



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

**DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)
MARYLAND STATE POLICE (MSP)
PUBLIC SAFETY COMMUNICATIONS SYSTEMS PROJECT
MANAGEMENT SUPPORT SERVICES**

**PROJECT NUMBER DoIT PM Resource #1 - F50P9200410
PROJECT NUMBER MSP PM Resource #2 - W00P9202417**

ISSUE DATE: February 20, 2009

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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. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. 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 Information Technology (DoIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Name:	Public Safety Communications Systems - Project Management Support Services
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	February 20, 2009
Closing Date and Time:	03/19/2009 at 2:00 pm
TORFP Issuing Office:	Department of Information Technology
Questions and Proposals are to be sent to:	Susan S. Howells Sue.Howells@doit.state.md.us
TO Procurement Officer	Susan S. Howells Office Phone: 410-260-7191 Office Fax: 410-974-5615
TO Manager:	DoIT PM Resource # 1: Denis McElligott Office Phone: 410-767-0875 Email address: MSP PM Resource #2 : Mr. John Contestabile Office Phone: 410-865-1120 Email address: jcontestabile@mdot.state.md.us
Project Number:	DoIT PM Resource #1; TORFP #F50P9200410 MSP PM Resource #2; TORFP #W00P9202417
TO Type:	Time and Material
Period of Performance:	Award through 12/31/2010
MBE Goal:	0
Small Business Reserve (SBR):	No
Primary Place of Performance:	DoIT PM Resource #1; 301 West Preston Street, Baltimore MD MSP PM Resource #2; Maryland State Police (MSP) Headquarters, 1201 Reisterstown Road, Pikesville MD
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided as needed.
TO Pre-Proposal Conference:	March 4, 2009; 2:00 pm MDOT Headquarters 7201 Corporate Center Dr. Hanover, Md. 21076 See Attachment 5 for Directions Richard Trainor Room, 1 st Floor

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 for information on change orders.

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

1.2 TO AGREEMENT

Up to two Master Contractors, one for Project Management (PM) services for the Department of Information Technology (DoIT) and one for PM services for the Maryland State Police (MSP), may be selected to conduct the work defined in Section 2 - SOW. A specific TO Agreement for each PM resource proposed, Attachment 2, will then be entered into between the State, one for DoIT and one for MSP, and the selected TO Contractor(s), which will bind the TO Contractor(s) to the contents of its TO Proposal(s), including the price proposal(s).

1.3 TO PROPOSAL SUBMISSIONS

Master Contractors may submit a TO Proposal encompassing one or two PM resources. Master Contractors submitting a TO Proposal for both PM resources shall submit a single TO Proposal response, including required submissions for each PM resource proposed and **bearing the number of one or two PM resources (See Section 3 for TO Proposal format and submission instructions).**

The TO Procurement Officer will not accept submissions after the date and exact time as stated on the Key Information Summary Sheet. The time will be local time as determined by DoIT e-mail system time stamp. TO Proposals are to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the DoIT PM Resource #1, TORFP # F50P9200410 and/or MSP PM Resource #2 TORFP #W00P9202417. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F50P9200410" and/or "CATS TORFP W00P9202417 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # F50P9200410 Financial" and/or "CATS TORFP W00P9202417 Financial". The following proposal documents must be submitted for each proposal with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

Master Contractors and proposed staff will be required to make oral presentations/interviews to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations. Oral presentations may occur within one week after the proposal due date.

1.5 CONFLICT OF INTEREST

The TO Contractor(s) awarded the TO Agreement shall provide IT consulting services for DoIT and the MSP or component programs with the agency, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 to this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DoIT's address on 45 Calvert Street, Annapolis, Maryland and MSP Headquarters, 1201 Reisterstown Road, Pikesville MD . Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 6. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who wish to review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling is hereby reduced as follows: Contractor's liabilities per claim under this TORFP shall not exceed the total TO Agreement amount for each award.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 8 is a sample of the TO Contractor Self-Reporting Checklist template. DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

DoIT is issuing this CATS TORFP to obtain PM services to assist in the implementation of public safety communications projects. One of the PM resources will be detailed to DoIT's Networks Division located in Baltimore and will be a key day-to-day member of the current State project team implementing a Statewide Public Safety Communication System. The other PM resource will be detailed to the MSP Interoperability Program Management Office ("the PMO") located in Pikesville and provide important program management functions for Maryland's Interoperability Program Management Office. The PM resources will be required to work closely together as they will collaborate on components of the Statewide Public Safety Communications System project.

Given the sensitivity of data associated with this project, the selected PM resources must comply with the security requirements of CATS RFP Section 2.5.3.2(A) through (D) and sign a non-disclosure affidavit, provided as Attachment 6 and Attachment 7.

2.2 REQUESTING AGENCY INFORMATION

DoIT is responsible for IT policy matters for Maryland. DoIT has oversight authority for large IT expenditures, and provides programmatic oversight for all major IT projects in Maryland.

MSP's PMO is responsible for providing leadership, management, funding and oversight of all public safety interoperability projects and programs within Maryland.

2.3 PROJECT BACKGROUND

Traditionally, jurisdictions and agencies have built stand alone systems meeting their individual agency needs. However, the deployment of independent non-integrated systems throughout Maryland (owned and operated by State, county, and local agencies) has created situations hampering cross-jurisdictional, and cross-discipline (police, fire, EMS, transportation, etc.) communications. In Maryland, radio communication interoperability among state agencies and localities is hampered by the use of different operating frequency bands, technologies, and system architectures. These systems are generally voice only and do not support mobile data applications. Since many state agency voice systems will need to be replaced within the next five years as they reach their end of life-cycle and to meet the Federal Communications Commission narrow banding deadline, Maryland desires to implement a variety of solutions for statewide public safety wireless communications that support stable and interoperable voice and low speed data communications.

Currently, the State also has dispersed resources across agencies and jurisdictions managing the public safety network and its assets. These resources will be made available to serve as subject matter experts and stakeholders. Their current workload maintaining the existing network, preclude any of them from managing the Statewide Interoperability effort on a full time basis, hence the need for this solicitation.

2.4 PM PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor(s) awarded a TO Agreement(s) as a result of this TORFP shall provide one qualified and certified Project Manager to DoIT and one qualified certified Project Manager to MSP to provide project and program management functions supporting public safety communications projects. Each PM resource shall report to the TO Manager as indicated in the Key Information Summary Sheet. Each PM resource shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the appropriate TO Manager.

2.5.1 DoIT PM Resource #1

The DoIT PM resource will serve as the liaison with the MSP Statewide Interoperability PMO and the project manager of the Statewide Public Safety Communication System project within that office, coordinating project activities for both MSP and DoIT. This resource will manage current projects and near term projects that require

support in the areas of planning, design, radio system implementation, site layouts, environmental & historical reviews and Federal Aviation Administration (FAA) approvals. In addition this resource will participate in team meetings and Statewide Interoperability Executive Committee (SIEC) sub-committee meetings as needed to ensure timely completion of the various projects.

2.5.2 MSP PM Resource #2

The MSP PM resource will be responsible for program management of the PMO, which has responsibility for the following major projects:

- o The Statewide Public Safety Communications System project, building a statewide radio system in using the 700 MHz interoperable frequencies
- o The Statewide Intelligent CCTV system (iCCTV)
- o The Statewide Computer Aided Dispatch/Records Management System (CAD/RMS)

It is expected that additional PM resources will be assigned to each major project to perform the daily project management functions of these projects.

The MSP PM will also serve as the liaison to the DoIT, the SIEC and its’ subcommittees, and any State agency participating in projects managed by the PMO, and technical staff support to the State Interoperability Program Director and Deputy Director.

2.5 WORK HOURS

TO Contractor(s) assigned personnel will work an eight-hour day between the hours of 7:00 am and 6:00 pm, Monday through Friday except for State holidays. Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.6 DELIVERABLES AND TIME OF PERFORMANCE

Deliverable #	Deliverable Description	Time of Performance
2.6.1	<p>Maintain and Update Master Schedule</p> <ul style="list-style-type: none"> • Identify and track key milestones for projects currently under way • High level scheduling for all currently proposed projects • Documentation of anticipated resources for both completion of identified sites and proposed sites 	Weekly
2.6.2	<p>SIEC Project Tracker</p> <ul style="list-style-type: none"> • Detailed level progress documentation for individual projects on a weekly basis. • Addition of new projects to tracking as determined by the Technical Committee. 	Weekly

For each written deliverable, the PM resource shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2000, Visio 2003, and/or OSP Insight.

Written deliverables must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A written deliverable must:

- o Be presented in a format appropriate for the subject matter and depth of discussion.

- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor(s) shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor(s) shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

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

2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Each PM resource must meet the following minimum qualifications:

- A) PMI certified, or equivalent project management certification in the Public Safety Communications Infrastructure field or construction field.
- B) Three years of recent experience (within the past 5 years) in construction project management of communications infrastructure (tower, shelter and/or microwave).
- C) Two years recent experience (within the past 5 years)overseeing the development of large scale project plans and providing supporting documents such as those listed as deliverables in this TORFP

2.9 TO CONTRACTOR EXPERTISE REQUIRED

The selected TO Contractor shall furnish PM Support Services sufficient to complete all duties and responsibilities described in Section 2.5 and produce high quality deliverables. Each PM resource provided by the TO Contractor(s) shall have thorough knowledge of the PMBOK standards and methodologies as necessary to manage multiple contractors and tasks for the each project.

2.10 SUBSTITUTION OF PERSONNEL

The Master Contractor(s) shall only propose 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(s) shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.11 NON-PERFORMANCE OF PERSONNEL

In the event that the State is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.5, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11.1 Mitigation Procedures for poor or non performance

At any time during the time of performance described for deliverables in Section 2.5, should either PM resource exhibit poor deliverable quality, as determined by the TO Manager, the State shall pursue the following mitigation procedures prior to requesting a replacement employee:

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

2.12 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours. Upon verification and acceptance of the invoices by the TO Managers, payment will be made to the TO Contractor(s).

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

2.13 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify DoIT PM Resource #1 or MSP PM Resource #2, labor category, 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, including detail of work hours) submitted for payment to DOIT and MSP at the following address:

DoIT
Attention: Denis McElligott
301 West Preston Street, Suite 1304
Baltimore MD 21201

MSP
Attention: John Contestabile
1201 Reisterstown Road
Pikesville MD 21208

- 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 either of the assigned PM resources are required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor(s) and TO Manager(s) shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit either: 1) A single TO Proposal proposing one or two PM resources with the required submissions for each resource proposed with a completed Master Contractor feedback form (submitted electronically through the CATS web site); or 2) A completed Master Contractor feedback form only for each project. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 Technical Proposal

The technical response to the proposal shall include:

3.2.1.1 Executive Summary

A brief overview describing the Master Contractor's background and capabilities for Project Management Services.

3.2.1.2 Background and Capabilities

A brief overview describing the Master Contractor's background and capabilities for PM services. Also provide a brief one page background for each of the proposed PM personnel.

3.2.1.3 Requirements Understanding

Requirements Understanding: A brief discussion demonstrating the Master Contractor's understanding of the requirements for the PM services (Refer to TORFP Section 2.5).

3.2.1.4 Assumptions

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

3.2.1.5 Master Contractor and Proposed Personnel Experience

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

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

3.2.1.6 State of Maryland Experience

If applicable, the Master Contractor shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- A) The State contracting entity

- B) A brief description of the services/goods provided
- C) The dollar value of the contract
- D) The term of the contract
- E) Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why
- F) Whether any available renewal option was not exercised
- G) The State employee contact person (name, telephone number and e-mail)

3.2.1.7 Confidentiality

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

3.2.1.8 Proposal Attachments

For each proposed PM resource the following attachments must be included:

- A) PM resource resume - Attach resume of proposed PM resource in Technical Response Template - Attachment 9
- B) TORFP Attachment 4 - Labor Classification Personnel Resume Summary - Attach TORFP Attachment 4 – Labor Classification Personnel Resume Summary proposed PM personnel
- C) TORFP Attachment: PMI certificate - Attach PMI Certificate for proposed PM personnel
- D) Conflict of Interest Affidavit and Disclosure - Attach completed Conflict of Interest Affidavit and Disclosure form included as TORFP Attachment 3

3.2.2 Financial Proposal

The financial response to the proposal shall include:

- A) A description of any assumptions on which the Master Contractor’s Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1 including:
 - o A description of any assumptions on which the Master Contractor’s Financial Proposal is based. (Assumptions may not constitute conditions, contingencies, or exceptions to the price proposal.)
 - o Completed Financial Proposal – Attachment 1
 - o DoIT PM Resource #1 and/or Attachment 1, MSP PM Resource #2.

The Master Contractor should indicate on each Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract and include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's understanding of the work to be accomplished.
- The proposed PM personnel's experience performing the duties and responsibilities as required in Section 2.5 and experience, certifications, and education as required in Sections 2.9 and 2.10.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.10 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all proposed PM resources in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal(s) financial responses will be reviewed and ranked from lowest to highest price proposed. Financial responses for each proposed PM resources will be ranked individually.
- 4.3.5 The most advantageous TO Proposal(s) offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT(S)

Commencement of work in response to a TO Agreement(s) shall be initiated only upon issuance of a fully executed TO Agreement(s), Purchase Order(s) and by a NTP(s) authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL-DoIT PM RESOURCE #1
PRICE PROPOSAL FOR CATS TORFP # F50P9200410
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
DoIT PM Resource #1	\$	2080	
DoIT PM Resource #1 (Option)	\$	1600	\$
	\$	3680	\$
Total Evaluated Price			\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower and shall include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 1 - PRICE PROPOSAL -MSP PM RESOURCE #1
PRICE PROPOSAL FOR CATS TORFP #W00P9202417
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
MSP PM Resource #1	\$	2080	
MSP PM Resource #1 (Option)	\$	1600	\$
	\$	3680	\$
Total Evaluated Price			\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower and shall include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS TORFP # _____ OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this ____ day of Month, 2009 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, _____.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Department of Information Technology or Maryland State Police, as identified in the CATS TORFP # F50P9200410 and W00P9202417
 - b. “CATS TORFP” means the Task Order Request for Proposals #F50P9200410 and W00P9202417, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Susan S. Howells. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Department of Information Technology and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP

- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on December 31, 2010.

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 in Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is 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, (name of agency)

By: Susan S. Howells, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the 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. The summary is required at the time of the interview.

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

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

**ATTACHMENT 4
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

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

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 5 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2009, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # _____ for Project Management Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 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 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Susan S. Howells, Department of Information Technology on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 - 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 _____ (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 Project Management Support Services TORFP No. F50P9200410 and W00P9202417 dated February __, 2009, (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 State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

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

TO Contractor/Contractor's Personnel:

Department of Information Technology:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Budget and Management, Office of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@DoIT.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

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

Section 4 – MBE Participation

- A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
- B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes No (If no, please explain why)
- C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
- D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes No (If no, please explain including any corrective action being taken.)
- E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (If yes, please explain including any corrective action being taken.)

Section 5 – Change Management

- A) Is there a formal Change Management Plan for this TO? Yes No (If no, skip remaining questions)
- B) Does the Change Management Plan contain the following?
- Yes No A written change management procedure.
 - Yes No A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements).
 - Yes No An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
- C) Have any Change Orders been executed? Yes No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
- D) Is the change management procedure being followed? Yes No

ATTACHMENT 9 – RESUME FORMAT

RESUME

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

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

A. Select PM or related Experience

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

B. Other Related Experience

C. Positions and Employment

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

Example:

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