

**Request for Resume (RFR) for Project Manager (Technical)**  
**CATS+ Master Contract RFR #J01B8400009**  
**All Master Contract Provisions Apply**

Section 1 – General Information			
<b>RFR Number: (Reference BPO Number)</b>	J01B8400009		
<b>Functional Area (Enter One Only)</b>	FA 10 – IT Management Consulting Services		
<b>Labor Category/s</b>			
A single support staff or support groups of up to five members may be engaged for <b>up to six months</b> without renewal options. <b>Agencies must pursue a concurrent procurement for any positions that may last longer than 6 months, other than the position of MITDP Project Manager.</b> 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:			
<b>1. Project Manager (Technical)</b>			
<b>Anticipated Start Date</b>	10/30/2017		
<b>Duration of Assignment</b>	6 Months		
<b>Designated Small Business Reserve? (SBR): (Enter “Yes” or “No”)</b>	Yes		
<b>MBE Goal, if applicable</b>	% 0		
<b>Issue Date: mm/dd/yyyy</b>	09/05/2017	<b>Due Date:</b> mm/dd/yyyy	09/26/2017
		<b>Time (EST):</b> 00:00 am/pm	2:00 P.M. (EST)
<b>Place of Performance:</b>	Maryland Department of Transportation (MDOT) 7201 Corporate Drive, Hanover, MD 21076		
<b>Special Instructions:</b> <i>(Interview and down-select process).</i>	<p><i>Candidates must meet all the minimum qualifications. In person interviews, will be conducted by a panel using a standard set of questions. Candidate will be asked to provide a writing sample during the interview.</i></p> <p>Interviews, which are a type of oral presentation, will be performed, by phone <b>or</b> in person, for all Offerors meeting minimum qualifications, or, in the event of a down select, for all Offerors identified in the down select process (see below). 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.</p> <p>In the event that more than ten (10) qualified proposals are received, the TO Procurement</p>		

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	<p>Officer may elect to follow a down-select process as follows:</p> <p>a. A technical ranking will be performed for all proposals based on the resume. Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individual's qualifications align with the position needs as described in this RFR.</p> <p>The top ten (10) proposals identified by the technical ranking will be invited to interview. All other Offerors will be notified of non-selection for this TORFP.</p>		
<p><b>Security Requirements:</b> <i>(if applicable)</i></p>	<p><i>Selected personnel shall pass a background check and obtain a State ID badge. All costs associated with the background check will be the responsibility of the Master Contractor.</i></p>		
<p><b>Invoicing Instructions</b></p> <p>1. The Master Contractor's resource shall send a copy of the signed timesheets and activity reports to the TO Manager.</p> <p>2. The Master Contractor shall invoice as follows: Hourly Labor Rate: Task Orders awarded at the Hourly Labor Rate shall be invoiced monthly for actual hours X Labor Rate.</p>			
<p><b>Special Invoicing Instructions:</b></p>	<p>All Invoices shall be sent to OTTS_Finance (OTTSFinance@mdot.state.md.us) Maryland Department of Transportation 7201 Corporate Center Drive, Hanover, Maryland, 21076 Telephone 410-865-1172</p>		
<p><b>Section 2 – Agency Procurement Officer (PO) Information</b></p>			
<p><b>Agency / Division Name:</b></p>	<p>Maryland Department of Transportation (MDOT) Office of Transportation Technology Services (OTTS)</p>		
<p><b>Agency PO Name:</b></p>	<p><i>Joy Abrams</i></p>	<p><b>Agency PO Phone #:</b></p>	<p><i>410-865-1129</i></p>
<p><b>Agency PO Email Address:</b></p>	<p><i>jabrams@mdot.state.md.us</i></p>	<p><b>Agency PO Fax:</b></p>	<p><i>410-865-1388</i></p>
<p><b>Agency PO Mailing Address:</b></p>	<p>Maryland Department of Transportation 7201 Corporate Center Drive, Hanover, Maryland, 21076</p>		
<p><b>Section 3 – Scope of Work</b></p>			
<p><b>Agency / Project Background</b></p>			
<p>MDOT and the Office of Minority Business Enterprise (OMBE) has determined the need for a fully automated certification system to manage the certification process for minority businesses.</p>			

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Disadvantaged Business Enterprise (DBE) is the Federally mandated program; Minority Business Enterprises (MBE) is the State of Maryland’s MBE program. Requirements for certification processing are regulated by law, either Federal or State. Each State receiving Federal funds must comply with the Federal requirements. In MDOT's case, CFR 49; State requirements differ and are defined by COMAR. MDOT OMBE manages certifications for all Maryland State Agencies and any firm seeking to do business with a Maryland State Agency.

OMBE is currently using a custom-developed application that stores data in an Oracle relational database. This system was developed in 2004 and is maintained in-house. With the required 90-day certification turn-around time, enhanced online automation is necessary to support the growing number of firms requesting certification and/or annual reviews. Furthermore, MDOT is at risk being reliant on a single resource that can support the application/database.

In an effort to determine a more robust solution, OTTS reviewed and documented the following:

- OMBE requirements
- All OMBE Processes for the initial certification, the annual review, as well as all related sub-processes
- COMAR regulations mandating the electronic processing of applications for certification of, but not limited to:
  - Minority Business Enterprise (MBE)
  - Disadvantaged Business Enterprise (DBE)
  - Airport Concessions Disadvantaged Business Enterprise (ACDBE)
  - Small Business Enterprises (SBE)

The B2Gnow SaaS solution, developed by B2Gnow, fulfills the needs of OMBE and is in the process of being procured. MDOT is now seeking a Technical Project Manager to oversee and provide project management services to MDOT and OMBE through the remainder of the project; which includes the configuration and integration of the new online certification system, data migration, reporting and templates, custom exports, secure transition to operational support, and project close-out.

<b>Job Description/s</b>	
<b>Labor Category/s</b> (From Section 1 Above)	<b>Duties / Responsibilities</b>
1. Technical Project Manager (TPM)	1. This position reports directly to the Task Order (TO) Manager and is responsible for all technical aspects of the MBE Certification Software project. 2. The TPM is responsible for managing the technical elements of the project in accordance with Project Management Body of Knowledge (PMBOK) and Systems Development Lifecycle (SDLC). 3. The position shall ensure the appropriate application of the Project Management Institute’s (PMI) PMBOK and the State’s SDLC in managing the project. 4. Duties include, but are not limited to: <ul style="list-style-type: none"> <li>• Facilitate, support and liaison with the software solution vendor, as well MDOT and OMBE project leadership and business users.</li> <li>• Work with the software solution vendor and OMBE to determine the implementation schedule, this shall be included with the Master</li> </ul>

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	<p>Integrated Schedule. Review OMBE business processes with the software solution vendor to ensure the software is configured to support the business processes.</p> <ul style="list-style-type: none"> <li>• Create and regularly update project schedules, issues list, risk lists and other documentation.</li> <li>• Work with OMBE and the software solution vendor to define test cases and develop test scripts; orchestrate the testing.</li> <li>• Test to ensure OMBE user needs are satisfied, requirements met, and all functionality and links are working as expected. Advocate on behalf of OMBE users and user needs.</li> <li>• Assist the solutions vendor to develop a migration document and plan to ensure all required data is migrated successfully.</li> <li>• Work with OMBE on data clean-up and to determine what data is to be migrated. Work with OMBE to map the data from the existing database to the new database and work with the vendor to migrate the data.</li> <li>• Responsible for the deployment of the system to ensure configuration and integration changes are in-line with the OMBE requirements and business processes.</li> <li>• Work with the software solution vendor and OMBE to customize templates and reports, and develop custom exports.</li> <li>• Provide continued support and expertise during the deployment and initial maintenance period by tracking and facilitating the resolution of system issues.</li> <li>• Handle the secure transition of the project, and project close-out.</li> </ul> <p><i>See Attachment 3 for a detailed description of duties, responsibilities and deliverables.</i></p>
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**Minimum Qualifications**

For minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. In addition, qualified candidates must 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.**

<b>Labor Category/s</b> (From Section 1 Above)	<b>Minimum Qualifications</b>
1. Technical Project Manager	<p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.</li> </ul> <p><b>General Experience:</b></p> <ul style="list-style-type: none"> <li>• At least five (5) years of experience in project management.</li> </ul> <p><b>Specialized Experience:</b></p> <ul style="list-style-type: none"> <li>• 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</li> </ul>

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<b>Preferred Qualifications</b>	
The additional Experience/Knowledge/Skills listed below are preferred by the State.	
Labor Category/s	Preferred Qualifications
1. Technical Project Manager	<p><b>General Experience:</b></p> <ul style="list-style-type: none"> <li>• At least two (2) years of Agile Project Management experience</li> <li>• At least two (2) years of SQL Database experience</li> <li>• PMI certification as a PMP and/or PMI-ACP</li> <li>• At least two (2) years experience in integration of a SaaS solution, migration from a legacy system and development of a custom reporting and templates</li> <li>• At least two (2) year experience in managing application configurations and integrations to meet requirements for reports, interfaces, data conversions and added functionality</li> <li>• At least five (5) years experience using SDLC methodology through the life of the project.</li> <li>• Experience managing project scope and business requirements change</li> <li>• Experience monitoring, evaluating and reporting on project quality and performance</li> <li>• Project management and leadership skills in leading a very diverse user population through project development and delivery</li> <li>• Preference of experience in minority business or certification processing</li> <li>• Strong communication and business analysis skills</li> </ul>

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**Section 4 - Required Submissions**

**NOTE:**

- Master Contractors shall propose only one (1) candidate for the position requested.
- 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.
- 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

**Email 1 of 2 as a password protected file with “Technical”:** Master Contractor Name, RFR number, & candidate name in the subject line. **The password must be unique for each submission e-mail**

- Resume for proposed resource described in the RFR (Attachment 1), Resume shall show evidence of all skills listed in Section 3 – Scope of Work
- Three (3) current references that can be contacted for performance verification of the submitted proposed candidate’s work experience and skills. Telephone number and email address of reference is needed References must be accessible and knowledgeable regarding proposed candidate’s work.
- PMI certification as a PMP and/or PMI-ACP for proposed candidate
- Conflict of Interest Affidavit (Attachment 6 in this RFR)
- Living Wage Affidavit (Attachment 8 in this RFR)
- Certification Regarding Investments in Iran (Attachment 4 of this RFR)
- Any other required documentation to demonstrate meeting minimum qualifications.
- Small Business Affidavit – Attachment 10

**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 submission e-mail.**

- Price Proposal (Attachment 2) Price proposal shall include a statement that the proposed rate is all inclusive – Use Attachment 2 for the Price Proposal. Submit in PDF format

The Procurement Officer will contact Master Contractors to obtain the password to the technical and 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 or technical content shall not be allowed.

**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 Section 3 and Attachment 3), and as demonstrated using MS Project.
2. Ability to clearly communicate as demonstrated in the interview verbally, and through writing examples.
3. Training and education as it relates to minimum and preferred, labor category requirements, and project management duties and responsibilities (as described in Attachment 3).
4. References as defined in section 4 details above.
5. Price as defined in Price Proposal (as described in Attachment 2).

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**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 price and the evaluation factors set forth in the RFR. In making this selection, technical merit has greater weight over price. Requirements prior to commencement of work: The Agency PO will initiate and deliver a Task Order Agreement Attachment 9 to the selected Master Contractor. A completed Attachment 5 and 5 A – Non-Disclosure Agreement, A completed Attachment 7 Criminal Background Check Affidavit. ***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.***

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**ATTACHMENT 1**

**RFR RESUME FORM**

**RFR # J01B8400009**

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 proposed candidate.

Labor Category **Project Manager (Technical)**  
(from Section 1 of the RFR)

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] *Description of Work...*  
[Title / Role]  
[Period of Employment / Work]  
[Location]  
[Contact Person (Optional if current employer)]

[Organization] *Description of Work...*  
[Title / Role]  
[Period of Employment / Work]  
[Location]

<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>			

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**LABOR CATEGORY PERSONNEL RESUME SUMMARY**

(ATTACHMENT 1 CONTINUED)

\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

<b>Proposed Individual’s Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CATEGORY TITLE – PROJECT MANAGER (TECHNICAL)</b>	
<b>Requirement</b>	<b>Candidate Relevant Experience *</b>
<b>Education:</b> <ul style="list-style-type: none"> <li>• Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.</li> </ul>	<b>Education:</b> <ol style="list-style-type: none"> <li>1.</li> </ol>
<b>General Experience:</b> <ul style="list-style-type: none"> <li>• At least five (5) years of experience in project management</li> </ul>	<b>General Experience:</b> <ol style="list-style-type: none"> <li>1.</li> </ol>
<b>Specialized Experience:</b> <ul style="list-style-type: none"> <li>• 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</li> </ul>	<b>Specialized Experience:</b> <ol style="list-style-type: none"> <li>1.</li> </ol>
<b>Preferred Experience:</b> <ul style="list-style-type: none"> <li>• At least two (2) years of Agile Project Management experience</li> <li>• At least two (2) years of SQL Database experience</li> <li>• PMI certification as a PMP and/or PMI-ACP</li> <li>• At least two (2) years experience in integration of a SaaS solution, migration from a legacy system and development of a custom reporting and templates</li> <li>• At least two (2) year experience in managing application configurations and integrations to meet requirements for reports, interfaces, data conversions and added functionality</li> <li>• At least five (5) years experience using SDLC methodology through the life of the project.</li> <li>• Experience managing project scope and business requirements change</li> <li>• Experience monitoring, evaluating and reporting on project quality and performance</li> <li>• Project management and leadership skills in leading a very diverse user population through project development and delivery</li> <li>• Preference of experience in minority business or certification processing</li> <li>• Strong communication and business analysis skills</li> </ul>	<b>Preferred Experience:</b> <ol style="list-style-type: none"> <li>1.</li> </ol>

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The information provided on this form for this proposed candidate 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.*

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**ATTACHMENT 2  
PRICE PROPOSAL  
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*(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)*

Period 1 (six months)				
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 (Technical)	\$	\$	1000	\$
Total Period 1 Evaluation Price:				
<b>Total RFR Price:</b>				\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Rate must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the Terms of Agreement (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**

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**TECHNICAL PROJECT MANAGER (TPM)**

**DUTIES & RESPONSIBILITIES**

**1. ROLE DEFINITIONS**

The purpose of this section is to distinguish among the roles interacting with the TPM 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 TPM’s work performance and administers the TO once it is awarded. The TO Manager for this contract will be the MDOT Senior Project Manager.
C.	TO Contractor – The CATS+ Master Contractor awarded a TOA as a result of this RFR. The TO Contractor shall provide the TPM resource and be accountable for TPM work performance under the TO.
D.	Technical Project Manager (TPM) – The resource provided by the TO Contractor as a result of this RFR. The TPM is responsible for overall technical project planning and execution. The TPM is responsible for performing the duties and responsibilities described in Section 3 and Attachment 3, and for completing all assigned tasks and deliverables under the TO. The TPM reports directly to the TO Manager and shall oversee and direct the Technical Project Team members 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 TO Manager for project purposes with oversight by the MDOT PMO (MDOT Project Management Office).

**2. TECHNICAL PROJECT MANAGER DUTIES AND RESPONSIBILITIES**

The TPM shall oversee and direct the technical project teams comprised of current State and contractual personnel. Responsibilities include overall project governance and direction, technical architecture, and risk management as needed. Duties shall focus on technical project monitoring, project execution, project 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.

The TPM shall report to the TO Manager and perform the tasks described in the table below. The TPM shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager.

The TPM shall be accountable for the creation of all written deliverables that do not currently exist for the project, and for the updating of those that do exist. The TPM shall ensure that all deliverables are consistent with standards in the PMI PMBOK.

**TPM Project Management Duties**

2.1	1. Become thoroughly knowledgeable on all aspects of the Project including technical knowledge of software applications being utilized by the project.
2.2	1. Provide guidance and oversight on all aspects of Technical Project Teams (Data warehouse, Portal, Integration, Development, Conversion, Configuration Management and others). Provide guidance on technical aspects of project to include: a. Technical Architecture (Hardware, System Security, Data Warehouse, Portal, Network, etc.)

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	<ul style="list-style-type: none"> <li>b. Programming Standards and Guidelines in compliance with State of Maryland</li> <li>c. Development methodology, frameworks and project tools</li> <li>d. Technical and Non-functional requirements analysis and management.</li> </ul>
2.3	<ol style="list-style-type: none"> <li>1. Perform Technical Project Management consistent with PMI and PMBOK principles of project management.</li> <li>2. Manage and integrate project resources including oversight of the technical project team.</li> <li>3. Exercise PM best practices for the project and oversee project activities consistent with the knowledge areas including: <ul style="list-style-type: none"> <li>a. Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.</li> <li>b. Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.</li> <li>c. Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.</li> <li>d. Cost Management - consisting of resource planning, cost estimating, budgeting and cost control activities.</li> <li>e. Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities.</li> <li>f. Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.</li> <li>g. Quality Management - consisting of quality planning, quality assurance and quality control activities.</li> <li>h. Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.</li> <li>i. Stakeholder Management – process of developing appropriate management strategies to effectively engage stakeholders throughout the project life circle, based on the analysis of their needs, interests, and potential impact on project success.</li> </ul> </li> </ol>
2.4	<ol style="list-style-type: none"> <li>1. Review and provide input and updates to the <b>Project Management Plan</b>.</li> <li>2. Ensure that plan components adequately document how the project will be executed, monitored and controlled.</li> <li>3. Ensure that the plan adequately defines the managerial, technical, and supporting processes and activities necessary for sound project development.</li> <li>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.</li> </ol>
2.5	<ol style="list-style-type: none"> <li>1. Review and provide input and updates to the <b>Work Breakdown Structure (WBS) consistent</b> with PMBOK standards for all project work.</li> </ol>
2.6	<ol style="list-style-type: none"> <li>1. Review and provide input and updates to the <b>Integrated Master Schedule</b> based on the WBS (see 2.5 above) and usable for tracking project activities.</li> <li>2. This schedule shall include all project management, agency and contractor activities in sufficient detail to manage the project.</li> <li>3. The schedule shall include milestones, deliverables, periods of performance, degrees of completion,</li> </ol>

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	<p>and assigned resources for all project activities.</p> <ol style="list-style-type: none"> <li>4. The master schedule shall include the implementation schedule.</li> <li>5. The activities duration in the master schedule shall be at appropriate level of granularity to manage and track project progress.</li> <li>6. Oversee appropriate updates to the Project Management Plan (see 2.4 above) and related project components.</li> </ol>
2.7	<ol style="list-style-type: none"> <li>1. Ensure creation and ongoing updating of the PM Status Report and Timesheet.</li> <li>2. At a minimum, the PM Status Report and Timesheet shall: <ol style="list-style-type: none"> <li>a. Report on completed and planned project activities for the reporting period,</li> <li>b. Highlight schedule deviation from baseline,</li> <li>c. Provide schedule updates, progress of work being performed, milestones attained, resources expended,</li> <li>d. Document risks, and issues encountered and corrective actions taken.</li> </ol> </li> </ol>
2.8	<ol style="list-style-type: none"> <li>1. Ensure input and ongoing updating to the Master Status Report. Oversee weekly Technical Project Team meetings, to include any Contractors when appropriate.</li> <li>2. The Master Status Report shall contain sections for the following: <ol style="list-style-type: none"> <li>a. Lessons learned from the project and any other pertinent status information.</li> <li>b. Design / requirements reviews and discussions on project status.</li> <li>c. Project status, risk and issue dispositions for the past week, and planned activities for the week upcoming.</li> <li>d. PM activities and needed updates to the Integrated Master Schedule, and Master Risk Metrics Plan (RMP).</li> <li>e. Performance as measured against the Project Schedule.</li> </ol> </li> </ol>
2.9	<ol style="list-style-type: none"> <li>a. Ensure creation and ongoing updating of the Master Test Plan.</li> <li>b. The Master Test Plan shall contain: <ol style="list-style-type: none"> <li>a. Test Scenarios;</li> <li>b. Test Cases;</li> <li>c. Test Tracking Sheet;</li> <li>d. Roles and Responsibilities; and</li> <li>e. Test Data Requirements.</li> </ol> </li> </ol>
2.10	<ol style="list-style-type: none"> <li>1. Ensure project governance and control per the Project Management Plan.</li> <li>2. Work with the Technical Project Teams and any Contractors' technical resources to address schedule variances.</li> <li>3. Ensure the documentation of schedule variances in the Integrated Master Schedule and Master Status Report.</li> </ol>
2.11	<ol style="list-style-type: none"> <li>1. Ensure that the Technical Project Teams will collect, organize, store, and manage project documents in a central repository. This includes: <ol style="list-style-type: none"> <li>a. Maintaining current and archival files (electronic and paper).</li> <li>b. Collecting and distributing information to and from stakeholders.</li> <li>c. Entering updates into project tracking system.</li> </ol> </li> </ol>
2.12	<ol style="list-style-type: none"> <li>1. Function as a liaison between Agency personnel, project stakeholders, the Development</li> </ol>

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	Contractor's technical resources and Technical Project Teams.
2.13	<ol style="list-style-type: none"> <li>1. Assign other minor duties related to project management support to the Technical Project Team. Minor duties may include: <ol style="list-style-type: none"> <li>a. Responding to phone calls and email</li> <li>b. Making photo copies</li> <li>c. Scheduling and attending ad hoc meetings</li> <li>d. Engaging in TO performance discussions</li> <li>e. Participating in Independent Verification &amp; Validation (IV&amp;V) assessments.</li> </ol> </li> </ol>
2.14	<ol style="list-style-type: none"> <li>1. Review and provide input to the Schedule Management Plan.</li> <li>2. At a minimum, the Schedule Management Plan shall: <ol style="list-style-type: none"> <li>a. Document tools the project will use to manage the schedule and frequency of updates.</li> <li>b. Define process for how schedule shall be tracked and reported including metrics used to report overall schedule performance.</li> <li>c. Define process for schedule change process, including the process for baselining schedule and approving schedule changes.</li> </ol> </li> </ol>
2.15	<ol style="list-style-type: none"> <li>1. Ensure secure data capture, transfer and storage for the OMBE system.</li> </ol>
2.16	<ol style="list-style-type: none"> <li>1. Coordinate, setup and support configuration of multiple system environments (Production, Staging/Test, Disaster Recovery (DR)).</li> </ol>
2.17	<ol style="list-style-type: none"> <li>1. Work closely with the Technical Project Teams and Development Contractor's Technical resources to develop or review and update detailed project documents.</li> <li>2. Documents may include: <ol style="list-style-type: none"> <li>a. Hardware Evaluation;</li> <li>b. Architecture and Technical Strategy Documents;</li> <li>c. Design Specification Documents;</li> <li>d. Detail Design Documents;</li> <li>e. Software Development Document;</li> <li>f. Technical Process Definition and Requirements</li> <li>g. Data Conversion Strategy and Plan</li> <li>h. Technical Process Definition and Requirements</li> <li>i. Disaster Recovery Plan;</li> <li>j. Master Test Plan</li> <li>k. Integration Document;</li> <li>l. Implementation Plan;</li> <li>m. Operations or System Administration Manual;</li> <li>n. Maintenance Manual; and</li> <li>o. Release Notes</li> </ol> </li> </ol>
2.18	<ol style="list-style-type: none"> <li>1. Be responsible for managing the integrated project schedule and keeping the project schedule updated on a weekly basis. The TPM shall gather updates to the task activities and report to the TO Manager on all schedule variances.</li> </ol>
2.19	<ol style="list-style-type: none"> <li>1. Other project-related duties as assigned by MDOT PMO or TO Manager.</li> </ol>

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**3. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TPM 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 TPM 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:

A.	The ten project management knowledge areas in the PMI's PMBOK.
B.	The State's SDLC methodology at: <a href="http://www.doit.maryland.gov">www.doit.maryland.gov</a> - keyword: SDLC.
C.	The State's IT Security Policy and Standards at: <a href="http://www.DoIT.maryland.gov">www.DoIT.maryland.gov</a> - keyword: Security Policy.
D.	The State's IT Project Oversight at: <a href="http://www.DoIT.maryland.gov">www.DoIT.maryland.gov</a> - keyword: IT Project Oversight.
E.	The State of Maryland Enterprise Architecture at <a href="http://www.DoIT.maryland.gov">www.DoIT.maryland.gov</a> - keyword: MTAf (Maryland Technical Architecture Framework).

**4. SUBSTITUTION OF PERSONNEL**

A.	<p><b><u>DIRECTED PERSONNEL REPLACEMENT</u></b></p> <p>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 or MDOT Policies, Contract, or RFR requirement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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B.	<p><b><u>SUBSTITUTION OF PERSONNEL PRIOR TO RFR EXECUTION (AND UP TO 30 DAYS AFTER RFR EXECUTION)</u></b></p> <p>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.</p> <p>An <b>Extraordinary Personnel Event</b> – 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.</p>
C.	<p><b><u>SUBSTITUTION AFTER 30 DAYS POST RFR EXECUTION</u></b></p> <p>The procedure for substituting personnel after RFR execution is as follows:</p> <ol style="list-style-type: none"> <li>1. The Master Contractor may not substitute personnel without the prior approval of the Agency TO Manager.</li> <li>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.</li> <li>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 are proposed within the time frame established by the Agency TO Manager, the TO Agreement may be cancelled.</li> </ol>
<b>5. WORK HOURS</b>	
A.	The TPM will work on-site and will work approximately 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.	The TPM will supply their own laptop with the following software applications, at a minimum: current versions of MS Office Suite, Visio and MS Project.
C.	Duties also may require some evening and/or weekend hours billed on actual time worked at the proposed hourly rate.
<b>6. TECHNICAL PROJECT MANAGER DELIVERABLES AND TIME OF PERFORMANCE</b>	
<b><u>Minimum Deliverable Quality</u></b>	
<p>The Master Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.</p> <ol style="list-style-type: none"> <li>a. Each deliverable shall meet the following minimum acceptance criteria: <ol style="list-style-type: none"> <li>a. Be presented in a format appropriate for the subject matter and depth of discussion.</li> </ol> </li> </ol>	

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- b. Be organized in a manner that presents a logical flow of the deliverable’s content.
  - c. Represent factual information reasonably expected to have been known at the time of submittal.
  - d. In each section of the deliverable, include only information relevant to that section of the deliverable.
  - e. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
  - f. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
  - g. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- b. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2013 or later. At the TO Manager’s discretion, may request hard copies of a written deliverable and/or electronic version.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply

ID #	Deliverable Description	Acceptance Criteria	Time of Performance
6.1	<b>Project Management Plan</b> <i>(Refer to Attachment 3, Section 2.4)</i>	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 be approved by the TO Manager.	Updated monthly or as directed by the TO Manager
6.2	<b>Integrated Master Schedule</b> <i>(Refer to Attachment 3, Section 2.6)</i>	MS Project document (or mutually agreed upon document) that is based on the WBS 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.	Update bi-weekly or as directed by the TO Manager
6.3	<b>Project Manager Status Report and Timesheet</b> <i>(Refer to Attachment 3, Section 2.7)</i>	MS Word document (or mutually agreed upon document) that 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	Weekly or as directed by the TO Manager

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		issues.	
<b>6.4</b>	<b>Master Status Report</b> <i>(Refer to Attachment 3, Section 2.8)</i>	<p>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.</p> <p>The report will have sections describing necessary updates to the Integrated Master Schedule and Risk Registry. The report will document lessons learned from the project and any other pertinent status information.</p>	Monthly or as directed by the TO Manager
<b>6.5</b>	<b>Test Plan</b> <i>(Refer to Attachment 3, Section 2.9)</i>	MS Word document (or mutually agreed upon document) that defines how the testing will be executed, monitored and controlled. The document will be developed with input from the project team and Vendor. The plan should document the various test scenarios and corresponding test scripts, what is needed to test, roles of testers, expected results, how to test, what to test, how to document issues and any other pertinent testing information.	Prior to start of Testing Phase, updated as needed or as directed by the TO Manager

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**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](http://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: \_\_\_\_\_

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**ATTACHMENT 5 – NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through The Secretary’s Office, Office of Transportation Technology Services (the “Department or Agency”), and \_\_\_\_\_ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Disaster Recovery Subject Matter Expert Solicitation #J01B840009 and

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

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

1. 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 means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the 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 Contract.
2. 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 except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT 5-A. Contractor shall update ATTACHMENT 5-A by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the 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.

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4. 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. 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 Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department or Agency all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the Contract.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The 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 to seek damages from the Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the 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 Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

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- 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;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS, WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

**Contractor:** \_\_\_\_\_ **MDOT, Office of Transportation Technology Services**

By: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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**NON-DISCLOSURE AGREEMENT - ATTACHMENT 5-A**

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

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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**ATTACHMENT 6 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 sub consultant 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)

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**ATTACHMENT 7 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) and the duly authorized representative of \_\_\_\_\_ (Master Contractor) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_ (Master Contractor) has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+), and Section 1 Security Requirements of this RFR.

I hereby affirm that the \_\_\_\_\_ (Master Contractor) has provided MDOT with a summary of the security clearance results for all of the candidates that will be working on this RFR #J01B8400009 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract.

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.

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**ATTACHMENT 8 LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

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- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

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**ATTACHMENT 8 - Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13

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consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**(submit with Proposal)**

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**ATTACHMENT 9 - TASK ORDER AGREEMENT**

**CATS+ RFR #J01B8400009 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS).

IN CONSIDERATION of the mutual promises 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 Maryland Department of Transportation, Office of Transportation Technology Services; as identified in the CATS+ RFR #J01B8400009.
  - b) “CATS+ RFR” means the Task Order Request for Proposals #J01B8400009, dated \_\_\_\_\_, 2017, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_.
  - d) “TO Procurement Officer” means Joy Abrams. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between MDOT, OTTS and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means \_\_\_\_\_ of the Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ RFR dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ RFR dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.

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**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 3 Scope of Work of the CATS+ RFR. 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+ RFR
- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Financial Proposal

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+ RFR on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of six (6) months, commencing on the date of Notice to Proceed and terminating six (6) months from Notice to Proceed.

**4. Consideration and Payment**

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

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4.2 Payments to the TO Contractor shall be made as outlined Section 1 of the CATS+ RFR, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

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

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, MDOT, OTTS

\_\_\_\_\_  
By: Michael Haifley, Deputy Director TSO,  
Office of Procurement

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2017:

\_\_\_\_\_  
Assistant Attorney General

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**ATTACHMENT 10 - SMALL BUSINESS CONTRACT AFFIDAVIT**

\*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\*

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

\*\*\*\*\* FAILURE TO MEET MINIMUM QUALIFICATIONS \*\*\*\*\*

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, \_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract \_\_\_\_\_ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER: \_\_\_\_\_

Date of Most Recent Qualification: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature (Authorized Representative and Affidavit)

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**NOTICE TO BIDDERS  
SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years; \*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years; \*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; \*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years; \* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years. \*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years\*.

\* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at [www.dgs.state.md.us](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink.