

Request for Resume (RFR)
CATS+ Master Contract – 060B2490023-2016
All Master Contract Provisions Apply

| Section 1 – General Information | | | |
|---|---|-----------------------------------|----------|
| RFR Number: (ADPICS Reference BPO Number) | 001B9400262 | | |
| Functional Area (Enter One Only) | Functional Area 10 – IT Management Consulting Services | | |
| Labor Category/s | | | |
| Project Manager | | | |
| Anticipated Start Date | February 1, 2019 | | |
| Duration of Engagement | Three-year base term, with two, unilateral one-year renewal options. | | |
| Designated Small Business Reserve?(SBR) | No | | |
| MBE Goal | 0% | | |
| Issue Date: mm/dd/yyyy | 11/19/18 | Due Date: mm/dd/yyyy | 12/10/18 |
| | | Time (EST): 00:00 am/pm | 02:00 PM |
| Place of Performance | 45 Calvert Street Annapolis, MD 21401 | | |
| 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 submitted resumes and documentation will be completed. Based on this evaluation, the proposed candidates will be technically ranked highest to lowest for technical merit based on RFR Section 4 – Personnel Qualifications. b. Offerors who submitted at least the top 10 technically ranked proposals will be notified of selection for candidate interviews. The TO Procurement Officer will follow the Selection/Award Process in RFR Section 6. c. All other Offerors will be notified of non-selection for this RFR. 2. Interviews will be performed by phone or in-person in a location to be determined. At the TO Procurement Officer’s discretion, an interview via telephone, 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. | | |

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| Security Requirements (if applicable): | Selected personnel shall pass background checks and obtain State ID badges. Refer to RFR Attachment 7 – Criminal Background Check Affidavit for additional information. | | |
| Section 2 – TO Procurement Officer Information | | | |
| TO Requesting Agency | Department of General Services | | |
| TO Procurement Officer | Allegra Daye | TO Procurement Officer phone number | 410-767-4032 |
| TO Procurement Officer email address | Allegra.Daye1@maryland.gov | | |
| TO Procurement Officer mailing address | 301 West Preston Street M-3 Baltimore, MD 21201 | | |
| Section 3 – Scope of Work | | | |
| A. Background | | | |
| <p>The State of Maryland is transforming its public procurement processes through implementation of a state-of-the-art eProcurement solution to be utilized by State entities and other public bodies such as counties, municipalities, and public schools. The solicitation for the eProcurement Solution can be found at the following link: https://dbm.maryland.gov/proc-contracts/Pages/contract-library/Services/eMM-eProcurement-Solution-RFP.aspx. To support this project, the State is issuing this RFR to procure a Project Manager to provide technical project management services for all eProcurement application development, maintenance and operations, and related eCommerce initiatives that are part of the State’s eMaryland Marketplace (eMM) eProcurement solution. The Project Manager selected under this RFR will serve as the counterpart to the Project Manager provided by the contractor selected through the eProcurement Solution solicitation identified above.</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 under the TO Agreement. | | |
| C. Job Description/s | | | |
| Labor Category/s (From Section 1 Above) | Duties / Responsibilities | | |
| Project Manager | <ol style="list-style-type: none"> 1. Support eMM State eProcurement Program and other strategic projects, including but not limited to: <ol style="list-style-type: none"> a) Act as the eMM Program application project manager or technical lead for assigned IT projects. b) Monitor project schedule and task completion, mentor staff, and coordinate with business stakeholders to meet agreed to project schedules, budget, and technical requirements. c) Provide strategic guidance and input to the supported eMM Program Management team for eMM-related technology initiatives. d) Work closely with the Department of Information Technology (DoIT) and | | |

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| | <p>Department of General Services (DGS) leaders to ensure projects are in alignment with statewide procurement plan, statewide IT master plan, data governance and security plans, and the objectives and goals in those plans.</p> |
| | <p>2. Provide technical services, including but not limited to:</p> <ul style="list-style-type: none"> a) Develop recommendations and plans to maintain eMM Program applications at release levels that insure a reliable technical infrastructure. Identify functional changes in release levels and advise customers on the impact of these changes. b) Provide project management and coordination for all technology initiatives, to include status reports, project plan updates, and required project documentation. c) Document changes in scope or other problems that affect work and timelines. Keep customers informed of work estimates and changes. d) Develop and maintain project implementation and configuration management guidelines and procedures. e) Effectively communicate with the Director for the eMM Program, sponsors and other IT team members involved in pertinent tasks and issues. f) Work as an integral part of the eMM Program team, including providing assistance to other DoIT and DGS IT Staff when necessary. |
| | <p>3. Provide team management and administration tasks, including but not limited to:</p> <ul style="list-style-type: none"> a) Conduct periodic staff meetings and maintain effective communication links with the eMM Program team through individual verbal discussion, web-ex, and e-mail regarding team project goals and initiatives. b) Encourage eMM Program team technical skills development and improvements through continuing education, training seminars, and workshops. c) Foster a team environment and atmosphere to grow team cohesiveness. d) Ensure tasks are completed by eMM Program team members and by contracted services providers by all due dates. e) Support intent of Maryland Small Business program and goals when making vendor sourcing decisions for goods and services. |
| | <p>4. Customer Relationship Management, including but not limited to:</p> <ul style="list-style-type: none"> a) Inform the eMM Program team about changes to technology plans upcoming maintenance and testing activities. b) Provide best value technology solutions to business units. c) Provide assistance to the eMM Program team, when needed, in working with the DGS and DoIT IT team members, or the State Enterprise Project Management Office (EPMO) to resolve issues, service requests or implementation of new technology solutions. |
| | <p>5. The Project Manager 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. It is the responsibility of the Project Manager to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:</p> <ul style="list-style-type: none"> a) The State of Maryland System Development Life Cycle (SDLC) methodology at: http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx. b) The State of Maryland Information Technology Security Policy and Standards at: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx. |

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| | <ul style="list-style-type: none"> c) The State of Maryland Information Technology Non-Visual Standards at: http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx. d) The State of Maryland Information Technology Project Oversight at http://doit.maryland.gov/epmo/Pages/ProjectMgmt.aspx. e) The Project Manager shall follow project management methodologies consistent with the most recent edition of the Project Management Institute’s Project Management Body of Knowledge Guide (PMBOK) https://www.pmi.org/pmbok-guide-standards. f) A consistent methodology for all activities required under the RFR. |
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Section 4 – Personnel Qualifications

Experience Levels/Qualifications

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.

Preferred Experience/Qualification/Knowledge/Skills

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| Project Manager (From Section 1 Above) | Education: Master’s degree; or current Project Management Institute (PMI) Certified Project Management Professional (PMP) and at least one of the following: 1) current PMI-Agile Certified Practitioner (PMI-ACP), current Certified Scrum Master (CSM), Certified Product Owner (CSPO), Certified Developer (CSD), Professional Scrum Master (PSM), Professional Scrum Product Owner (PSPO), Professional Scrum Developer (PSD) or equivalent certification. Other certifications include Scaled Agile Framework (SAFe), Disciplined Agile Delivery (DaD), and Large-Scale Scrum (LeSS). |
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| | <p>a. General Experience:</p> <ul style="list-style-type: none"> 1) Project management experience and experience supervising technical staff. 2) Demonstrated success managing multi-million dollar IT solution implementation projects. 3) Good working knowledge required of the Project Management Body of Knowledge (PMBOK) and/or State IT project management guidelines and procedures. 4) At least three years of experience supervising a highly skilled information technology team. 5) Experience managing a team of highly skilled IT professionals in an applications environment. 6) Demonstrated strong project management skills, including project and resource planning, activity sequencing, risk assessments, communication planning, and status reporting. 7) Experience leading projects of moderate complexity similar to the eMM project. 8) Experience in developing, maintaining, and implementing complex business applications that use relational database management systems. 9) Excellent written and oral communication skills at all organizational levels. 10) Well organized and the ability to organize others to accomplish goals within prescribed timeframes. 11) Strong interpersonal skills. |
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| | 12) Demonstrated ability to build relationships between business units to support a singular mission |
| | <p>b. Specialized Experience:</p> <ol style="list-style-type: none"> 1) Experience, within the past five years, implementing an e-commerce or e-procurement solution for a public entity. 2) Experience, within the past five years, implementing an e-commerce or e-procurement solution for a private entity. 3) Knowledge of the electronic procure-to-pay or source-to-pay industry. 4) An understanding of the functionality of the eMaryland Marketplace currently used by the State of Maryland and the role it plays in Maryland’s procurement processes. 5) Knowledge of public procurement processes. 6) Knowledge of financial and purchasing systems. 7) Experience with the entire systems development life cycle including programming, systems analysis and design, business process analysis, implementation and support. |

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 with as a password protected file “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 6 - Living Wage Affidavit
5. 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, at least the remaining 10 proposals will be ranked for technical merit based on the following evaluation criteria:
 - A. The proposed candidate’s relevant background, experience, technical skills and capabilities
 - B. Interview and responses to interview questions
 - C. References
2. The TO Procurement Officer will only open the Price Proposals where the associated technical proposal/candidate has

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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.
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 Summary Form – CATS+ RFR #

| | | |
|---------------------|--------------------|---------------------------------------|
| Proposed Personnel: | Master Contractor: | CATS+ Labor Category: Project Manager |
|---------------------|--------------------|---------------------------------------|

Education

| | | | |
|--|----------------------|--------------------------|-----------------|
| Education: Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline | Institution/Address: | Degree or Certification: | Year Completed: |
| | | Field of Study: | |

| | | | | |
|---|-------|-----|-------------------|--------------------------|
| Generalized Experience: At least five (5) years of experience in project management. | Start | End | Company/Job Title | Relevant Work Experience |
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| Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget. | Start | End | Company/Job Title | Relevant Work Experience |
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| | | | | |
| <u>Preferred Qualifications</u> | | | | |
| <u>Preferred Education:</u> Master’s degree; or current Project Management Institute (PMI) Certified Project Management Professional (PMP) and at least one of the following: 1) current PMI-Agile Certified Practitioner (PMI-ACP), current Certified Scrum Master (CSM), Certified Product Owner (CSPO), Certified Developer (CSD), Professional Scrum Master (PSM), Professional Scrum Product Owner (PSPO), Professional Scrum Developer (PSD) or equivalent certification. Other certifications include Scaled Agile Framework (SAFe), Disciplined Agile Delivery (DaD), and Large-Scale Scrum (LeSS). | Institution/Address: | | Degree or Certification: | Year Completed: |
| | | | Field of Study: | |
| <u>Preferred Generalized Experience:</u> | Start | End | Company/Job Title | Relevant Work Experience |
| 1) Project management experience and experience supervising technical staff. | | | | |
| 2) Demonstrated success managing multi-million dollar IT solution implementation projects. | | | | |
| 3) Good working knowledge required of the Project Management Body of Knowledge (PMBOK) and/or State IT project management guidelines and procedures. | | | | |
| 4) At least three of experience supervising a highly skilled information technology team. | | | | |

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| 5) Experience managing a team of highly skilled IT professionals in an applications environment. | | | | |
| 6) Demonstrated strong project management skills, including project and resource planning, activity sequencing, risk assessments, communication planning, and status reporting. | | | | |
| 7) Experience leading projects of moderate complexity similar to the eMM project. | | | | |
| 8) Experience in developing, maintaining, and implementing complex business applications that use relational database management systems. | | | | |
| 9) Excellent written and oral communication skills at all organizational levels. | | | | |
| 10) Well organized and the ability to organize others to accomplish goals within prescribed timeframes. | | | | |
| 11) Strong interpersonal skills. | | | | |
| 12) Demonstrated ability to build relationships between business units to support a singular mission. | | | | |
| Preferred Specialized Experience: | Start | End | Company/Job Title | Relevant Work Experience |
| 1) Experience, within the past five years, implementing an e-commerce or e-procurement solution for a public entity. | | | | |
| 2) Experience, within the past five years, implementing an e-commerce or e-procurement solution for a private entity. | | | | |
| 3) Knowledge in the electronic procure-to-pay or source-to-pay industry. | | | | |
| 4) An understanding of the functionality of | | | | |

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| the eMaryland Marketplace currently used by the State of Maryland and the role it plays in Maryland's procurement processes. | | | | |
| 5) Knowledge of public procurement processes. | | | | |
| 6) Knowledge of financial and purchasing systems. | | | | |
| 7) Experience with the entire systems development life cycle including programming, systems analysis and design, business process analysis, implementation and support. | | | | |

CANDIDATE REFERENCES (List persons the State may contact as employment references)

| Reference Name | Job Title or Position | Organization Name | Telephone / Email |
|----------------|-----------------------|-------------------|-------------------|
| | | | |
| | | | |
| | | | |

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

Master Contractor Representative:

Proposed Key Personnel:

Signature

Signature

Printed Name:

Printed Name

Date

Date

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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) |
| | \$ | 2,000 | \$ |
| 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) |
| | \$ | 2,000 | \$ |
| Total Base Period 2 Evaluation Price | | | \$ |
| Base Period 3 (one year) | | | |
| CATS+ Labor Category | A | B | C |
| | Fully Loaded Hourly Labor Rate | Evaluation Hours | Extended Price (A x B) |
| | \$ | 2,000 | \$ |
| Total Base Period 3 Evaluation Price | | | \$ |
| Renewal Period 1 (one year) | | | |
| CATS+ Labor Category | A | B | C |
| | Fully Loaded Hourly Labor Rate | Evaluation Hours | Extended Price (B x C) |
| | \$ | 2,000 | \$ |
| Total 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 (A x B) |
| | \$ | 2,000 | \$ |
| Total Renewal Period 2 Evaluation Price | | | \$ |
| Total RFR (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>> RFR No. <<SOLICITATION NUMBER>> dated _____, (the “RFR”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023-2016; 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 RFR 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 RFR or who will otherwise have a role in performing any aspect of the RFR, 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: _____

Request for Resume (RFR)
CATS+ Master Contract – 060B2490023-2016
All Master Contract Provisions Apply

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

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Request for Resume (RFR)
CATS+ Master Contract – 060B2490023-2016
All Master Contract Provisions Apply
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: _____

Request for Resume (RFR)
CATS+ Master Contract – 060B2490023-2016
All Master Contract Provisions Apply
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 RFP 060B2490023-2016 (CATS+).

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 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

Submit within 7 days of NTP