

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

Section 1 – General Information			
RFR Number: (Reference BPO Number)	060B8400003		
Functional Area (Enter One Only)	Functional Area 2 - Web and Internet Systems		
Labor Category/s			
<i>Enter the labor category/s to be provided:</i>			
<ol style="list-style-type: none"> 1. Analyst, Computer Systems (Senior) CATS+ Labor Category #8 – 2 resources 2. Administrator, Systems – CATS+ Labor Category #47 – 1 resource 3. Database Manager – CATS+ Labor Category #21 – 1 part-time resource (0.5 FTE) 			
Anticipated Start Date	No later than July 31, 2017		
Duration of Assignment	Up to six months		
Designated Small Business Reserve?(SBR): (Enter “Yes” or “No”)	No		
MBE Goal, if applicable			0%
Issue Date: mm/dd/yyyy	07/03/2017	Due Date: mm/dd/yyyy	07/17/2017
		Time (EST): 00:00 am/pm	2:00pm EST
Place of Performance:	<p>Working remotely with site visits to 300 West Preston Street as requested by the TO Manager.</p> <p>The vendor resource is to provide their own PC equipment with the State providing VPN access.</p> <p>Any travel or lodging costs for site visits to Baltimore are not paid by the State.</p>		
Special Instructions: (e.g. interview information, attachments, etc.)	<p>Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications at 300 West Preston Street, Baltimore, MD 21201.</p> <ol style="list-style-type: none"> 1 DoIT intends to award this RFR for up to 2 Analyst, Computer Systems (Senior); 1 Administrator, Systems and 1 part-time (0.5 FTE) Database Manager 4 Master Contractors that propose candidates that can best satisfy the RFR requirements. Master Contractors may submit up to 4 resumes for consideration, one for each required resource. 2 Interviews, which are a type of oral presentation, will be performed, by phone or in-person. At the Procurement Officer’s discretion, an interview via the web, e.g., GoToMeeting, WebEx, may be held in lieu of an in-person meeting. Substantively, all candidates selected for interview shall be interviewed in 		

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	<p>substantially the same manner.</p> <p>3 In the event that more than 10 proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:</p> <ul style="list-style-type: none"> a. An initial review will be performed for all proposals to determine those technically qualified based on experience and qualifications of each proposed candidate. b. Proposals found qualified will be evaluated based on experience levels and qualifications and technically ranked highest to lowest for technical merit based on evaluation criterion 1 through 3 in Section 5. c. The top 10 ranked proposals identified by the technical ranking will be notified of interviews. All other Offerors will be notified of non-selection for this TORFP. d. Interviews will be conducted at the following location: 300 West Preston Street, Baltimore, MD 21201. 		
<p>Security Requirements (if applicable):</p>	<p>Selected personnel shall pass background checks and obtain State ID badges. Additionally, CCU reserves the right to screen Contractor personnel for delinquent debts owed to the State of Maryland that would present a conflict of interest for this project.</p>		
<p>Invoicing Instructions</p>			
<ul style="list-style-type: none"> 1. After the end of each month, the Master Contractor shall submit timesheets to the Agency Task Order Manager (TO Manager), for review prior to submitting an invoice. 2. The TO Manager shall review, sign, and return the timesheets to the Master Contractor. 3. The Master Contractor shall send a copy of the signed timesheets with an invoice to the Agency TO Manager to: DoITfiscal.invoiceservice@Maryland.gov David.Woodard@maryland.gov 4. The Master Contractor shall invoice the State monthly at the proposed hourly labor rate for actual hours worked, as documented in the approved timesheets. 			
<p>Special Invoicing Instructions:</p>	<p>None.</p>		
<p>Section 2 – Agency Procurement Officer (PO) Information</p>			
<p>Agency / Division Name:</p>	<p><i>Department of Information Technology</i></p>		
<p>Agency PO Name:</p>	<p><i>LaShella Miller</i></p>	<p>Agency PO Phone Number:</p>	<p><i>410-697-9669</i></p>
<p>Agency PO Email Address:</p>	<p><i>Lashella.Miller@maryland.gov</i></p>	<p>Agency PO Fax:</p>	<p><i>NA</i></p>
<p>Agency PO Mailing Address:</p>	<p><i>Maryland Department of Information Technology 100 Community Place Crownsville, MD 21032</i></p>		
<p>Section 3 – Scope of Work</p>			
<p>Agency / Project Background</p>			
<p>The Department of Budget and Management (DBM), Central Collection Unit (CCU) is in the process of implementing an IT</p>			

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<p>Modernization Project that encompasses a new debt collection system (FICO Debt Manager) that integrates with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems.</p>	
Job Description/s	
Labor Category/s (From Section 1 Above)	Duties / Responsibilities
<p>1. Analyst, Computer Systems (Senior) CATS+ Labor Category #8 – 2 resources</p>	<p>The resource shall provide FICO Debt Manager configuration support to resolve defects identified with the Central Collection Unit implementation. Defect resolution includes Debt Manager core functionality, configuration, workflow, ETL, letters/forms and peripheral systems. In addition, the resource shall support other related tasks as needed.</p>
<p>2. Administrator, Systems – CATS+ Labor Category #47 – 1 resource</p>	<p>Monitor, measure, and record the following:</p> <ul style="list-style-type: none"> • Load average • Memory usage • Virtual Disk transactions per second • Network throughput (in Mbits/sec) • Network throughput per virtual host/site • Transfer (in GB/month) • Transfer per virtual host • Disk storage (monthly in GB) and also daily rolling average if files are uploaded and deleted regularly) • Average response time of test Uniform Resource Identifier (URI) under your control (in milliseconds) • Support other related tasks as needed.
<p>3. Database Manager – CATS+ Labor Category #21 – 1 part-time resource (0.5 FTE)</p>	<p>Troubleshooting and resolving database integrity issues, performance issues, blocking and deadlocking issues, replication issues, log shipping issues, connectivity issues, and security issues.</p> <p>Performance tuning, query optimization, using Performance Monitor, SQL Profiler and other related monitoring and troubleshooting tools.</p> <p>Detect and troubleshoot SQL Server related CPU, memory, I/O, disk space and other resource contention.</p> <p>Perform backups, restores, recovery models, database shrink operations, DBCC commands, clustering, database mirroring and replication.</p> <p>Support other related tasks as needed.</p>
Experience Levels/Qualifications	
<p>Candidates will be evaluated on their experience levels and qualifications as identified in Section 2.10 of the CATS+ Master Contract in addition to the preferred experience levels and qualifications listed below. Candidates possessing the preferred experience levels and qualifications may be evaluated higher.</p>	
Labor Category/s (From Section 1 Above)	Experience Levels/Qualification
<p>1. Analyst, Computer Systems (Senior) CATS+ Labor Category #8 – 2 resources</p>	<p>a. Education:</p> <p>1. A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.</p> <p>b. General Experience:</p>

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	<ol style="list-style-type: none"> 1. Computer experience working independently or under general direction on complex application problems involving all phases of systems analysis. c. Specialized Experience: <ol style="list-style-type: none"> 1. Experience with FICO Debt Manager configuration.
<ol style="list-style-type: none"> 2. Administrator, Systems – CATS+ Labor Category #47 – 1 resource 	<ol style="list-style-type: none"> a. Education: <ol style="list-style-type: none"> 1. An Associate’s degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor’s Degree in one of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education. b. General Experience: <ol style="list-style-type: none"> 1. Experience in a computer-related field. c. Specialized Experience: <ol style="list-style-type: none"> 1. Experience with FICO Debt Manager.
<ol style="list-style-type: none"> 3. Database Manager – CATS+ Labor Category #21 – 1 part-time resource (0.5 FTE) 	<ol style="list-style-type: none"> a. Education: <ol style="list-style-type: none"> 1. A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. b. General Experience: <ol style="list-style-type: none"> 1. Experience in the development and maintenance of database systems. c. Specialized Experience: <ol style="list-style-type: none"> 1. Experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages. 2. Experience with FICO Debt Manager.
<p>Preferred Levels/Qualifications</p> <p>The additional Experience/Knowledge/Skills listed below are preferred by the State.</p>	
<ol style="list-style-type: none"> 1. Analyst, Computer Systems (Senior) CATS+ Labor Category #8 – 2 resources 	<p>Experience integrating FICO Debt Manager with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems.</p>
<ol style="list-style-type: none"> 2. Administrator, Systems – CATS+ Labor Category #47 – 1 resource 	<p>Experience integrating FICO Debt Manager with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems.</p>
<ol style="list-style-type: none"> 3. Database Manager – CATS+ Labor Category #21 – 1 part-time resource (0.5 FTE) 	<p>Experience integrating FICO Debt Manager with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems. Database administration in SQL Server (2012 or later).</p>

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Section 4 - Required Submissions

NOTE:

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

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

1. Resume for each labor category described in the RFR (Attachment 1) – submit one Attachment 1 for each candidate proposed.
2. Three (3) current references that can be contacted for performance verification of the submitted candidate’s work experience and skills. Telephone number and email address of reference is needed.
3. Certification Regarding Investments in Iran (Attachment 3 of this RFR)
4. Conflict of Interest Affidavit (Attachment 4 of this RFR)
5. Non-Disclosure Agreement (TO Contractor) (Attachment 5 of this RFR)
6. Living Wage Affidavit (Attachment 6 of this RFR)
7. Criminal Background Check Affidavit (Attachment 7 of this RFR)
8. Any other required documentation to demonstrate meeting minimum qualifications

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

1. Price Proposal (Attachment 2) – submit a separate Attachment 2 for each candidate proposed

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

Section 5 – Evaluation Criteria

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

1. Relevant technical skills
2. Experience
3. References
4. Price

Basis for Award Recommendation

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

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**ATTACHMENT 1
RFR RESUME FORM
RFR # 060B8400003**

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

Labor Category **Analyst, Computer Systems (Senior) CATS+ Labor Category #8 – 2 resources**

Candidate Name:

Master Contractor:

A. Education / Training

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

B. Relevant Work Experience

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

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

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

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

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

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email

Request for Resume (RFR) CATS+ Master Contract

<i><add lines as needed></i>			
LABOR CATEGORY PERSONNEL RESUME SUMMARY (ATTACHMENT 1 CONTINUED) *"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.			
Proposed Individual's Name/Company:		How does the proposed individual meet each requirement?	
LABOR CATEGORY TITLE – Application Developer, Advanced Technology (Senior) – 2 resources			
Requirement		Candidate Relevant Experience *	
Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.		Education:	
General Experience: Computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.		General Experience:	
Specialized Experience: Experience with FICO Debt Manager configuration.		Specialized Experience:	
Preferred Experience: Experience integrating FICO Debt Manager with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems.		Preferred Experience:	
The information provided on this form for this labor category is true and correct to the best of my knowledge:			
Master Contractor Representative:			
_____	_____	_____	
Print Name	Signature	Date	
Proposed Individual:			
_____	_____		
Signature	Date		
<i>Instruction: Sign each form.</i>			

**Request for Resume (RFR)
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**ATTACHMENT 2
PRICE PROPOSAL
RFR # 060B8400003**

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

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate *	Evaluation Hours	Extended Price (AXB)
Analyst, Computer Systems (Senior) CATS+ Labor Category #8 – 2 resources (submit one Price Proposal for each candidate proposed)	\$	1,000	\$

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

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

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

Labor Category Administrator, Systems – CATS+ Labor Category #47 – 1 resource

Candidate Name:

Master Contractor:

E. Education / Training

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

F. Relevant Work Experience

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

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

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

<add lines as needed>

G. Employment History

List employment history, starting with the most recent employment first

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

H. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email

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<i><add lines as needed></i>			
LABOR CATEGORY PERSONNEL RESUME SUMMARY (ATTACHMENT 1 CONTINUED) *"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.			
Proposed Individual's Name/Company:		How does the proposed individual meet each requirement?	
LABOR CATEGORY TITLE – Administrator, Systems – 1 position			
Requirement		Candidate Relevant Experience *	
Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education.		Education:	
General Experience: Experience in a computer-related field.		General Experience:	
Specialized Experience: Experience with FICO Debt Manager.		Specialized Experience:	
Preferred Experience: Experience integrating FICO Debt Manager with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems.		Preferred Experience:	
The information provided on this form for this labor category is true and correct to the best of my knowledge:			
Master Contractor Representative:			
Print Name	Signature	Date	
Proposed Individual:			
Signature	Date		
<i>Instruction: Sign each form.</i>			

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PRICE PROPOSAL
RFR # 060B8400003**

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

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate *	Evaluation Hours	Extended Price (AXB)
Administrator, Systems CATS+ Labor Category #47 – 1 resource	\$	1,000	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

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RFR # 060B8400003**

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

Labor Category Database Manager – CATS+ Labor Category #21 – 1 part-time resource (0.5 FTE)

Candidate Name:

Master Contractor:

I. Education / Training

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

J. Relevant Work Experience

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

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

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

<add lines as needed>

K. Employment History

List employment history, starting with the most recent employment first

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

L. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email

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<add lines as needed>			
LABOR CATEGORY PERSONNEL RESUME SUMMARY (ATTACHMENT 1 CONTINUED) *"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.			
Proposed Individual's Name/Company:		How does the proposed individual meet each requirement?	
LABOR CATEGORY TITLE – Database Manager – 1 part-time resource (0.5 FTE)			
Requirement		Candidate Relevant Experience *	
Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.		Education:	
General Experience: Experience in the development and maintenance of database systems.		General Experience:	
Specialized Experience: Experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages. Experience with FICO Debt Manager.		Specialized Experience:	
Preferred Experience: Experience integrating FICO Debt Manager with multiple peripheral systems including IVR, IPD, debt referral, debt adjustment, payment processing and document management systems. Database administration in SQL Server (2012 or later).		Preferred Experience:	
The information provided on this form for this labor category is true and correct to the best of my knowledge:			
Master Contractor Representative:			
Print Name	Signature	Date	
Proposed Individual:			
Signature	Date		

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Instruction: Sign each form.

**ATTACHMENT 2
PRICE PROPOSAL
RFR # 060B8400003**

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

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate *	Evaluation Hours	Extended Price (AXB)
Database Manager CATS+ Labor Category #21 – 1 part-time resource (0.5 FTE)	\$	500	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

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ATTACHMENT 3 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

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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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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ATTACHMENT 5 – NON-DISCLOSURE AGREEMENT TO CONTRACTOR

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland (“the State”), acting by and through its Maryland State Department of Education (DoIT), (the “Department or Agency”), 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 <<Solicitation Title>> TORFP No. <<SOLICITATION NUMBER>> dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the 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. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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

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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 or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - 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/TO Contractor's Personnel:

(DoIT):

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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ATTACHMENT 6 – LIVING WAGE AFFIDAVIT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

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ATTACHMENT 7– CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor) _____ has provided <<TO Requesting Agency Name>> with a summary of the security clearance results for all of the candidates that will be working on Task Order <<Solicitation Title>> <<SOLICITATION NUMBER>> and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Submit within 45 days of NTP