



AMENDMENT # 1

Request for Resume (RFR) for VoIP Project Manager

CATS+ Master Contract – 060B8400049 (formerly 060B2490023)

Ladies/Gentlemen:

Amendment No. 1 is being issued to amend the BPO number associated with RFR #060B2490023. The new reference BPO is 060B8400049. All communications related to this RFR must reference the new BPO number, as the former BPO is no longer valid.

Again, the new reference BPO number is 060B8400049. Please update your records to include this revision with all future correspondence and submissions.

Issued by:

Memory Jackson, MA, CFCM
Procurement Officer



Questions & Answers RFR # 060B8400049 for Project Manager CATS+ Master Contract

Ladies/Gentlemen:

This list of questions and answers is being issued to clarify certain information contained in the above referenced RFR. The statements and interpretations contained in the following responses to questions by potential Offerors are not binding to the State, unless an addendum expressly amends the RFR. Nothing in the State's response to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor.

ID	Page Number Reference	Section Number and Title Reference	Question	Answer
1	4-5	6. Selection/Award Process	Can you elaborate on the following statement: 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?	If the project work involves additional procurement(s), serving as the PM may create a conflict of interest that bars the Master Contractor (MC) from submitting a bid on the related procurement. See Md. Code Ann., State Finance & Procurement Article § 13-212.1
2	2	3.C. Job Description	Is there already a team of technicians in place or would the PM be looking to build out a team?	Yes, a team is already in place.
3	-	General	Could you tell me what technologies you are looking to use?	NEC is the solution provider.



State of Maryland
Department of Information Technology

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Acting Secretary
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4	8	Attachment 2	What does it mean by "Evaluation Hours"? Would this be the typical 40 hours?	Yes.
5	2	3.A. Scope of Work	What kind of voice systems are you migrating to and from?	PBX to VoIP
6	3	4. Personnel Qualifications	The experience mentioned for 'Project Manager' in the Master Contract is: "At least five (5) years of experience in project management", but the experience mentioned in the RFR # 060B3490023 is "At least ten (10) years of experience in managing IT related projects." Kindly explain which experience should we consider?	All candidates must meet the minimum qualifications identified in Section 2.10.95 of the CATS+ Master RFP – 060B2490023-2016. In addition, candidates will be evaluated on the preferred experience/qualifications listed in Section 4 of the RFR. Candidates possessing the preferred experience/qualifications may receive a higher technical ranking. See RFR section 4 and section 2.9.4 of the CATS+ Master RFP – 060B2490023-2016.
7	3	4. Personnel Qualifications	The labor category mentioned in the Master Contract under 2.10.95 is "Project Manager", but the experience as per the RFR is "10 years" which does not comply with the experience of "Project Manager"?	See answer #6.
8	15	Exhibit A	Who may be required to sign Exhibit A for the RFR for DOIT's VOIP PM?	Project Manager (Contractor)
9	1	1. Labor Category	Is this a RFR which is just 6 months or is this a RFP?	RFR. An RFR for a Project Manager on a Major IT Development Project (MITDP) may be for a period of up to five years. In this case, it's a 2 year base period with (3) 1-year options.
10	-	General	Is there any incumbent for this project or is this for a new project?	New project.
11	-	General	How are the current services being procured?	Through a PORFP with the service provider.
12	-	General	What is the budget allocated for this project?	Confidential.
13	-	General	Do we have any Option for Candidate replacement?	No.
14	17	Attachment 7	Does the candidate require a background verification prior to RFR submission?	No. Only the selected candidate is required to undergo a background check.
15	-	General	Is any vendor performing these services currently? If so, who is the vendor company and what is the TORFP/RFR number under which the contract was awarded?	No.



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16	1	1. Labor Category	Since there is no Senior Project Manager labor category are we allowed to use Telecommunications Consultant (Senior) or Subject Matter Expert labor category?	Project Manager is the labor category.
17	-	General	Could you advise where the document(s) are located on the CATS+ webpage?	CATS+ TORFP Status Webpage
18	-	General	Can a Master Contractor submit more than one resume for this RFR? If so, what is the max number of resume we can submit?	No. You may only propose one candidate for RFR 060B8400049 (formerly 060B3490023).
19	13	Attachment 5	Do I have to submit Attachment 5 prior to candidate selection?	Yes.

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CATS+ Master Contract – 060B2490023-2016
All Master Contract Provisions Apply

Section 1 – General Information			
RFR Number: (ADPICS Reference BPO Number)	060B3490023		
Functional Area (Enter One Only)	Functional Area 10- IT Management Consulting Services		
Labor Category/s			
Project Manager (for a Senior Project Manager role)			
Anticipated Start Date	February 12, 2018		
Duration of Engagement	Two (2) year base term; three (3) one (1) year option periods		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	No		
MBE Goal, if applicable	0%		
Issue Date: mm/dd/yyyy	January 3, 2018	Due Date: mm/dd/yyyy	January 23, 2018
		Time (EST): 00:00 am/pm	No later than 2:00 PM EST
Place of Performance	Department of Information Technology 100 Community Place Crownsville, MD 21032		
Special Instructions	<ol style="list-style-type: none"> 1. In the event that more than 10 proposals are received, the TO Procurement Officer may elect to exercise the following down-select process: <ol style="list-style-type: none"> a. An initial evaluation for all resumes and submitted documentation will be completed. Based on the evaluation, the proposed candidates will be technically ranked highest to lowest for technical merit based on Section 4 – Personnel Qualifications. b. Offerors who submitted the top 10 technically ranked proposals will be notified of selection for candidate interviews. The TO Procurement Officer will follow the selection process in RFR Section 6. All other Offerors will be notified of non-selection for this RFR. 2. Interviews will be performed by phone or in-person at the following location, 100 Community Place, Crownsville, MD 21032. At the TO Procurement Officer’s discretion, an interview via the web, e.g., Skype, GoToMeeting, WebEx, may be held in lieu of an in-person meeting. All candidates selected for interview shall be interviewed in substantially the same manner. 		
Security Requirements	Selected personnel shall pass background checks and obtain State ID badges. Refer to		

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(if applicable):		RFR Attachment 7 – Criminal Background Check Affidavit for additional information.	
Section 2 – TO Procurement Officer Information			
TO Requesting Agency Name		Department of Information Technology (DoIT)	
TO Procurement Officer Name		Memory Jackson	TO Procurement Officer Phone Number 410-697-9678
TO Procurement Officer Email Address		Memory.Jackson@maryland.gov	Agency PO Fax: N/A
TO Procurement Officer Mailing Address		100 Community Place, Rm. 2.321 Crownsville, MD 21032-2022	
Section 3 – Scope of Work			
A. Background			
<p>DoIT has policy responsibility over technology matters across State agencies, oversight authority over IT expenditures greater than \$25,000, programmatic oversight over MITDPs, and the authority to centralize common IT functions and assets. DoIT supports Maryland’s Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State’s strategic direction for IT and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management.</p> <p>The Voice over Internet Protocol (VoIP) Transition Project is a new Major IT Development Project (MITDP). This project will be the modernization of the State’s current voice and data services infrastructure. Over the last several years the telecommunications industry Public Switched Telephone Network (PSTN) has been transitioning from a traditional Time Division Multiplexing (TDM) technology to an IP-based infrastructure. DoIT has identified significant short term and longer term projects to prepare for this transition, including transitioning the voice network connections to the PSTN and TDM PBX system replacements. DoIT has begun to transition the State’s voice network services to IP in concert with the transition of the PSTN. The transition shall include the majority of telephone services utilized throughout the State today. In addition DoIT will replace and/or retrofit its multi-agency telephony system(s) in order to ensure that the systems are compatible with the changes in the telephone network, meet the State’s reliability requirements, OPEX objectives, as well as enhancing the State’s ability to deliver constituent services across multiple communications channels. There are two main objectives: 1) Migrating existing DoIT managed PBXs to a Voice over Internet Protocol (VoIP) platform 2) Migrate existing connections to the PSTN to be VoIP compliant.</p> <p>This Project Manager (PM) resource will primarily lead this VoIP Transition Project and be responsible for managing and overseeing the implementation of this modernization effort along with actively coordinating with the telecommunications and network teams.</p> <p>In addition, upon request, this Project Manager may assist with other related Information Technology Innovation projects.</p>			
B. Role Definitions			
1.	Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award.		
2.	TO Manager – State staff person who oversees the work performance for the resource and administers the TO once it is awarded.		
3.	TO Contractor – The CATS+ Master Contractor awarded a TO Agreement as a result of this RFR. The TO Contractor shall provide the resource and be accountable for the resource’s work performance		

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	under the TO Agreement.
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C. Job Description/s

Labor Category/s (From Section 1 Above)	Duties / Responsibilities
Project Manager (PM)	1. Provide the overall project planning, governance and management. Duties shall focus on project planning/design, implementation, monitoring and controlling, and reporting.
	2. The position shall ensure the appropriate application of the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK) and the State’s Systems Development Lifecycle (SDLC) in managing and overseeing the project efforts.
	3. May all day to day activities of the transition including the development of the roadmap and scope, and associated to changes to these plans, schedule, scope, and cost.
	4. Establish appropriate strategies and processes to manage the design and installation of the VoIP telephone systems and its associated elements (Hardware/Software, Local Area Networks (LAN)/Wide Area Network (WAN) call centers, etc.)
	5. Oversee/Support the site survey assessments and prepared finding reports and implementation plans to conform to required standards.
	6. Provide direction to respective telecommunication and associated project teams within the Department.
	7. Develop respective SDLC and other required documentation, executive level briefings and reports, and statements of work (SOW).
	8. Serve as the primary liaison for the VoIP effort within DoIT, and to external Agency stakeholders and vendors.
	9. Other duties as assigned by the State Project Manager (PM)/Deputy Chief Information Officer (CIO).

Section 4 – Personnel Qualifications

Experience Levels/Qualifications
<p>Candidates will be evaluated on their ability to meet the minimum qualifications identified in Section 2.10 of the CATS+ Master RFP – 060B2490023-2016 http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf in addition to the preferred experience/knowledge and skills listed below. Candidates possessing the preferred experience/qualifications/knowledge and skills below may receive a higher technical ranking.</p>

Preferred Experience/Qualification/Knowledge/Skills
--

Labor Category/s (From Section 1 Above)	
	<p>a. Education:</p> <p>1. A Master's Degree is preferred.</p>
	<p>b. General Experience:</p>

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	<ol style="list-style-type: none"> 1. At least ten (10) years of experience in project management.
	<p>c. Specialized Experience:</p> <ol style="list-style-type: none"> 1. At least ten (10) years of experience in managing IT related projects. 2. Demonstrated at least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget. 3. At least three (3) years of experience in managing VoIP projects and at least two (2) years of experience in either contact centers, LAN/WAN, or Wireless projects. 4. Experience developing planning and implementation documentation, reports, briefings, and process documents. 5. Project Management Professional (PMP) Certification is preferred 6. Telecommunications Industry Association (TIA) Certified Convergent Network Technologies (CCNT) or Convergent Technologies Professional (CTP) Certification is preferred. 7. Possess excellent communication skills with both Senior Level Executive and team members.

Section 5 – Required Submissions

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

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

 1. RFR Attachment 1 – RFR Resume Form for each labor category described in the RFR – submit one Attachment 1 for each candidate proposed. Attachment 1 shall include three (3) current references for each candidate proposed that can be contacted for performance verification for each candidate’s work experience and skills. Telephone number and email address of reference is needed.
 2. RFR Attachment 3 - Certification Regarding Investments in Iran.
 3. RFR Attachment 4 - Conflict of Interest Affidavit
 4. RFR Attachment 5 - Non-Disclosure Agreement
 5. RFR Attachment 6 - Living Wage Affidavit
 6. RFR Attachment 7 - Criminal Background Check Affidavit
 7. Any relative documentation to demonstrate meeting the qualifications in RFR Section 4 – Personnel 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. RFR Attachment 2 - Price Proposal – submit a separate Attachment 2 – Price Proposal for each proposed candidate.

The TO Procurement Officer 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 may be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

Section 6 – Selection/Award Process

1. After completion of interviews, the remaining 10 proposals will be ranked for technical merit based on the

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following evaluation criteria:

- A. Relevant technical skills
 - B. Experience
 - C. References
2. The TO Procurement Officer will only open the Price Proposals where the associated technical proposal/candidate has been classified as reasonably susceptible for award.
 3. Price Proposals will be evaluated and ranked from lowest to highest price proposed.
 4. When in the best interest of the State, the TO Procurement Officer may request, in writing, a financial Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
 5. The TO Procurement Officer will recommend award to the Master Contractor/s whose proposal is determined to be the best value to the State, considering price and the evaluation factors set forth above. In this evaluation, technical merit is considered to have greater weight. The TO Procurement Officer will initiate and deliver a Task Order Agreement to the selected Master Contractor/s. **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.**

Section 7 – Invoicing Instructions

1. After the end of each month, the TO Contractor shall submit timesheets to the TO Manager, for review prior to submitting an invoice.
2. The TO Manager shall review, sign, and return the timesheets to the TO Contractor.
3. The TO Contractor shall send a copy of the signed timesheets with an invoice to the TO Manager to:
4. The TO Contractor shall invoice the State monthly at the proposed hourly labor rate for actual hours worked, as documented in the approved timesheets.

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ATTACHMENT 1
RFR RESUME FORM
RFR #060B3490023

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

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

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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 –													
Requirement (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)		Candidate Relevant Experience *											
Education: (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)													
General Experience: (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)													
Specialized Experience: (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)													
Preferred Experience/Qualifications/Knowledge/Skills: (insert from RFR Section 4 – Personnel Qualification)													
<p>The information provided on this form for this labor category is true and correct to the best of my knowledge:</p> <p>Master Contractor Representative:</p> <table style="width: 100%; border: none;"><tr><td style="border: none; text-align: center;">_____</td><td style="border: none; text-align: center;">_____</td><td style="border: none; text-align: center;">_____</td></tr><tr><td style="border: none; text-align: center;">Print Name</td><td style="border: none; text-align: center;">Signature</td><td style="border: none; text-align: center;">Date</td></tr></table> <p>Proposed Individual:</p> <table style="width: 100%; border: none;"><tr><td style="border: none; text-align: center;">_____</td><td style="border: none; text-align: center;">_____</td></tr><tr><td style="border: none; text-align: center;">Signature</td><td style="border: none; text-align: center;">Date</td></tr></table> <p><i>Instruction: Sign each form.</i></p>				_____	_____	_____	Print Name	Signature	Date	_____	_____	Signature	Date
_____	_____	_____											
Print Name	Signature	Date											
_____	_____												
Signature	Date												

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ATTACHMENT 2 – FOR 6 MONTH RFR

PRICE PROPOSAL

RFR #060B3490023

(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)
	\$		\$

 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 TO Agreement. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

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All Master Contract Provisions Apply

ATTACHMENT 2 - PRICE PROPOSAL – FOR MULTI-YEAR RFR

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

Base Period 1 (one year)				
CATS+ Labor Category		A	B	C
		Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager		\$	2000	\$
Total Base Period 1 Evaluation Price:				\$
Base Period 2 (one year)				
CATS+ Labor Category		A	B	C
		Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager		\$	2000	\$
Total Base Period 2 Evaluation Price:				
Renewal Period 1 (one year)				
CATS+ Labor Category		A	B	C
		Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager		\$	2000	\$
Renewal Period 1 Evaluation Price:				\$
Renewal Period 2 (one year)				
CATS+ Labor Category		A	B	C
		Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (B x C)
Project Manager		\$	2000	\$
Total Renewal Period 2 Evaluation Price:				\$
Renewal Period 3 (one year)				
CATS+ Labor Category		A	B	C
		Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager		\$	2000	\$
Total Renewal Period 3 Evaluation Price:				\$
Total RFR Price (Sum of Periods 1-5 Prices):				\$

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Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

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ATTACHMENT 3 - 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 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)

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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.

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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 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:

TO Requesting Agency:

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 _____ and the duly authorized representative of _____ 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 _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services RFP 060B2490023-2016 (CATS+).

I hereby affirm that the _____ 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 to the of the CATS+ RFP 060B2490023-2016. 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