# Request for Resume (RFR) for Project Manager (Senior)
## CATS+ Master Contract
### All Master Contract Provisions Apply

| Section 1 – General Information | | | |
|---|---|---|---|
| **RFR Number:**<br>**(Reference BPO Number)** | *E20P7400004* | | |
| **Functional Area**<br>**(Enter One Only)** | Functional Area 10 – IT Management Consulting Services | | |
| **Labor Category/s**<br>*A single support staff or support groups of up to five members may be engaged for* ***up to six months*** *without renewal options.* ***Agencies must pursue a concurrent procurement for any positions that may last longer than 6 months, other than the position of MITDP Project Manager.*** *Awards for Major IT Development Project (MITDP)/Program Manager/Deputy PMs may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in the CATS+ RFP.* | | | |
| *Enter the labor category/s to be provided:* | | | |
| **1. Project Manager (For a Senior Project Manager Role)** | | | |
| **Anticipated Start Date** | *January 31, 2017* | | |
| **Duration of Assignment** | *January 31, 2018 with four optional 1 year renewals* | | |
| **Designated Small Business Reserve?(SBR):**<br>**(Enter "Yes" or "No")** | *Yes* | | |
| **MBE Goal, if applicable** | | | N/A |
| **Issue Date:**<br>**mm/dd/yyyy** | *11/16/2016* | **Due Date:**<br>mm/dd/yyyy | *12/21/2016* |
| | | **Time (EST):**<br>00:00 am/pm | *2:00pm (local time)* |
| **Place of Performance:** | *State Treasurer's Office – Louis L Goldstein Bldg*<br>*80 Calvert Street, Annapolis, MD 21401* | | |
| **Special Instructions:**<br>**(e.g. interview information, attachments, etc.)** | Interviews, which are a type of oral presentation, will be performed, in person at the address listed above, for all Offerors meeting minimum qualifications. At the Procurement Officer's discretion, an interview via the web, e.g., Skype, GotoMeeting, WebEx, may be held in lieu of an in-person meeting. Substantively, all candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized.<br>In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:<br>a. Proposals meeting the minimum requirements will be evaluated and ranked based on items 1 and 2 in Section 5, Evaluation Criteria, and based on the quality of sample documentation provided per items #7 in Section 4, Required Submissions. Initial interviews will be performed for the top ranked five (5) | | |

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| | proposals.<br>b. A technical ranking will then be performed for proposals based on the initial interview. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview/oral presentation results.<br>c. If the committee does not make a selection from the top five (5) candidates, the next five (5) ranked proposals may be invited for interviews. It is expected to have all interviews completed within five weeks of the proposal submission due date identified in Section 1 of this RFR. |
| **Security Requirements**<br>**(if applicable):** | 1. The personnel selected from this RFR shall be subject to a background investigation, to include criminal history and credit check. The State Treasurer's Office (the "STO") reserves the right to reject proposed personnel based on unsatisfactory background investigation.<br>2. Task Order ("TO") Contractor shall require its employees to follow the State of Maryland and State Treasurer's Office IT Security Policy and Standards throughout the term of the Contract. ID badges are required for entrance into the building and will be provided by DGS.<br>3. TO Contractor shall require an executed Non-Disclosure Agreement (Attachment 5). |
| **Invoicing Instructions** | |
| 1. After the end of each month, the Master Contractor shall submit timesheets (for hourly invoicing) and activity reports (for both hourly and annual invoicing) to the Agency Task Order Manager (TO Manager) for review prior to submitting an invoice.<br>2. The TO Manager shall review, sign, and return to the Master Contractor the timesheets (for hourly invoicing) or the activity reports (for annual invoicing).<br>3. The Master Contractor shall send a copy of the signed timesheets or activity reports with an invoice to the Accounts Payable department of the Treasurer's Office as outlined below.<br>4. The Master Contractor shall invoice as follows:<br>a. Annual Labor Rate: Task Orders awarded at the Annual Labor Rate shall be invoiced monthly for 1/12 the Annual Labor Rate.<br>b. Hourly Labor Rate: Task Orders awarded at the Hourly Labor Rate shall be invoiced monthly for actual hours x Labor Rate. | |
| **Special Invoicing Instructions:** | Invoices must be issued to the State Treasurer's Office on a monthly basis using one of the following methods:<br>a. Via mail addressed to:<br>State Treasurer's Office<br>Louis L Goldstein Bldg<br>Attn: Accounts Payable<br>80 Calvert Street, Room 109<br>Annapolis, MD 21401<br>b. Via email to: STOaccountspayable@treasurer.state.md.us |
| **Section 2 – Agency Procurement Officer (PO) Information** | |
| **Agency / Division Name:** | *State Treasurer's Office; Procurement Department* |

**Request for Resume (RFR) for Project Manager (Senior)**
**CATS+ Master Contract**
**All Master Contract Provisions Apply**

| **Agency PO Name:** | *Anne Jewell* | **Agency PO Phone Number:** | *410-260-7903* |
|---|---|---|---|
| **Agency PO Email Address:** | *ajewell@treasurer.state.md.us* | **Agency PO Fax:** | *410-974-3530* |
| **Agency PO Mailing Address:** | *Same as above* | | |

## Section 3 – Scope of Work

### Agency / Project Background

The State Treasurer's Office is tasked with carrying out several constitutional and statutory responsibilities on behalf of the State, including:

- Safeguarding and investment of excess cash balances;
- Timely recordation and reconciliation of State funds;
- Issuance of statewide debt to finance capital projects;
- Procurement of all banking and financial services, insurance and insurance services; and
- Statewide insurance management to provide risk assessment and mitigation through loss protection, loss control and loss restoration for claims involving damage to State property and the Maryland Tort Claims Act.

The STO is centrally located in Annapolis in one building, although on two different floors, and employs approximately 60 employees among six divisions and the executive offices. All locations are connected on 1 local area network (LAN). User endpoints are connected at either 100MB or 1GB Ethernet speed.

Microsoft Windows Active Directory is used for user identification and authentication.

User endpoints run Microsoft Windows 7 Professional OS. At the current time there are no plans to use Macintosh or Apple iOS clients with the procured system, but the STO is interested in client access from these systems in the event these systems are added in the future.

STO is currently operating the State Financial and Insurance Claims Management interface systems on technology that will no longer be supported beyond 2018. IBM has designated an end-of-service date of December 31, 2018 for our current midrange AS400/i5 Treasury Management System and Insurance Management System. In addition, our current technology does not support the increased needs of the State to provide greater constituent services including providing a way for citizens to search our database for outstanding checks in our Unpresented and Undeliverable Funds and allowing citizens the functionality of filing SITF Insurance claims online. The new systems will allow for expanded services to constituents through greater utilization of web interface functionalities and will replace the current accounting, reconciliation and claims management processes currently managed through the i5 system.

The current i5 system is used as the State's main check register and is also used to generate checks printed in-house that are warranted from the General Accounting Division in the Comptroller's Office. The system is used to reconcile these checks against the State's bank account statements and monitors reissues, cancellations, recoveries and so forth. Included in the State's check register of outstanding checks are checks in the State's undeliverable and unpresented funds. The STO is tasked with reissuing these checks upon request, and would like to link this functionality to our website to streamline the process and offer greater flexibility to constituents in researching and requesting reissues, ensuring the highest level of security during the process.

The Insurance Division's Claims Unit investigates and resolves liability claims filed under the Maryland Tort Claims Act, MD State Gov't Code Ann. §§12-101 *et seq.* The Claims Unit also handles any claims for damage to State-owned property arising from sudden and accidental perils such as collision and comprehensive losses to autos, and a number of other perils such as fire, hail, lightning, and wind which may cause damage to State structures, equipment, and contents. The i5 is used to administer the claims management process for all claims handled through our office. The Office processes approximately 5,000 new claims per year, and would like to offer constituents and agencies the ability to file Notice of Claims electronically through our website with implementation of a new system.

Claims settlements and subrogation deposits related to claims processing, and check reissues and recoveries initiated in the banking department all flow through to the Office's accounting department for ultimate disbursement, deposit and/or recordation in the State's accounting system (Rstars). These transactions are keyed into the i5 and then uploaded into Rstars through the interface process. In addition, the accounting department is responsible for processing agency specific invoices and journal entries, as well as recovery and payment of statewide agency SITF/IWIF premiums and lease payments. The new system must interface with the State's accounting software.

Over the past two years, we have analyzed and drafted business and technical requirements in an effort to prepare for this project. We are looking to hire a Senior Project Manager to lead the execution of this project, in conjunction with the agency designated Functional and Technical Project Managers, from the planning phase all the way through to implementation.

The scope of the services to be provided may include, but are not limited to, the following:

Phase I

1. Consolidate and formalize business requirements to be used to define scope of ERP/CRM/TMS solution to include:
   a. Interview STO personnel as needed to evaluate processing, information, interface, and reporting requirements
   b. Document process flows, business rules, issues and concerns for the new system to be used in RFP
   c. Review processes and issues with STO audit
   d. Track resolution of outstanding issues
   e. Work with technical leads and developers to refine the requirements and understand the technical requirements and limitations in determining the best solution for i5 system replacement and process automation
   f. Evaluate current environment against best practices to establish a minimum set of project management standards and project deliverables
   **** Note: Draft business processes have been created. The PM will be tasked with reviewing these processes for completeness, filling in the gaps as identified, and consolidating into a formal, concise document.**
2. Draft documents to solicit information for ERP/CRM/TMS solutions or research potential solutions in accordance with the State procurement process
3. Draft Request for Proposal (RFP) for ERP/CRM/TMS solution

Phase II

1. Execution of duties outlined in **Attachment 3 SPM Project Management Duties** to oversee implementation of the project once vendor has been selected in the RFP process to provide an ERP solution.

| **Job Description/s** | |
|---|---|
| **Labor Category/s (From Section 1 Above)** | **Duties / Responsibilities** |
| 1. Project Manager (PM) | 1. This position shall oversee the [Financial Systems Modernization] project team, which is comprised of contractors and State personnel. Responsibilities include overall project planning, governance and management. Duties shall focus on project planning, monitoring and control, and serving as primary liaison with Agency and Agency stakeholders.<br>2. The position shall ensure the appropriate application of the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) and the State's Systems Development Lifecycle (SDLC) in managing the project. To include security in the SDLC. |

<table>
<tr><td></td><td>See Attachment 3 for a detailed description of duties, responsibilities and deliverables.</td></tr>
<tr><td colspan="2">Minimum Qualifications<br>For minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. In addition, qualified candidates <u>must</u> meet the minimum qualifications specified below. Candidates that do not meet minimum qualifications will be deemed not reasonably susceptible for award and will not progress to evaluation.</td></tr>
<tr><td>Labor Category/s<br>(From Section 1 Above)</td><td>Minimum Qualifications</td></tr>
<tr><td>1. Project Manager (PM)</td><td>a. Education:<br>Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.<br>b. General Experience:<br>At least five (5) years of experience in project management.<br>c. Specialized Experience:<br>At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.<br>At least three (3) years of experience within the past seven (7) years in conducting similar scope of work on comparable ERP/CRM/TMS projects with one of the following types of entities/clients:<br>• state or local governments<br>• finance/banking industry<br>• insurance claims management industry</td></tr>
<tr><td colspan="2">Preferred Qualifications<br>The additional Experience/Knowledge/Skills listed below are preferred by the State.</td></tr>
<tr><td>1. Project Manager (PM)</td><td>a. Education:<br>1. A Master's Degree is preferred.<br>2. Project management certification is preferred.<br>b. General Experience:<br>1. At least ten (10) years of experience in project management.<br>2. PMI certification as a PMP or equivalent, as determined by the PO.<br>3. Technical Certification such as Security+, CISSP, MCP, etc.<br>c. Specialized Experience:<br>1. At least ten (10) years of experience in managing IT related projects.<br>2. Demonstrated a leadership role in at least three (3) successful projects that were delivered on time and on budget.<br>3. At least 10 years of experience working with emerging technology, showing a continued progression of knowledge and experience. Examples of emerging technologies would include cloud based solutions deployed on premises (ERP, CRM), Intelligent scanning solutions, Big Data Analytics, and web based interfacing applications for end-users.</td></tr>
</table>

## Section 4 - Required Submissions

**NOTE:**

1. Master Contractors may propose only one candidate for each position requested.
2. Master Contractors electing not to propose in response to the RFR must submit a "Master Contractor Feedback Form" via the "Master Contractor Login" on the CATS+ web site.
3. Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:

**Email 1 of 2 with "Technical": Master Contractor Name, RFR number, & candidate name in the subject line**

1. Resume for each labor category described in the RFR (Attachment 1)
2. Three (3) current references that can be contacted for performance verification of the submitted candidate's work experience and skills. Telephone number and email address of reference is needed.
3. Conflict of Interest Affidavit (Attachment G in the CATS+ RFP)
4. Living Wage Affidavit (Attachment I in the CATS+ RFP)
5. Certification Regarding Investments in Iran (Attachment 4 of this RFR)
6. Any other required documentation to demonstrate meeting minimum qualifications.
7. Sample documentation prepared for a similar project showing:
   - Workflows and business processes utilizing swimlane diagrams and data flows;
   - Functional/business requirements, technical requirements, and non-functional/non-technical requirements

**Email 2 of 2 as a password protected file with "Financial": Master Contractor Name, RFR number, & candidate name in the subject line. The password must be unique for each candidate e-mail.**

1. Price Proposal (Attachment 2)

The PO will contact Master Contractors to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file will be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

1. Copy of current PMI certificate, or equivalent (equivalency to be determined by the PO)

## Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

1. Relevance of IT project management experience to minimum and preferred project management qualifications, labor category requirements, and project management duties and responsibilities (as described in Attachment 3).
2. Relevance of personnel's experience in emerging technologies related to preferred qualifications, labor category requirements, and project management duties and responsibilities (as described in Attachment 3).
3. Ability to clearly communicate and effectively execute the project tasks as demonstrated in the interview.
4. Training and education as it relates to preferred qualifications, labor category requirements, and project management duties and responsibilities (as described in Attachment 3).
5. Price

## Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering the evaluation factors set forth in the RFR and price. In this evaluation, technical merit is considered to have greater weight. The Agency PO will initiate and deliver a Task Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

**ATTACHMENT 1**

**RFR RESUME FORM**

RFR # E20P7400004

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR. If the RFR requests multiple Labor Categories, use a separate resume form for each Labor Category.

| | |
|---|---|
| Labor Category (from Section 1 of the RFR) | **Project Manager** |
| Candidate Name: | |
| Master Contractor: | |

**A. Education / Training**

| Institution Name / City / State | Degree / Certification | Year Completed | Field Of Study |
|---|---|---|---|
| <add lines as needed> | | | |

**B. Relevant Work Experience**

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the RFR. Starts with the most recent experience first; do not include non-relevant experience.

| | |
|---|---|
| **[Organization]**<br>**[Title / Role]**<br>**[Period of Employment / Work]**<br>**[Location]**<br>**[Contact Person (Optional if current employer)]** | *Description of Work…* |
| **[Organization]**<br>**[Title / Role]**<br>**[Period of Employment / Work]**<br>**[Location]** | *Description of Work…* |
| <add lines as needed> | |

**C. Employment History**

List employment history, starting with the most recent employment first

| Start and End Dates | Job Title or Position | Organization Name | Reason for Leaving |
|---|---|---|---|
| <add lines as needed> | | | |

**D. References**

List persons the State may contact as employment references

| Reference Name | Job Title or Position | Organization Name | Telephone / Email |
|---|---|---|---|
| | | | |

| <add lines as needed> | | | |
|---|---|---|---|

**LABOR CATEGORY PERSONNEL RESUME SUMMARY**
**(ATTACHMENT 1 CONTINUED)**
*"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.

| **Proposed Individual's Name/Company:** | **How does the proposed individual meet each requirement?** |
|---|---|
| **LABOR CATEGORY TITLE – PROJECT MANAGER** | |
| **Requirement** | **Candidate Relevant Experience *** |
| **Education:**<br>Minimum: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.<br>Preferred:<br>1. A Master's Degree is preferred.<br>2. Project management certification is preferred. | **Education:**<br>1. |
| **General Experience:**<br>Minimum: At least five (5) years of experience in project management.<br>Preferred:<br>1. At least ten (10) years of experience in project management.<br>2. PMI certification as a PMP or equivalent, as determined by the PO. | **General Experience:**<br>1. |
| **Specialized Experience:**<br>Minimum:<br>At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.<br>At least three (3) years of experience within the past seven (7) years in conducting similar scope of work on comparable ERP/CRM/TMS projects with one of the following types of entities/clients:<br>• state or local governments<br>• finance/banking industry<br>• insurance claims management industry<br>Preferred:<br>1. At least ten (10) years of experience in managing IT related projects.<br>2. Demonstrated a leadership role in at least three (3) | **Specialized Experience:**<br>1. |

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| successful projects that were delivered on time and on budget. | |

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

**Master Contractor Representative:**

_________________________________ _________________________________ ________________
Print Name Signature Date

**Proposed Individual:**

_____________________________________ ________________
Signature Date

*Instruction: Sign each form.*

**ATTACHMENT 2**

**PRICE PROPOSAL**

RFR # *E20P7400004*

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

| **Period 1 (one year)** | | | | |
|---|---|---|---|---|
| CATS+ Labor Category | A | B | C | D |
| | Fully Loaded Annual Labor Rate* | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 1 Extended Price (B x C) |
| Project Manager | $ | $ | 1000 | $ |
| | | | Total Period 1 Evaluation Price: | |
| **Period 2 (one year)** | | | | |
| CATS+ Labor Category | A | B | C | D |
| | Fully Loaded Annual Labor Rate* | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 2 Extended Price (B x C) |
| Project Manager | $ | $ | 1000 | $ |
| | | | Total Period 2 Evaluation Price: | |
| **Period 3 (one year)** | | | | |
| CATS+ Labor Category | A | B | C | D |
| | Fully Loaded Annual Labor Rate* | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 3 Extended Price (B x C) |
| Project Manager | $ | $ | 1000 | $ |
| | | | Total Period 3 Evaluation Price: | |
| **Period 4 (one year)** | | | | |
| CATS+ Labor Category | A | B | C | D |
| | Fully Loaded Annual Labor Rate* | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 3 Extended Price (B x C) |
| Project Manager | $ | $ | 1000 | $ |
| | | | Total Period 4 Evaluation Price: | |
| **Period 5 (one year)** | | | | |
| CATS+ Labor Category | A | B | C | D |
| | Fully Loaded Annual Labor Rate* | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 3 Extended Price (B x C) |
| Project Manager | $ | $ | 1000 | $ |
| | | | Total Period 5 Evaluation Price: | |
| | | | | |
| | | | **Total RFR Price (Sum of Periods 1-5 Prices):** | $ |

| | |
|---|---|
| Authorized Individual Name | Company Name |
| Title | Company Tax ID # |
| Signature | Date |

*The Agency reserves the right to award each individual position at either the proposed Annual Labor Rate or proposed Hourly Labor Rate. The Annual Labor Rate requires a minimum of 1920 hours worked annually. The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Both rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

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| **ATTACHMENT 3**<br>**RFR #E20P7400004**<br>**ROLE: SENIOR PROJECT MANAGER (SPM) - CATS+ LABOR CATEGORY: PROJECT MANAGER**<br>**DUTIES & RESPONSIBILITIES** | |
| **1. ROLE DEFINITIONS**<br>The purpose of this section is to distinguish among the roles interacting with the SPM obtained through this RFR. | |
| A. | Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award. |
| B. | TO Manager – State staff person who oversees the SPM's work performance and administers the TO once it is awarded. |
| C. | TO Contractor – The CATS+ Master Contractor awarded a TO as a result of this RFR. The TO Contractor shall provide the SPM resource and be accountable for SPM work performance under the TO. |
| D. | Senior Project Manager (SPM) – The person provided by the TO Contractor as a result of this RFR. The SPM is responsible for overall project planning and execution. The SPM is responsible for performing the duties and responsibilities described in Attachment 3, and for completing all assigned tasks and deliverables under the TO. The SPM reports directly to the TO Manager and shall oversee and direct the Project Team made up of State and contractual personnel. |
| E. | Other Project Contractors – The Contractors responsible for project implementation, including their PM and other personnel assigned to the project. The Contractors report to the PM for project purposes with oversight by the TO Manager. |
| **2. SENIOR PROJECT MANAGER DUTIES AND RESPONSIBILITIES** | |

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| The SPM shall oversee and direct the project team comprised of current State and contractual personnel. Responsibilities include overall project governance and direction, and risk management as needed. Duties shall focus on project monitoring, control, team integration, change integration, and corrective action as needed. The position shall ensure the application of PMI and State SDLC standards in managing the project.<br>The SPM shall report to the TO Manager and perform the tasks described in the table below. The SPM shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager. SPM performance shall be rated by the State each month, based on performance in the nine PMBOK knowledge areas as applied to the Project, and the quality of the written deliverables described in Section 7 below (See Exhibit 1 – Deliverable Product Acceptance Form for performance rating criteria).<br>The SPM shall be accountable for the creation of any and all written deliverables that do not exist for the project, and for the updating of those that do exist. The SPM shall ensure that all deliverables are consistent with standards in the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) (see Section 3 below). | |
| **SPM Project Management Duties**<br>An asterisk (*) by the section number below and bold italics identifies a deliverable associated with the duty / responsibility. Refer to Section 7 for full descriptions of all deliverables and time of performance. | |
| 2.1 | 1. Become thoroughly knowledgeable on all aspects of the Project. |
| 2.2 | 1. Provide Project Management consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC. Manage and integrate project resources including oversight of the project team. Exercise PM best practices for the Project and oversee project activities consistent with the nine knowledge areas including:<br>a. Procurement Management - consisting of procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities.<br>b. Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.<br>c. Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.<br>d. Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.<br>e. Cost Management - consisting of resource planning, cost estimating, budgeting and cost control activities.<br>f. Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities.<br>g. Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.<br>h. Quality Management - consisting of quality planning, quality assurance and quality control activities.<br>i. Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities. |
| 2.3 * | 1. Create (if necessary) and manage updating of the ***Project Management Plan (Deliverable 7.1).***<br>2. Ensure that plan components adequately document how the project will be executed, monitored and controlled.<br>3. Ensure that the plan adequately defines the managerial, technical, and supporting processes and |

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| | activities necessary for sound project development.<br>4. Ensure that the plan adequately covers topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the project. |
| 2.4 * | 1. Create (if necessary) and manage updating of the ***Work Breakdown Structure (WBS) (Deliverable 7.2)*** consistent with PMBOK standards for all project work. |
| 2.5 * | 1. Create (if necessary) and manage updating of the ***Integrated Master Schedule (Deliverable 7.3)*** based on the WBS (see 2.4 above) and usable for tracking project activities.<br>2. This schedule should include all project management, agency and contractor activities in sufficient detail to manage the project.<br>3. The schedule should include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities.<br>4. The activities duration in the master schedule should be at appropriate level of granularity to manage and track project progress.<br>*5.* Oversee appropriate updates to the Project Management Plan (see 2.3 above) and related project components as outlined in the SDLC. |
| 2.6 | 1. Oversee integration of other Project Contractors' schedules and methodologies into the *Integrated Master Schedule* (see 2.5 above) to track all project progress.<br>2. Ensure appropriate updates to the Project Management Plan (see 2.3 above) and related project components as outlined in the SDLC. |
| 2.7 * | 1. Create (if necessary) and manage updating of the ***Communications Management Plan (Deliverable 7.4)*** for all project stakeholders.<br>2. Include stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan.<br>*3.* Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project. |
| 2.8 * | 1. Create (if necessary) and manage updating of the ***Risk Management Plan (RMP) and Risk Registry (Deliverable 7.5)***.<br>2. At a minimum the RMP shall:<br>a. Identify and prioritize potential risks to successful completion of the SDLC Phases.<br>b. Incorporate pertinent risk information found in the Master Project Status Report (see 2.14 below).<br>c. Include a Risk Registry of all project risks that will be updated throughout the project. |
| 2.9 | 1. Develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders. |
| 2.10 * | 1. Ensure the Project Team has created and is updating a ***Deliverable Comments Matrix (DCM) (Deliverable 7.6)*** for each deliverable or SDLC product provided by each Project Contractor's primary point of contact.<br>2. Ensure that the Project Team reviews, and coordinates the review among appropriate stakeholders, of Project deliverables for completeness and conformance to requirements.<br>3. Ensure the Project Team documents resulting issues and questions in the DCM to be resolved by the |

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| | Development Contractor prior to deliverable acceptance.<br>4. Ensure the Project Team reviews subsequent updated versions of deliverables to confirm all issues and questions have been resolved satisfactorily.<br>*5.* The DCM process is part of the Quality Assurance Plan (see 2.13 below). |
| 2.11 * | 1. Create (if necessary) and manage updating of the ***Change Management Plan (Deliverable 7.7)*** that describes the process for making changes to project scope, requirements, or cost as necessary.<br>2. At a minimum, the Change Management Plan shall:<br>a. Describe the change management and approval processes to include:<br>i. Coordination with the TO Procurement Officer to define change order scope, cost, and project impact of proposed changes to the project;<br>ii. Coordination with the TO Manager for review and approval of proposed changes to the project;<br>iii. Coordination with the Project Team and any Contractors for review and agreement on proposed changes;<br>iv. Coordination with the TO Manager and any Contractors for documentation and implementation of change orders; and<br>v. Project integration management consistent with the PMBOK for approved changes.<br>b. Describe the tools used (i.e. change request form) |
| 2.12 * | 1. Create (if necessary) and manage updating of the Requirements Traceability Matrix (RTM) (Deliverable 7.8) that describes and provides a numbering system for all project requirements for traceability through testing. The RTM process is part of the Quality Assurance Plan (see 2.13 below).<br>2. The RTM shall include test scenarios and acceptance criteria for all technical and functional requirements.<br>3. Ensure that the Project Team participates in requirements development as needed and traces requirements through testing and implementation via updates to the RTM.<br>4. Ensure that RTM updates are in conjunction with weekly requirements / design reviews (see 2.14 below).<br>5. Work closely with the Project Team and any Contractors to develop or review and update detailed project requirements. Requirements activities may include:<br>a. Stakeholder interviews;<br>b. Documenting before and after business processes;<br>c. Review of existing requirements documentation;<br>d. Joint Application Development (JAD) sessions;<br>e. COTS software "gap fit analysis";<br>f. Demonstrations of existing similar systems (benchmarking); and<br>*g.* Requirements walkthroughs |
| 2.13 * | 1. Create (if necessary) and manage updating of the Quality Management Plan (Deliverable 7.9).<br>2. At a minimum the QMP shall:<br>a. Describe the process for quality management of project deliverables via the DCM process (see 2.10 above).<br>b. Describe the process for quality management of requirements using the RTM (see 2.12 above).<br>c. Describe the processes for quality management of testing, software development and configuration management, as applicable.<br>d. Develop a written procedure for configuration control for application code promotion. |

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| 2.14 | 1. Ensure creation and ongoing updating of the PM Status Report and Timesheet (Deliverable 7.10).<br>2. At a minimum, the PM Status Report and Timesheet shall:<br>a. Report on completed and planned project activities for the reporting period,<br>b. Highlight schedule deviation from baseline,<br>c. Provide schedule updates, progress of work being performed, milestones attained, resources expended,<br>d. Document risks, and issues encountered and corrective actions taken<br>e. Track project cost and expenditures |
| 2.15 * | 1. Ensure creation and ongoing updating of the Master Status Report (Deliverable 7.11). Oversee weekly Project Team meetings, to include any Contractors when appropriate.<br>2. At a minimum the Master Status Report shall contain sections for the following:<br>a. Lessons learned from the project and any other pertinent status information.<br>b. Design / requirements reviews and discussions on project status.<br>c. Project status, risk and issue dispositions for the past week, and planned activities for the week upcoming.<br>d. PM activities and needed updates to the Integrated Master Schedule (see 2.5 above), Master RMP (see 2.8 above), and RTM (see 2.12 above).<br>e. Performance as measured against the Project Schedule. |
| 2.16 | 1. Ensure project governance and control according to the Project Management Plan (see 2.3 above).<br>2. Work with the Project Team and any Contractors to address schedule variances.<br>3. Ensure the documentation of schedule variances in the Integrated Master Schedule (see 2.5 above) and Master Status Report (see 2.15 above). |
| 2.17 | 1. Ensure that the Project Team will collect, organize, store, and manage project documents in a central repository. This includes:<br>a. Maintaining current and archival files (electronic and paper)<br>b. Collecting and distributing information to and from stakeholders<br>c. Entering updates into project tracking systems |
| 2.18 | 1. Function as a liaison between Agency personnel, project stakeholders and any Contractors. |
| 2.19 | 1. Assign other minor duties related to project management support to the Project Team. Minor duties may include:<br>a. Responding to phone calls and email<br>b. Making photo copies<br>c. Scheduling and attending ad hoc meetings<br>d. Engaging in TO performance discussions<br>e. Coordinating Development Contractor invoicing<br>f. Participating in Independent Verification & Validation (IV&V) assessments. |
| 2.20 * | 1. Ensure the creation/updating of a Human Resource Management Plan (Deliverable 7.12).<br>2. At a minimum, the Human Resource Management Plan shall:<br>a. Identify project tasks and assignments and work with Agency and any Contractors to resolve workload conflicts.<br>b. Define roles and responsibilities needed for each resource on the project. |

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| | c. Provide projections for resource and resource utilization.<br>d. Define staff acquisition strategy including backfilling of State resources if applicable.<br>e. Document staff training plan if required.<br>f. Define organizational structure based on resources. |
| 2.21 * | 1. Ensure the creation/updating of a Schedule Management Plan (Deliverable 7.13).<br>2. At a minimum, the Schedule Management Plan shall:<br>a. Document tools the project will use to manage the schedule and frequency of updates.<br>b. Define process for how schedule shall be tracked and reported including metrics used to report overall schedule performance.<br>c. Define process for schedule change process, including the process for baselining schedule and approving schedule changes. |
| 2.22 * | 1. Ensure the creation/updating of a Cost Management Plan (Deliverable 7.14).<br>2. At a minimum, the Cost Management Plan shall:<br>a. Establish the activities and criteria for planning, structuring, and controlling project costs.<br>b. Establish the project cost baseline through cost estimation and budget determination.<br>c. Define cost estimating and cost controls for the project.<br>d. Define and document how costs and cost variances will be reported regularly. |
| 2.23 * | 1. Ensure the creation/updating of a Procurement Management Plan (Deliverable 7.15).<br>2. At a minimum, the Procurement Management Plan shall:<br>a. Define the procedures for how the project will purchase or acquire all products and services needed from outside the team to perform project tasks<br>b. Document procurement management activities for the project.<br>c. Document contract management activities for the project. |
| 2.24 | 1. Other project-related duties as assigned by TO Manager. |
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**3. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The SPM shall keep informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to activities and obligations under the TO Agreement, as those laws, policies, standards and guidelines may be amended from time to time. The SPM shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. These may include, but are not limited to:

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| A. | The nine project management knowledge areas in the PMI's PMBOK. |
| B. | The State's 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. |

**4. SUBSTITUTION OF PERSONNEL**

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| A. | **DIRECTED PERSONNEL REPLACEMENT** |

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| | A. The Agency TO Manager may direct the Master Contractor to replace any contractor personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Contract, or RFR requirement.<br><br>B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the Master Contractor, describing the problem and delineating the remediation requirement(s). The Master Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the Master Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the Master Contractor shall immediately implement the Remediation Plan.<br><br>C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the contractor personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Paragraph B.<br><br>D. In circumstances of directed removal, the Master Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the contractor personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.<br><br>E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.<br><br>F. Replacement or substitution of contractor personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the RFR or which otherwise may be available at law or in equity. |
| B. | SUBSTITUTION OF PERSONNEL PRIOR TO RFR EXECUTION (AND UP TO 30 DAYS AFTER RFR EXECUTION)<br><br>Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed candidate only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are full-time employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.<br><br>An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service. |
| C. | SUBSTITUTION AFTER 30 DAYS POST RFR EXECUTION<br><br>The procedure for substituting personnel after RFR execution is as follows:<br><br>1. The Master Contractor may not substitute personnel without the prior approval of the Agency TO Manager.<br><br>2. To replace any personnel, the Master Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.<br><br>3. Proposed substitute individual shall be approved by the Agency TO Manager. The Agency TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the Agency TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time |

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| | frame established by the Agency TO Manager, the TO Agreement may be cancelled. |
| **5.** | **WORK HOURS** |
| A. | The SPM will work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays and Service Reduction days or other office closures, or an alternate work schedule with prior approval of the Agency TO Manager. |
| B. | Duties also may require some evening and/or weekend hours billed on actual time worked at the proposed hourly rate. |
| **6.** | **SENIOR PROJECT MANAGER DELIVERABLES AND TIME OF PERFORMANCE** |

*Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 4 above.*

| ID # | Deliverable Description | Acceptance Criteria | Time of Performance |
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| **6.1** | ***Project Management Plan*** | MS Word document (or mutually agreed upon document) that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as defined in the PMBOK. The Project Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Updated quarterly or as directed by the TO Manager |
| **6.2** | ***Work Breakdown Structure (WBS)*** | MS Word or Excel document (or mutually agreed upon document) that contains tiers showing project milestones or phases in the top level with a breakdown of major project tasks into manageable "work packages" underneath. Work packages at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Updated quarterly or as directed by the TO Manager |
| **6.3** | ***Integrated Master Schedule*** | MS Project document (or mutually agreed upon document) that is based on the WBS (see 6.2 above) and suitable for tracking project activities. At a minimum, the Master Schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all project activities during the SDLC. The activities durations in the master schedule should have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated deliverable encompassing all project activities. The Integrated Master Schedule shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Update bi-weekly or as directed by the TO Manager |
| **6.4** | ***Communications Management Plan*** | MS Word document (or mutually agreed upon document) that captures the stakeholder contact list, the types of information to be disseminated, the format for each type, a schedule of when | Updated quarterly or as directed by |

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| | | information will be produced and disseminated, and the method for updating the communications plan. This is a single deliverable maintained throughout the life of project. The Communications Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | the TO Manager |
| **6.5** | ***Risk Management Plan (RMP) and Risk Registry*** | MS Word or Excel document (or mutually agreed upon document) that describes the risk management procedures for the project. The RMP will include a table of potential risks and recommended risk responses, and will incorporate risk information found in deliverables provided by the Development Contractor. This is a single, periodically updated deliverable encompassing all project risks. A ***Risk Registry*** will be created for logging all project risk using MS Excel or other appropriate table format. The Risk Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Update bi-weekly or as directed by the TO Manager |
| **6.6** | ***Deliverable Comments Matrix (DCM)*** | MS Word or Excel document (or mutually agreed upon document) that is used to capture comments and recommended changes to each Project deliverable prior to acceptance. A separate DCM is required for each deliverable or SDLC product. The DCM shall comply with Attachment 2, Section 2 requirements for the deliverable. | Project deliverable due date + 5 working days |
| **6.7** | ***Change Management Plan*** | MS Word document (or mutually agreed upon document) that describes the procedure for proposing, evaluating, approving, and documenting changes to project scope, schedule, and cost. This Plan should include any tools or templates used for change management, for example, change request form. The Change Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Updated quarterly or as directed by the TO Manager |
| **6.8** | ***Requirements Traceability Matrix (RTM)*** | MS Word or Excel document (or mutually agreed upon document) that describes technical and functional requirements. At a minimum, requirements should be numbered for traceability, testable and the descriptions unambiguous. The RTM should contain acceptance criteria for each requirement and a test method for verifying completion based on the criteria. The RTM shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Updated bi-weekly or as directed by the TO Manager |
| **6.9** | ***Quality Assurance (QA) Plan*** | MS Word document (or mutually agreed upon document) that describes how quality, meaning conformance to project requirements, will be monitored throughout the project life cycle. The QA Plan should describe the steps for deliverable review and updating via the DCM process (see 6.6 above). The QA Plan should describe the requirements tracking process via the requirements traceability process (see 6.8 above). The QA plan should define signoff procedures for project milestones and deliverables. The Quality Assurance Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | Updated quarterly or as directed by the TO Manager |
| **6.10** | ***Project Manager*** | MS Word document (or mutually agreed upon document) that | At least bi- |

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| | ***Status Report and Timesheet*** | captures and tracks ongoing PM activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues. | weekly or as directed by the TO Manager |
| **6.11** | ***Master Status Report*** | MS Word document (or mutually agreed upon document) that captures and tracks ongoing project activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, the completion status of project deliverables and status of Project costs (planned vs. actual). The report will describe issues identified on the project and the status of efforts to resolve issues and mitigate risks.<br>The report will have sections describing necessary updates to the Integrated Master Schedule (Deliverable 6.3) and Risk Registry (Deliverable6.5). The report will document lessons learned from the project and any other pertinent status information. | At least bi-weekly or as directed by the TO Manager |
| **6.12** | ***Human Resource Management Plan*** | MS Word or Excel document (or mutually agreed upon document) that describing how and when human resource requirements will be met on the project. The plan shall consider resource needs for the full life of the system including operations and maintenance and address staff acquisition, timing and training needs. The Human Resource Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | To be determined by the Senior Project Manager |
| **6.13** | ***Schedule Management Plan*** | MS Word document (or mutually agreed upon document) that establishes the specific procedures for how the project schedule will be managed and controlled and is as detailed as necessary to control the schedule through the life cycle based on the size, risk profile, and complexity of the project. The Schedule Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | To be determined by the Senior Project Manager |
| **6.14** | ***Cost Management Plan*** | MS Word document (or mutually agreed upon document) that establishes the activities and criteria for planning, structuring, and controlling project costs. The Cost Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | To be determined by the Senior Project Manager |
| **6.15** | ***Procurement Management Plan*** | MS Word document (or mutually agreed upon document) that define the procedures to purchase or acquire all products and services needed from outside the team to perform project tasks. The document shall define processes for plan purchases and acquisitions including acquisition strategy, contract administration, and contract closure. The Procurement Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable. | To be determined by the Senior Project Manager |

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RFR # *E20P7400004*

**ATTACHMENT 4 - CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. "Engaging in investment activities in Iran" means:

A. Providing goods or services of at least $20 million in the energy sector of Iran; or
B. For financial institutions, extending credit of at least $20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

***The Investment Activities in Iran list is located at: www.bpw.state.md.us***

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: ______________________________________________

Signature of Authorized Representative: __________________________________________

Date: _____________ Title: _______________________________________________________

Witness Name (Typed or Printed): _________________________________________________

Witness Signature and Date: ______________________________________________________



**ATTACHMENT 5**

## NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this ___ day of ______________, 20__, by and between the State of Maryland ("the State"), acting by and through The Treasurer's Office (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 RFR No. E20P7400004 dated ______________, (the "RFR) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; 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 RFR 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 RFR or who will otherwise have a role in performing any aspect of the RFR, 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 Master Contract 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

| **TO Contractor/TO Contractor's Personnel:** | **State Treasurer's Office:** |
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| Name:___________________________ | Name: ______________________________ |
| Title:____________________________ | Title:_________________________________ |
| Date: ____________________________ | Date: _______________________________ |