



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

**PERSONNEL SYSTEM PROJECT MANAGEMENT  
CATS TORFP PROJECT F10P7200585**

**Department of Budget and Management**

**ISSUE DATE: July 25, 2007**

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2 TO AGREEMENT .....	5
1.3 TO PROPOSAL SUBMISSIONS .....	5
1.4 EMARYLANDMARKETPLACE FEE .....	5
1.5 CONFLICT OF INTEREST .....	5
1.6 NON-DISCLOSURE AGREEMENT .....	6
1.7 ORAL PRESENTATIONS .....	6
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>7</b>
2.1 PURPOSE .....	7
2.2 REQUESTING AGENCY BACKGROUND .....	7
2.3 PROJECT BACKGROUND .....	7
2.4 PROFESSIONAL DEVELOPMENT .....	9
2.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES .....	9
2.6 WORK LOCATION AND HOURS .....	11
2.7 DELIVERABLES .....	11
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES .....	12
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS .....	13
2.10 TO CONTRACTOR EXPERTISE REQUIRED .....	13
2.11 PERFORMANCE EVALUATION AND STANDARDS .....	13
2.12 MITIGATION PROCEDURES .....	13
2.13 SUBSTITUTION OF PERSONNEL .....	14
2.14 INVOICING .....	14
2.15 CHANGE ORDERS .....	14
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>15</b>
3.1 REQUIRED RESPONSE .....	15
3.2 FORMAT .....	15
3.3 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE .....	17
<b>SECTION 4 - PROCEDURE FOR AWARDDING A TO AGREEMENT .....</b>	<b>18</b>
4.1 EVALUATION CRITERIA .....	18
4.2 TECHNICAL CRITERIA .....	18
4.3 SELECTION PROCEDURES .....	18
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	18
<b>ATTACHMENT 1 – PRICE PROPOSAL .....</b>	<b>19</b>
<b>ATTACHMENT 2 – NOT USED .....</b>	<b>20</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>	<b>21</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....</b>	<b>24</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>	<b>25</b>
<b>ATTACHMENT 6 – DIRECTIONS .....</b>	<b>28</b>
<b>ATTACHMENT 7 – NOTICE TO PROCEED .....</b>	<b>29</b>
<b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM .....</b>	<b>30</b>
<b>ATTACHMENT 9 – ACCEPTANCE OF DELIVERABLE FORM .....</b>	<b>31</b>

**ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....32**  
**ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....34**  
**ATTACHMENT 12 – MONTHLY PERFORMANCE EVALUATION GUIDE.....37**

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. The form is accessible via your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Personnel System Project Management
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	July 25, 2007
Closing Date and Time:	August 16, 2007
TORFP Issuing Agency:	Department of Budget and Management, Office of Information Technology, Application Systems Management
Send Questions and Proposals to:	Michael Howard <a href="mailto:mhoward@dbm.state.md.us">mhoward@dbm.state.md.us</a>
TO Procurement Officer:	Michael Howard Office Phone Number: 410.260.7518 Office FAX Number: 410.974.3274
TO Manager:	Robert (Buster) Campbell Office Phone Number: 410.260.7084 Office FAX Number: 410.974.5060
TO Project Number:	F10P7200585
TO Type:	Time and Material in accordance with COMAR 21.06.03.05
Period of Performance:	One year; with two one-year renewal options, at sole discretion of DBM
MBE Goal:	No Goal
Small Business Reserve (SBR):	No
Place of Performance:	45 Calvert Street, Annapolis MD 21401 and 301 West Preston Street, Baltimore, MD 21201
TO Pre-proposal Conference:	August 6, 2007; 10:00 AM 45 Calvert Street, Room 164A Annapolis, MD 21401 See Attachment 6 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. (See Section 2.15).

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target, and within scope completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DBM's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments. The "subject" line in the e-mail submission shall state the TORFP # F10P7200585. The first file, in MS Word format, will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # F10P7200585 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # F10P7200585 Financial", signed and submitted as a .PDF file. Conflict of Interest and Disclosure Affidavit shall be also submitted as .PDF files with signatures clearly visible.

### **1.4 eMARYLANDMARKETPLACE FEE**

Each Master Contractor must keep their eMM registration current as registration is a mandatory requirement for award.

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 to this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

**Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.**

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required of the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents and/or information will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

## **1.7 ORAL PRESENTATIONS**

Master Contractors may be required to make oral presentations to State representatives. Significant representations made by a Master Contractor during the oral presentation must be reduced to writing. All such representations will become part of the Master Contractor's TO Proposal and are binding if the TO Agreement is awarded. The Procurement Officer will notify the Master Contractors of the time and place of oral presentations. Typically, oral presentations occur approximately two (2) weeks after the TO Proposal due date.

**Balance of page left blank intentionally.**

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Department of Budget and Management (DBM), Office of Information Technology (OIT), is issuing this CATS TORFP to retain one certified, highly qualified Project Manager (PM) to efficiently manage the multiple phases of the State Personnel Management System (SPMS) replacement project from concept to completion. This one Project Manager, in addition to other duties as described, will have considerable involvement with the TORFP/Request for Proposals (RFP) process, initially to acquire a resource to research requirements, and thereafter for the acquisition and implementation of the new system itself.

Given the sensitivity of data associated with this project, the selected PM must comply with the requirements of CATS RFP Section 2.5.3.2(A) through (D) and sign a non-disclosure affidavit similar to the form provided as Attachment 11.

At the sole option of DBM OIT, one additional PM may be added via change order for like duties, at or below the proposed hourly labor rate (see Section 2.15).

**Please note that the Master Contractor awarded this TO Agreement may NOT submit a proposal in response to any subsequent RFP or TORFP associated with the acquisition or implementation of the planned personnel system.**

### 2.2 REQUESTING AGENCY BACKGROUND

DBM/OIT strives to provide the highest level of customer service to its internal and external customers. OIT supports Maryland's Executive Branch agencies and commissions through its leadership in establishing the State's strategic direction for information technology (IT) and telecommunications, establishing a long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. Because of its unique position, OIT is able to identify and promulgate opportunities for State agencies to become more efficient, reduce costs, maximize the State's investment in IT and telecommunication assets, and better serve the citizens of Maryland.

In addition, OIT has responsibility for statewide financial applications, i.e. accounting, procurement, employee benefits, personnel, statewide telecommunication services and support. This includes: infrastructure development, acquisition and maintenance, application development and maintenance, issue resolution through a central help desk, and user level systems training in support of the Agency's user community.

### 2.3 PROJECT BACKGROUND

The three major SPMS component systems to be replaced are:

- Personnel Management / Position Control System
- Employee Benefits System
- Time Entry Management System

Other SPMS minor systems include:

- Distributed Web Front-end Sub-System for Transaction Input/Validation /Approvals
- Recruitment and Examination

- Applicant Tracking
- Eligible Candidates List
- Performance Evaluation Program (PEP)
- Medical Director's Drug Testing
- Automated Increment and Cost of Living Adjustment (COLA) processing
- Annual EEO and Work Force Analysis Reports
- Legislative Reports

The SPMS supports the majority of state agencies; however, unless otherwise noted, the University Systems of Maryland, the Maryland General Assembly and the Department of Transportation are not supported by the SPMS.

This TORFP addresses the need for project management support for the acquisition, customization and implementation of these new systems and related activities.

### 2.3.1 Personnel Management/Position Control (PM/PC)

The PM/PC system is the main application in the SPMS. The main function of the PM/PC is to maintain and update approximately 80,000 current employee records with salary adjustments, re-classifications, transfers, promotions, and other relevant categories along with maintaining employee history records. Most data updated in the PM/PC is forwarded to Central Payroll Bureau (CPB) to update payroll records.

### 2.3.2 Employee Benefits System (BAS)

The Employee Benefits System known as the Benefits Application System (BAS) maintains the State of Maryland's cafeteria style health benefits program for active, retired and satellite State employees. The BAS manages over 110,000 active and retired employees' health benefits that include six health care providers, two dental plans and a prescription plan. The main function of the BAS is to maintain current employee benefit records, add and remove employees and dependents, and provide health providers and CPB with bi-weekly updates of enrollment activity. DBM/OIT/ASM staff converts all health data to meet HIPAA compliance before data transmission. The BAS includes an Interactive Voice Response (IVR) system, which allows employees and retirees to change their benefits during the annual open enrollment season. The BAS does support the University Systems of Maryland, the Maryland General Assembly, along with multiple satellite agencies outside state government. The core services for the BAS include:

- Health Care Plans
- Prescription Plans
- Life Insurance
- Dental Plans
- Flexible Spending Accounts
- Dependent Care Plans
- IVR for Open Enrollment
- Web Access for 300 Agency Benefit Coordinators
- Claims Reconciliation
- Disaster Recovery

### 2.3.3 Time Entry Management Systems

Timekeeping is de-centralized in Maryland State Government; however, most agencies use one of two systems that have been operational for over five years. These systems are the Time Entry and Scheduling System (TESS) and the Leave Accounting System (LAS). In addition, the Department of Health and Mental Hygiene (DHMH) uses another separate system: a mainframe application integrated with the DHMH customized labor distribution system. These multiple systems are to be replaced by one time entry system that will support all state agencies using the SPMS.

TESS is a mainframe application that supports 4,000 state employees and is written in COBOL using VSAM. LAS is a client server application that tracks leave usage; leave usage is keyed centrally at the end of each time period. The LAS system is used by 23 state agencies and supports over 40,000 employees. There is a project near completion (client server application) that will expand the LAS system to allow each employee to enter his or her own time. The core functionalities/services for the TESS and LAS systems include:

- Tracking of over 35 leave codes and leave balances.
- Editing to ensure employee has enough leave to cover timesheet request, otherwise pre-determined cascading occurs.
- Pre-printing of timesheets with individual employee standard hours.
- Maintenance of compensatory time history.
- Electronic maintenance of timecard data for two years.
- Maintenance of multi-level timecard approval.
- Security limits to allow view / update timesheets for specific employees only.
- Real-time leave balances.
- Maintenance of employee work groups based on daily, weekly, bi-weekly or other standard work schedules.
- Over twenty-five standard reports such as sick leave usage reports, exceptions to payroll reports, leave without pay reports, annual leave payout reports, etc.

## 2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor must ensure continuing education opportunities for the personnel provided. This education must be associated with the technologies currently utilized by DBM or anticipated to be implemented by DBM in the near future, and must be related to the subject matter of this TORFP. With DBM prior approval, the time allocated to these continuing education activities for staff deployed to DBM on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

## 2.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor shall provide one highly qualified full time TO Project Manager (TOPM). The labor category description and qualifications for a Project Manager from the CATS Master Contract are described in RFP Section 2.12, paragraph 2. The TOPM shall apply Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) standards and methodologies in the creation and management of a new statewide personnel system. There are no preconceived notions about what a future system should look like or incorporate.

2.5.1 The TOPM shall be accountable for the success of the project.

2.5.2 The TOPM shall be responsible to direct and execute the requirements analysis, solicitation, recommendation, customization, and implementation of a new statewide personnel system. In order to create the desired solutions required by the scope of work, the TOPM must have excellent communications skills in English, both verbal and written, as well as organizational skills. Accordingly, the TOPM shall have at least three years experience where these skills were applied.

2.5.3 The TOPM shall become thoroughly knowledgeable of all current personnel modules, manage project resources, lead the DBM OIT effort in sourcing requirements for, and assisting in the selection of the best software package. This process may be aided by two RFPs, which the TOPM will facilitate in all phases. The TOPM shall perform Quality Assurance (QA) tasks to ensure the State of Maryland receives a thoroughly tested working system.

2.5.4 The TOPM shall report to TO Manager and perform assigned duties relating to the New Personnel System Project to include, but not be limited to:

- Finalize the master project plan to track project progress. Create and revise the appropriate component management plans (including but not limited to a requirements document, master project schedule, risk management plan, communication plan, etc.) that shall comprise the master project plan;
- Revise and update the master project plan on an ongoing basis;
- Develop and maintain a Work Breakdown Structure (WBS) for activities using Microsoft Project 2003. Provide updates on a weekly basis;
- Gather and validate functional requirements;
- Interview personnel directors of various State Agencies to identify special requirements they may requested;
- Develop a draft RFP/TORFP scope of work for the solicitation, customization and implementation of the new SPMS;
- Work with DBM OIT Procurement Liaison (PLO) Team to finalize the RFP/TORFP;
- Work with the DBM Procurement Officer and PLO as an advisor to assist in the RFP/TORFP process including the evaluation of responses to the RFP/TORFP;
- Manage Change Control; issues escalation and resolution, schedule, costs and resources as proposed;
- Review contract deliverables for completeness, adherence to standards and contract requirements;
- Work closely with DBM functional managers to resolve team members' workload conflicts;
- Manage appropriate product-related training for 900 users;
- Develop documentation and make available through project team meetings;
- Prepare summary minutes for all meetings;
- Function as a liaison between State personnel and Contractor;

- Create and update the appropriate State SDLC documents (see Section 2.8) for the project. Ensure that SDLC documents are well defined and current for a replacement system's requirements analysis, solicitation, customization and implementation project;
- Review and as necessary develop a written procedure for configuration control for application code promotion;
- Coordinate with TO Manager for review and approval of proposed changes to the project. For approved changes, perform project integration management consistent with the PMBOK;
- Coordinate with DBM OIT TO Manager regular project status meetings to review project progress. Each meeting shall include a discussion of risk to include identifying issues and constraints that are impeding or may impede project performance, and recommendations for mitigation. The risk management plan must be kept updated in conjunction with project status meetings;
- Create and issue weekly project status reports as described in Section 2.7.3 below. The frequency of status reports may be adjusted as deemed appropriate by TO Manager.

## **2.6 WORK LOCATION AND HOURS**

The TOPM will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays. All work is to be performed at the Place of Performance and no data in any form whatsoever shall leave the Place of Performance. TOPM shall invoice and will only be paid for actual hours worked. Should DBM-OIT authorize a second TOPM per Sec 2.1.1, the hourly rate for such positions shall be no more than the price proposed for this Task Order.

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

## **2.7 DELIVERABLES**

2.7.1 Project management services reflecting the overall effective planning, execution, and control of the Statewide Personnel System Replacement Project shall be as detailed in Section 2.5.

2.7.2 A master project plan as described (Section 2.5), including appropriate component management plans is a project requirement. This deliverable shall be consistent with SDLC and PMBOK standards. Plan components shall be updated regularly to show actual progress, and as applicable, explanations for variances and planned corrective actions to keep the project positioned for completion on schedule, on scope, and on budget. The first TO Manager-approved version of the master project plan will be the baseline for subsequent iterations updated through the project life cycle. Items that must be included in the Master Project plan with delivery dates include:

- Project Kick-Off Meeting
- Project Management Plan
- Preparation and acceptance of DBM SDLC documentation through the planning phase
- Functional groups interview schedule and questions
- Preparation, formalization and acceptance of system requirements
- Preparation and acceptance of Draft RFP/TORFP for solicitation, customization and implementation for statewide personnel system

- Completion of RFP/TORFP oral presentations
- Selection of winning RFP /TORFP proposals
- Preparation and acceptance of DBM SDLC documentation through design phase
- Preparation and acceptance of DBM SDLC documentation through implementation phase
- Acceptance of statewide training schedule for all personnel modules implemented

2.7.3 Weekly Status Report. TOPM shall be responsible for compiling and submitting via email to the TO Manager by Monday, 12:00pm (Noon) of each week, (in MS Word format, template to be provided) for their prior work week that summarizes the following:

- Top priorities
- Actual tasks & accomplishments for the reporting period
- Planned tasks & accomplishments for the next reporting period
- Exceptions to previously planned vs. actual for last reporting period
- Action items (involving DBM assistance)
- Hours worked (start & end times, and total time worked each day) by individual TOPM

2.7.4 Monthly Project Status Report. TOPM shall be responsible for compiling and submitting via email to the TO Manager by the second working day of each month a monthly project status report (in MS Word format, template to be provided) that includes the following:

- Accomplishments
- Current status
- Forecast
- Issues
- Schedule Analysis
- Risk Analysis
- Updated project schedule (in MS Project format)

The TO Manager will determine which assignments are to be included in either the weekly and/or the monthly status report.

## **2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TOPM shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under this TO Agreement, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain at its expense, all licenses, permits, and governmental approvals, if any, necessary to the performance of its obligations under this TO Agreement. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.

- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS**

The TOPM for this TO must have the below certification and experience:

- PMI Project Management Certification
- Project Management experience, with full accountability, for at least one successful enterprise personnel application of comparable complexity with the existing system as described in Sec 2.3 within the last 5 years, from inception to complete implementation.

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements described herein. The TO Contractor shall demonstrate in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## **2.11 PERFORMANCE EVALUATION AND STANDARDS**

The TOPM's performance will be evaluated monthly. The TO Manager may consider any and all information relevant to the TOPM's performance during that period. Attachment 12 details the monthly performance evaluation scoring range. TO Contractor personnel will be evaluated on the following:

- Accuracy of data and reports;
- Adherence to State and DBM policies and procedures;
- Achieving project objectives on time, within budget and according to technical and functional requirements;
- Thoroughness and accuracy of plans and analysis;
- Overall technical proficiency; and
- Timeliness and responsiveness.

The TOPM must maintain at least a "Meets Standards" in each category of the performance evaluation. If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO PM, the TO Manager will notify both the TO Contractor and the TOPM in writing, identifying the issue and the expected action(s) to correct the issue.

## **2.12 MITIGATION PROCEDURES**

Should an evaluation of any TO Contractor's personnel indicate unsatisfactory or marginal performance during an evaluation period, a meeting with the TO Manager, TOPM, and the appropriate TO Contractor representative will be scheduled at DBM to rectify the performance issues prior to the next evaluation. Documentation of any performance issues will be presented by DBM. Consecutive evaluation periods with unsatisfactory or poor performance rating (although

not a prerequisite) may, at DBM's sole discretion, result in a request to the TO Contractor to provide a replacement employee.

### **2.13 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

### **2.14 INVOICING**

Invoices shall be submitted monthly on or before the 15<sup>th</sup> day of the month. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.7.3). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval.

#### **2.14.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify DBM as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Department of Budget and Management at the following address: Robert Campbell, 45 Calvert Street, Annapolis, MD 21401.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.15 CHANGE ORDERS**

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

## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractors Feedback Form, to be submitted electronically off the CATS web site.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. Section 2 of this TORFP provides work requirements and Section 3 provides reply instructions. The paragraphs in these TORFP sections are numbered for ease of reference. In addition to the instructions below, the Master Contractor's Technical Proposals should be organized and numbered in the same order as this TORFP. This proposal organization will allow State officials and the Evaluation Committee to "map" technical responses directly to TORFP requirements by paragraph number.

The technical portion of the TO Proposal shall include:

A) **Minimum Qualifications.** The form of proof required to show minimum qualifications from Section 2.9 are met are submission of a copy of the PMI Project Management Certification and a declaration that the experience requirement is met. The experience requirement will be further investigated during the evaluation but in order for a proposal to be evaluated, the stated minimum requirements must be met first as reflected through the objective proofs submitted.

B) **Proposed Services – Work Plan**

**Requirements:** A detailed presentation of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2. (Note: This means when responding to TORFP Sec 3.2B1)—this section—the proposal should reference applicable Section 2 paragraphs, specifically, Sections 2.5 through 2.15 minus 2.9 which is addressed under "Proposed Personnel", below.)

- 1) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 2) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 3) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 4) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 5) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated weekly as part of progress reporting (see Section 2.7.3).
- 6) **Work Breakdown Structure:** A detailed work breakdown structure and staff schedule, with labor hours that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.

- 7) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the performance evaluation criteria.

C) Proposed Personnel

- 1) The proposal shall illustrate and detail Project Management experience, with full project manager accountability, for at least one successful enterprise personnel application of comparable complexity with the existing system as described in Sec 2.3 within the last 5 years, from inception to complete implementation.
- 2) Identify and provide resume for proposed personnel in the Project Management Professional category. Excellent English verbal and written communication skills and coordination and organizational skills are essential and will be part of the evaluation. Resumes must demonstrate at least three (3) years experience where these skills were applied.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

D) Subcontractors – N/A

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - Name of organization.
  - Name, title, and telephone number of point-of-contact for the reference.
  - Type and duration of contract(s) supporting the reference.
  - Services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - State contracting entity.
  - State contact person (name, title, phone number and e-mail
  - Contract term.
  - Termination prior to original contract termination date, if
  - Available renewal option not exercised, if applicable.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.3 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

- 1.) Completed Financial Proposal – Attachment 1, Price Proposal Form

**The remainder of this page intentionally left blank**

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

Minimum qualifications must be satisfied before a TO Proposal will be evaluated. The following are the technical criteria for evaluating a TO Proposal in descending order of importance

- The Master Contractor's understanding of the work to be accomplished, as demonstrated in the Work Plan (Sec 3.2B)
- The Master Contractor's proposed personnel (Sec 3.2C)
- The Master Contractor's experience and capabilities (Sec 3.2E)

### **4.3 SELECTION PROCEDURES**

- A) TO Proposal technical responses will be reviewed and, if qualified, ranked from highest to lowest.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The best value TO Proposal offer considering technical and financial submission shall be selected for the work assignment. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Non-Disclosure Agreement, if applicable, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.

**ATTACHMENT 1 – PRICE PROPOSAL**

**PRICE PROPOSAL FOR CATS TORFP # F10P7200585**

Labor Category	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
CATS RFP SEC 2.12, PARA 2, PROGRAM MANAGER; Year One			
	\$	2080	\$
CATS RFP SEC 2.12, PARA 2, PROGRAM MANAGER; (Option )(Year Two)			
	\$	2080	\$
CATS RFP SEC 2.12, PARA 2, PROGRAM MANAGER; (Option )(Year Three)			
	\$	2080	\$
<b>Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. The number of hours in the price sheet represents a model and the calculation total is for evaluation purposes only.

**SUBMIT THIS WITH THE FINANCIAL RESPONSE**

**ATTACHMENT 2 – NOT USED**

## ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP # F10P7200585. OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the DBM, as identified in the CATS TORFP.
  - b. “CATS TORFP” means the Task Order Request for Proposals # F10P7200585, dated July 24, 2007, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the DBM and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Myloshia Robinson. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between DBM and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Robert Campbell of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the project management services for the State Personnel Management System replacement project as set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is

any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year with two one-year renewal options, exercisable at the sole discretion of the Agency, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, DBM

\_\_\_\_\_  
By: Ellis Kitchen  
State Chief of Information Technology

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT THIS WITH TECHNICAL RESPONSE

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

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

**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**  
(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (CATS RFP SEC 2.12, PARA 2, PROGRAM MANAGER)</b>	
<p>Education: 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.</p>	
<p>General Experience: At least ten (10) years of experience in project management. Specialized Experience: 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.</p>	
<p>Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.</p>	

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

SUBMIT WITH TECHNICAL RESPONSE

**ATTACHMENT 6 – DIRECTIONS**  
**TO THE PRE-TO PROPOSAL CONFERENCE**

**From Baltimore Area:**

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

**From the Eastern Shore or Route 2:**

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

**From Either Direction:**

- Follow Rowe Blvd. To the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert Street.
- 45 Calvert Street is the first building immediately on the right.
- Room 164A is on the first floor.
- Turn left off the elevator and the conference room is the first door on the right.

**Parking:**

- The closest garage is next to 45 Calvert Street but must be entered from Clay Street. This is the second right turn after turning onto Calvert Street. Turn right onto Clay St. immediately after passing 45 Calvert.
- Another garage is available about ½ block down from 45 Calvert Street on the left, called Gotts' Garage.

**ATTACHMENT 7 – NOTICE TO PROCEED**

**Month Day, Year**

**TO Contractor Name**

**TO Contractor Mailing Address**

Re: CATS Task Order Agreement #F10P7200585

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. Robert Campbell of the DBM will serve as your contact person on this Task Order. Robert Campbell can be reached at 410.260.7084 [rcampbell@dbm.state.md.us](mailto:rcampbell@dbm.state.md.us)

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

Sincerely,

Myloshia Robinson

Task Order Procurement Officer

Enclosures (2)

cc: Robert Campbell

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM



**ATTACHMENT 9 – ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: DBM

Project Name: Personnel System Project Management

TO Manager: Robert Campbell 410.260.7084

**To: TO Contractor’s Contract Manager**

The following deliverable, as required by TO Agreement #F10P7200585 , has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (Offeror)

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P7200585 for Personnel System Project Management . In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.6 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Myloshia Robinson (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Submit as required in Section 1.6 of the TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (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 Personnel System Project Management TORFP No. F10P7200585 dated May 8, 2007, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the TOM’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take

all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall not remove The Confidential Information from the Place of Performance as defined in the TORFP. The term "remove" as used in this section 6 shall include but not be limited to electronic, digital and hard copy removal.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, fines, civil penalties, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

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

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

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

**TO Requesting Agency:**

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

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

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

## ATTACHMENT 12 – MONTHLY PERFORMANCE EVALUATION GUIDE

Monthly Performance Evaluation Scoring Range					
Category/Rating	Unsatisfactory	Marginal	Good	Very Good	Excellent
<b>Accuracy of data and reports</b>	The TO Contractor employee’s performance <u>fails</u> to meet requirements by a substantial margin. There are very few areas of good performance and these are more than offset by lower rated performance in other areas.	The TO Contractor employee’s performance <u>fails</u> to meet all requirements. There are areas of good performance, but these are more than offset by lower rated performance in other areas.	The TO Contractor employee’s performance <u>meets all requirements.</u>	The TO Contractor employee’s performance <u>exceeds requirements.</u> There may be areas for improvement, but these areas are more than offset by better performance in other areas.	The TO Contractor employee’s performance <u>exceeds requirements by a substantial margin</u> providing additional value to the State. There are virtually no areas for improvement.
<b>Adherence to State and DBM policies and procedures</b>					
<b>Thoroughness and accuracy of plans and analysis</b>					
<b>Overall technical proficiency</b>					
<b>Timeliness and responsiveness</b>					