

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

Section 1 – General Information			
<b>RFR Number:</b> (ADPICS Reference BPO Number)	<b>E50B8400020</b>		
<b>Functional Area</b> (Enter One Only)	<b>Functional Area 10 – IT Management Consulting Services</b>		
<b>Labor Category/s</b>			
<b>Project Manager</b>			
<b>Anticipated Start Date</b>	August 1, 2018		
<b>Duration of Engagement</b>	Three-year base period with two (2) one (1) year renewal options.		
<b>Designated Small Business Reserve?(SBR):</b> (Enter "Yes" or "No")	No		
<b>MBE Goal</b>	0%		
<b>Issue Date:</b> mm/dd/yyyy	July 2, 2018	<b>Due Date:</b> mm/dd/yyyy	July 23, 2018
		<b>Time (EST):</b> 00:00 am/pm	2:00 p.m.
<b>Place of Performance</b>	Department of Assessments of Taxation (SDAT) 300 W. Preston Street, Baltimore, MD 21201		
<b>Special Instructions</b>	<ol style="list-style-type: none"> <li>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"> <li>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.</li> <li>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/Award Process in RFR Section 6.</li> <li>c. All other Offerors will be notified of non-selection for this RFR.</li> </ol> </li> <li>2. Interviews will be performed by phone or in-person at 300 West Preston Street, Room 605, Baltimore, MD 21201. 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.</li> </ol>		

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<b>Security Requirements (if applicable):</b>	Selected personnel shall pass background checks and obtain State ID badges. Refer to RFR Attachment 7 – Criminal Background Check Affidavit for additional information.		
<b>Section 2 – TO Procurement Officer Information</b>			
<b>TO Requesting Agency</b>	State of Maryland – Department of Assessments & Taxation (Office of Information Technology)		
<b>TO Procurement Officer</b>	Tara Gray	<b>TO Procurement Officer phone number</b>	410.767.1194
<b>TO Procurement Officer email address</b>	tara.gray@maryland.gov		
<b>TO Procurement Officer mailing address</b>	300 West Preston Street, Room 605 Baltimore, MD 21201		
<b>Section 3 – Scope of Work</b>			
<b>A. Background</b>			
SDAT is embarking on a major information technology development project named Strategic Enterprise Application Network (SEAN). SEAN’s objectives are to redevelop mainframe applications and manual processes into customer-centric, automated cloud-based applications. The resource to be secured under this RFR will serve in a lead project governance capacity as part of the State’s project team and provide support throughout the project life cycle. This Senior Project Manager will regularly interface with state and local governmental personnel, internal stakeholders, subject matter experts, and vendor(s) who will provide development services.			
<b>B. Role Definitions</b>			
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		

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	Agreement.
C. Job Description/s	
Labor Category/s (From Section 1 Above)	Duties / Responsibilities
<p><b>Project Manager</b></p> <p><b>Quantity - 1</b></p>	<p><u>Project Planning and Management</u> – Define project scope and schedule while focusing on regular and timely delivery of value; organize and lead project status and working meetings; prepare and distribute progress reports; manage risks and issues; correct deviations from plans and perform delivery planning for assigned projects.</p> <p>The Project Manager shall define and develop initiatives for continuous business process improvements and monitoring, manage the team in making business decisions relating to system implementation, modification and maintenance; and develop and update business process documentation for testing and training management.</p>
	<p><u>Team Management</u> – Assist in team development while holding teams accountable for their commitments; removing roadblocks to their work; leveraging organizational resources to improve capacity for project work; and mentoring and developing team members.</p>
	<p><u>Product Owner Support</u> – Support the Product Owner in managing customer expectations for project deliverables, managing stakeholder communications, and helping to implement an effective system of project governance.</p>
	<p><u>Process Management and Improvement</u> – Define, manage a well-defined project management process, and champion ongoing process improvement initiatives to implement best practices for agile project management.</p>
	<p><u>Team Building</u> –Ensure that each team member is fully engaged in the project and making a meaningful contribution; and encourage a sustainable working pace in order to achieve the highest quality of work.</p>
	<p>Conduct meetings with the SEAN team to ensure an understanding of current practices and methods used.</p>
	<p>Use standard project performance metrics to assess and evaluate the program.</p>
	<p>Aid in the implementation and facilitation of the use of agile tools, guidelines and metrics in order to achieve a standardized approach to agile team project execution.</p>
	<p><u>Agile Investment and Impact Report</u> - Draft an Agile Investment and Impact Report that describes the actual outcomes of the Agency’s agile program effort to include the outcomes against the approved plan, goals and objectives.</p>
	<p><u>Agile Maturity Assessment</u> - Review and report on the Agency’s agile program and process to determine the current state of agile maturity within the Agency. This review shall specifically address the project and</p>

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	<p>program teams; integrated program teams; stakeholders’ involvement; organization, processes and organizational structure; and tools at both the Project and Program Office levels. The Project Manager shall document their findings and the current state of agile maturity of the Agency. Following completion of the Agile Maturity Assessment, the Project Manager shall draft an Agile Assessment Report that outlines findings in terms of people, processes, tools and technology portfolio, to include identification of strengths.</p>
	<p><b>General Management Activities</b> – Be responsible for monitoring the overall cost, control, adherence to schedules, and technical quality of work; support any needed requirements reviews; and provide procurement support as needed.</p>
	<p>Propose and conduct periodic discussions (both formal and informal, telecom and face-to-face) with Agency stakeholders (and/or delegates) in the form of Technical Exchange Meetings, collaborative development sessions, program reviews and design reviews as required. The Project Manager shall create meeting minutes summarizing the discussions held in the meetings.</p>
	<p>Prepare and provide technical analysis reports as directed by the Agency to support discussions.</p>
	<p>Upon approval by the Agency, coordinate with external organizations, as necessary, to support their development activities.</p>

**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/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.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**

<b>Labor Category/s</b> <u><b>Project Manager</b></u>	<p><b>a. Education:</b> Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Business, Information systems or a related discipline.</p>
	<p><b>b. General Experience:</b> The proposed candidate must have at least 5 years of experience in project management.</p>
	<p><b>c. Specialized Experience:</b></p> <ul style="list-style-type: none"> <li>● At least 5 years of experience in managing IT related projects and must demonstrate a leadership role in at least 3 successful projects that were delivered on time and on budget.</li> </ul>

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	<ul style="list-style-type: none"> <li>● At least 5 years of experience in information system design and development experience in one or more general purpose programming language development such as JavaScript and Java.</li> <li>● Experience in RDBMS and NoSQL database development experience with strong fundamentals in algorithm design, problem solving, and complexity analysis.</li> <li>● At least 5 years of experience in managing Agile scrum team with developers, testers and DevOps team using Agile processes and practices.</li> </ul>
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	<p><b>d. Preferred Experience:</b> Experience managing an IT development project where federal tax information was on the system and the system had to meet the requirements of IRS Publication 1075.</p>
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**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, the remaining 10 proposals will be ranked for technical merit based on the 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.

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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 #**

<b>Proposed Key Personnel:</b>	<b>Master Contractor:</b>			<b>CATS+ Labor Category:</b>	
<b>Education:</b>  Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Business, Information systems or a related discipline.	<b>Institution/Address:</b>			<b>Degree or Certification:</b>	<b>Year Completed:</b>
				<b>Field of Study:</b>	
<b>Generalized Experience:</b>  The proposed candidate must have at least 5 years of experience in project management.	<b>Start</b>	<b>End</b>	<b>Company/Job Title</b>	<b>Relevant Work Experience</b>	
<b>Specialized Experience:</b>  <ul style="list-style-type: none"> <li>● At least 5 years of experience in managing IT related projects and must demonstrate a leadership role in at least 3 successful projects that were delivered on time and on budget.</li> <li>● At least 5 years of experience in information system design and development experience in one or more</li> </ul>	<b>Start</b>	<b>End</b>	<b>Company/Job Title</b>	<b>Relevant Work Experience</b>	

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<p>general purpose programming language development such as JavaScript and Java.</p> <ul style="list-style-type: none"> <li>● Experience in RDBMS and NoSQL database development experience with strong fundamentals in algorithm design, problem solving, and complexity analysis.</li> <li>● At least 5 years of experience in managing Agile scrum team with developers, testers and DevOps team using Agile processes and practices.</li> </ul> <p>●</p>				
RFR Additional Requirements:	Start	End	Company/Job Title	Relevant Work Experience
<p>Preferred Experience/Qualifications/Knowledge/Skills: (insert from RFR Section 4 – Personnel Qualification)</p> <p>Experience managing an IT development project where federal tax information was on the system and the system had to meet the requirements of IRS Publication 1075.</p>				

**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:



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Master Contractor Representative:

Proposed Key Personnel:

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Signature

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Signature

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Printed Name:

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Printed Name

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Date

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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)

<b>Base Period 1 (one year)</b>			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
<b>Project Manager</b>	\$	2,000	\$
Total Base Period 1 Evaluation Price			\$
<b>Base Period 2 (one year)</b>			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
<b>Project Manager</b>	\$	2,000	\$
Total Base Period 2 Evaluation Price			\$
<b>Base Period 3 (one year)</b>			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
<b>Project Manager</b>	\$	2,000	\$
Total Base Period 3 Evaluation Price			\$
<b>Renewal Period 1 (one year)</b>			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (B x C)
<b>Project Manager</b>	\$	2,000	\$
Total Renewal Period 1 Evaluation Price			\$
<b>Renewal Period 2 (one year)</b>			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
<b>Project Manager</b>	\$	2,000	\$
Total Renewal Period 2 Evaluation Price			\$
<b>Total RFR (Sum of Periods 1-5 Prices)</b>			\$

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Authorized Individual Name

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Company Name

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Title

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Company Tax ID #

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Signature

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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](http://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: \_\_\_\_\_

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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: \_\_\_\_\_

**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 at least seven (7) days prior to NTP Date**