business processes and application design.

2.3.4.6 Lead requirements analysis workshops and documentation efforts

2.3.4.7 Gather and document architecture requirements for system configuration, internal and external interfaces, reporting, workflow and security for business processes.

2.3.4.8 Develop a Conceptual Architecture Diagram that creates the high-level organizing structure of the new system, identifies architectural components and their responsibilities and relationships. Must validate that the architecture meets stakeholder goals, and where it does not, assess the impact.

2.3.4.9 Work with the selected implementation contractor to gather detailed design and configuration specifications, requirements validation, issue resolution, coordination of project activities and user testing efforts.

2.3.4.10 Assist in the evaluation of proposals in response to solicitations.

2.3.4.11 Attend regular project status meetings to review project progress and present risks including issues and constraints that are impeding or may impede project performance. Provide recommendations for risk mitigation.

2.3.4.12 Prepare and issue weekly project status reports covering all pending and current project activities. The weekly status report shall include the status, hours worked, risks and issues identified during the reporting period, and action items for week pending.

2.3.4.15 Identify impacts that changes to system configuration will have on integrated systems and existing internal and external interfaces.

2.4 PERFORMANCE EVALUATION AND STANDARDS

2.4.1 MONTHLY PERFORMANCE RATINGS FOR PROJECT PERSONNEL

Each month the TO Manager shall issue a corresponding Deliverable Product Acceptance Form (DPAF) for Performance Rating (Attachment 6) based on the quality of the deliverables required, industry expertise, and the Project Personnel Performance Rating for the work required in Section 2.3. This performance rating shall appear on the monthly DPAF provided as Attachment 6. In the event of poor quality deliverables or poor or non-performance by the Project Personnel resulting in a rating of “unacceptable,” payment shall be withheld pending the outcome of the procedures described in Section 2.4.2.

2.4.1 MITIGATION PROCEDURES FOR POOR OR NON-PERFORMANCE

At any time during the time of performance described should the Project Personnel exhibit poor deliverable quality, or exhibit poor or non-performance as per Project Personnel Performance Rating (deemed a score lower than a 3 for any of the 9 applicable knowledge areas or average score lower than 3), as determined by the TO Manager, DoIT shall 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.

2.5 WORK HOURS

- A) 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.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades 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
- C) 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’s of Maryland Enterprise Architecture at www.DoIT.maryland.gov - keyword: MTAF (Maryland Technical Architecture Framework).

2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

2.7.1 PROJECT MANAGEMENT SERVICES

2.7.1.1 The DPM must be a PMI certified PMP.

2.7.1.2 At least five (5) years of experience in project management, with full accountability, for implementing at least two enterprise applications of comparable size and complexity within the last 5 years, from inception to complete implementation.

2.7.2 SUBJECT MATTER EXPERT SERVICES

2.7.1 Resources providing services must have a minimum of six years of experience in the field of human resource, including three years of experience in a consultant role implementing human resource systems of similar size and complexity; Must have served as an human resource functional lead on at least two full implementations.

2.8 TO CONTRACTOR EXPERTISE REQUIRED

Each selected TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements described herein. The TO 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.

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract.

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 NON-PERFORMANCE OF PERSONNEL

In the event that DoIT is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in the TORFP, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.4.1. 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 submit a DPAF, provided as Attachment 6, for Project Personnel Deliverables, at regular monthly intervals subject to monthly deliverable per Project Personnel Performance Rating and mitigation procedures described in Section 2.4.1. DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating "Acceptable" and signed by the TO Manager, the TO Contractor(s) shall submit a proper invoice for the deliverable in accordance with the procedures in Section 2.11.1. The invoice must be accompanied by a copy of the executed DPAF or payment shall be withheld.

Payments to the TO Contractor also shall be governed by the terms and conditions defined in the CATS Master Contract. TO Contractor shall invoice and receive payment for actual hours worked only.

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying Statewide Personnel System Master Status Report. 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 DoIT Project Management Office as the TO Requesting Agency and indicate – “Statewide Personnel System Project Support Services,” the associated TO Agreement number, date of invoice, period of performance covered by the invoice, daily labor hours for the Project Manager with supporting documentation, the invoice dollar amount consistent with the Price 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 executed DPAF for each deliverable being invoiced. 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.

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 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 and consistent with layout and instructions in Attachment 10. The TO Proposal shall provide the following:

3.2.1 TECHNICAL RESPONSE

THE TECHNICAL RESPONSE OF THE TASK ORDER PROPOSAL SHALL INCLUDE AND BE ORGANIZED AS FOLLOWS:

TECHNICAL RESPONSE CONTENT

1. General Information
 - 1.1. Executive Summary
 - 1.1.1 Background and Capabilities
 - 1.1.2 State's Purpose and Desired Approach for IT Project
 - 1.2. Requirements Understanding
 - 1.3. SDLC Understanding
 - 1.4. Proposed Project Management Methodology
 - 1.5. Assumptions
 - 1.6. Master Contractor and Proposed Personnel Experience
 - 1.6.1. Two Example Projects
 - 1.6.2. State of Maryland Experience
 - 1.7. State Assistance
 - 1.8. Confidentiality
2. Proposal Attachments
 - 2.1. Resume
 - 2.2. TORFP Attachment 4 - Labor Classification Personnel Resume Summary
 - 2.3. TORFP Attachment: PMI certificate for DPM
 - 2.4. Conflict of Interest Affidavit and Disclosure
 - 2.5. Sample Documents/Templates

Please see Attachment 10 – Technical Response Template for additional information and instructions on completing the various sections of Technical Response for the TO Proposal

3.2.2 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 may not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal – Attachment 1. The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded, include all direct and indirect costs and profit for the Master Contractor to perform under the

TOA are not to exceed the rates defined in the Master Contract.

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 CRITERIA

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

- The Master Contractor's proposed personnel's qualifications and experience performing the duties as specified in Section 2
- The Master Contractor's proposed staffing approach
- The Master Contractor's understanding of the work to be accomplished

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 who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 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 TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4 The most advantageous TO Proposal offer considering technical and financial submission 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 Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP #060B0400004

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert all Proposed Labor Categories for this TORFP Year One, add lines as needed)			
	\$	1959	
(Insert all Proposed Labor Category for this TORFP Year Two, add lines as needed)			
	\$	1959	
(Insert all Proposed Labor Category for this TORFP Year Three, add lines as needed)			
	\$	1959	
(Insert all Proposed Labor Category for this TORFP Year Four, add lines as needed)			
	\$	1959	
(Insert all Proposed Labor Category for this TORFP Year Five, add lines as needed)			
	\$	1959	
	\$	1959	\$
Total 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

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS II TORFP # 060B0400004 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this ___ day of October, 2009 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 #.
 - b. “CATS TORFP” means the Task Order Request for Proposals #060B0400004, dated September 29, 2009, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated, 2009.
 - d. “TO Procurement Officer” means Gisela Blades. 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 _____ and whose principal office in Maryland 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 attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR. The State, at its' sole discretion, has the right to renew the TO Agreement for four one-year terms.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$.....(total amount of task order). Any work performed by the TO Contractor in excess 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. 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, Maryland Department of Information Technology

By: Gisela Blades
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 TECHNICAL RESPONSE

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 Contractors Technical proposal 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. The summary is required at the time of the interview.

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

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

**ATTACHMENT 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 II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties 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's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 5 - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on 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.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

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- DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)
(Submit one DPAF monthly)

TO Requesting Agency: Department of Information Technology
TO Agreement Name: State Personnel System Project – Project Personnel Support Services
TO Agreement #: 060B0400004
DoIT Contact: DoIT Project Manager
TO Contractor: XXXXXXXXXXXXXXXXXXXX
TO Contractor Contact: XXXXXXXXXXXXXXXXXXXX

The TO Contractor has submitted the deliverable described below for the above referenced TO Agreement.

Deliverable ID#	Deliverable Title	Hours	Monthly Price

The Information Below Shall Be Filled-In by DoIT

DELIVERABLES AND PROJECT PERSONNEL PERFORMANCE RATING DISPOSITION:

Performance Rating	Rating**
Schedule Adherence	
Teamwork	
Customer Satisfaction	
Process	
Technical	
Communications	
Quality	
Total Average Score for Applicable Processes	

**Project Personnel should maintain score of 3 or higher for each process area and/or average score of 3. Scores below 3 are deemed poor or non-performance and Project Personnel should take Mitigation Procedures for Poor Or Non-Performance as defined in Section 2.6.1 of TORFP.

- Deliverables and Project Personnel Performance are accepted. Deliverables and Project Personnel Performance are rejected (for reasons indicated below).

REASON(S) FOR UNACCEPTABLE DELIVERABLE / PROJECT PERSONNEL PERFORMANCE RATING: (List Deliverables)

OTHER COMMENTS:

 TO Manager Signature

 Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 2009, 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 II TORFP #060B0400004 for Statewide Personnel System Project Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.6 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 1.6, 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 Susan S. Howells, Department of Information Technology 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 1.6 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2009, 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. 060B0400004 issued September __, 2009, (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/Contractor's Personnel:

Maryland Department of Information Technology:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

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 (MASTER CONTRACTOR)



Consulting and Technical Services
Task Order Request for Proposals

TECHNICAL RESPONSE TEMPLATE

Issued By:
Department of Information Technology
Project Management Office

ISSUE DATE: October __, 2009

TECHNICAL RESPONSE FORMAT AND INSTRUCTIONS

With its response, each Master Contractor will submit only **one technical proposal** . Each proposal should 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. Please number pages and clearly mark sections. The proposal should be organized and indexed in the format indicated below.

A. TECHNICAL RESPONSE CONTENT

1. General Information
 - 1.1. Executive Summary
 - 1.1.1. Background and Capabilities
 - 1.1.2. State's Purpose and Desired Approach for IT Project
 - 1.2. Requirements Understanding
 - 1.3. SDLC Understanding
 - 1.4. Proposed Project Management Methodology
 - 1.5. Assumptions
 - 1.6. Master Contractor and Proposed Personnel Experience
 - 1.6.1. Three Example Projects
 - 1.6.2. State of Maryland Experience
 - 1.7. State Assistance
 - 1.8. Confidentiality
2. Proposal Attachments
 - 2.1. Resume
 - 2.2. TORFP Attachment 4 - Labor Classification Personnel Resume Summary
 - 2.3. TORFP Attachment: PMI certificate for DPM
 - 2.4. Conflict of Interest Affidavit and Disclosure
 - 2.5. Sample Documents/Templates

1 GENERAL INFORMATION

General Information (The following sections of the technical response are applicable for this TORFP).

1.1. EXECUTIVE SUMMARY

A brief overview describing the Master Contractor's background and capabilities for providing staffing services (Technical Response Template - Section 1.1.1). This section also shall describe the Master Contractor's understanding of the State's purpose and desired approach for IT Project (Technical Response Template - Section 1.1.2) as noted in the TORFP Sections 2.

1.1.1. BACKGROUND AND CAPABILITIES

Please provide a brief overview describing the Master Contractor's background and capabilities for staffing services. **Also provide a brief one page background on the proposed project personnel.**

1.1.2. STATE'S PURPOSE AND DESIRED APPROACH FOR REQUIRED SERVICES

Please describe the Master Contractor's understanding of the State's purpose and desired approach for the services as noted in the TORFP Section 2.

1.2. REQUIREMENTS UNDERSTANDING

Requirements Understanding: A brief discussion demonstrating the Master Contractor's understanding of the requirements for the support services (Refer to TORFP Section 2).

1.3. SDLC UNDERSTANDING

SDLC Understanding: A brief discussion demonstrating the Master Contractor's understanding of how State agencies should be applying the SDLC methodology to IT Project.

1.4. ASSUMPTIONS

A description of any general assumptions formed by the Master Contractor in developing the Technical Proposal.

1.5. MASTER CONTRACTOR AND PROPOSED PERSONNEL EXPERIENCE

1.5.1. THREE EXAMPLE PROJECTS

Provide three examples of projects the Master Contractor and/or proposed personnel have completed that were similar in scope to those defined in this TORFP. Each of the three examples must include a reference complete with the following:

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

1.5.2. 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, and if yes, the reason(s) why
- f. Whether any available renewal option was not exercised
- g. The State employee contact person (name, telephone number and e-mail)

1.6. STATE ASSISTANCE

Provide an estimate of expectation concerning participation by State personnel in terms of frequency and amount of time.

1.7. 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

2 PROPOSAL ATTACHMENTS

2.1. RESUME

Attach resume of personnel proposed in Technical Response Template - Section 2 as per Resume Format (See Attachment 11).

2.2. TORFP ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

Attach TORFP Attachment 4 – Labor Classification Personnel Resume Summary for all resumes of personnel proposed in Section 2.

2.3. TORFP ATTACHMENT: PMI CERTIFICATE

Attach PMI Certificate for PMI Certified personnel proposed.

2.4. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Attach completed Conflict of Interest Affidavit and Disclosure form included as TORFP Attachment 3.

2.5. SAMPLE DOCUMENTS/TEMPLATES

Attach other documentation the Master Contractor wishes to provide to DoIT as part of their response to the TORFP.

ATTACHMENT 11 – RESUME FORMAT

RESUME

Provide the following information for the key personnel in Section 2 of Technical Response. Follow this format for each person.

NAME			
COMPANY			
EDUCATION / TRAINING <i>(Begin with baccalaureate or other initial professional education.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

A. Select PM or related Experience

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

B. Other Related Experience

C. Positions and Employment

EXPERIENCE: Beginning with present position, list, in chronological order, previous employment.

Example:

<i>01/2008 – Present</i>	<i>Project Manager, Company ABC</i>
<i>01/2007 – 01/2008</i>	<i>Project Lead, Company ABC</i>
<i>01/2006 – 01/2007</i>	<i>Developer, Company XYZ</i>