

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

Section 1 –General Information			
RFR Number (Reference BPO Number)	J02B3400047		
Functional Area (Enter One Only)	FA I – Enterprise Service Provider (ESP)		
Position Title/s or Service Type/s (Short term staff or PMP)			
1. Applications Programmer (Each Master Contractor can only submit one candidate for the RFR)			
Anticipated start date	One week after award		
Duration of assignment	6 months		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	No		
MBE goal, if applicable	0%		
Issue Date: mm/dd/yyyy	12/23/13	Due Date: mm/dd/yyyy	1/24/2014
		Time (EST): 00:00 am/pm	2:00 p.m. (local time)
Due Date for Questions:	1/10/2014 by Noon (local time)		
Place of Performance:	25 % -SHA Headquarters 707 North Calvert Street Baltimore, MD 21202 And 75 % - SHA's Hanover Operations Complex 7450 Traffic Drive Hanover, MD 21076		
Special Instructions: (e.g. interview information, attachments, etc.)	<ul style="list-style-type: none"> • Interviews will be held at the second listed place of performance, SHA Operations Complex, Building #4, at the address listed above • Parking is only available for the interviews and during the duration of the assignment at the Hanover complex. 		
Security Requirements (if applicable):	Visitors must obtain a visitor badge upon entering all of the SHA buildings		
Invoicing Instructions:			
<ul style="list-style-type: none"> • Send all invoices to sha-oit-invoices@sha.state.md.us • Invoices are due by the 10th of each month during the duration of assignment • Invoices must contain, in the subject line, the RFR number and Agency POC information listed below • Also include period of performance, labor rate with number of hours billed, FEIN #, and supporting documentation to support invoice (e.g. timesheets, status reports) 			

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

Section 2 – Procurement Officer (PO) Information			
Agency / Division Name:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) - Office of Materials Technology (OMT)		
Agency PO Name:	Trisha O'Neal	Agency PO Phone Number:	410-865-1386
Agency PO Email Address:	toneal@mdot.state.md.us	Agency PO Fax:	410-865-1388
Agency POMailing Address:	7201 Corporate Center Drive Hanover, MD 21076		
Section 3 – Scope of Work			
Background			
<p>The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The State system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the State.</p> <p style="padding-left: 40px;">The SHA Business Plan is available online at: www.roads.maryland.gov/oc/shabusinessetnl.pdf</p> <p>SHA has implemented QlikView, a Business Intelligence (BI) product manufactured by QlikTech (www.qlikview.com), throughout our agency. We are now looking to provide technical assistance and training to the offices that have existing dashboards, provide formal training to internal developers, and expand QlikView to other divisions and departments as needed. These projects are small in scope and a seasoned QlikView developer is needed to create a training program, as well as provide technical assistance for existing and/or future developed dashboards.</p>			
Job Description/s			
Position Title/s or Service Type/s (From Section 1 Above)	Duties / Responsibilities		
1. Applications Programmer	<ul style="list-style-type: none"> • Develop and implement a Train-the-trainer program to internal SHA QlikView developers including instructional materials • Create QlikView dashboards that connect to external databases (Oracle, Microsoft Access, etc.), MS Excel worksheets and any other data source • Meet with end users to gather the functional requirements and customize QlikView dashboards to meet their needs • Provide recommendations to SHA/TAO with regards to improving the existing QlikView product after implementations are completed • Meet with end users to gather and document the functional requirements and customize QlikView dashboards to meet their needs • Provide necessary documentation, functional and 		

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

	transitional, so that the SHA Office of Information Technology (OIT) is able to maintain the QlikView system after the duration of assignment
Minimum Qualifications and Preferred Experience For full description of minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. Qualified candidates must <u>meet the minimum qualifications specified below. Candidates that do not meet the minimum qualifications will be deemed not reasonably susceptible for award and will not progress to full evaluation.</u>	
Labor Category / s (From Section 1 Above)	Minimum Qualifications
1. Applications Programmer	<p>Minimum Qualification:</p> <p>Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.</p> <p>General Experience: Must have five (5) years of computer experience in information systems design.</p> <p>Specialized Experience: At least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.</p>
	Preferred Experience
	<p>Preferred Experience:</p> <ul style="list-style-type: none"> • Experience training internal developers in a formal training program environment on QlikView • Minimum 5 years experience developing QlikView dashboards <p>Must have experience with multiple programming languages such as SQL, .NET, VB, and ASP</p>

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

Section 4 - Required Submissions

NOTE:

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

Email 1 of 2 with "Technical Response": Master Contractor Name, RFR Number and Candidate name in the subject line.

- o Resume for each position / service type described in the RFR (Attachment 1)
- o Conflict of Interest Affidavit (Attachment 3)
- o Non-Disclosure Agreement (Offeror) (Attachment 5)
- o Living Wage Affidavit (Attachment 6)
- o Certification Regarding Investments in Iran (Attachment 7)
- o References
- o Demo or Screenshots
- o

Email 2 of 2 with "Financial Response": Master Contractor Name, RFR Number and Candidate name in the subject line.

- o Price Proposal (Attachment 2)

The Following Documents will be requested upon Intent to Award:

- o Non-Disclosure Agreement (Contractor) (Attachment 4)
- o Exhibit A
- o Criminal Background Check Affidavit (Attachment 8)
- o Task Order Agreement (Attachment9)

1. Demo or screen shots of previously developed QlikView dashboards, if available

2. References from no less than two (2) and no more than three (3) customers that received formal training on the product from this applicant.

**Section 5 – Evaluation Criteria –
(Provide a list of evaluation criteria in descending order of importance)**

1. Minimum Qualifications

1. Preferred Experience: Relevant QlikView and programming language experience

2. Demo or screen shots of previously developed QlikView dashboards

3. Price

4. Review of References

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

Basis for Award Recommendation

The Agency Procurement Officer will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering both price and the evaluation factors set forth in the RFR. The Agency Procurement Officer will initiate and deliver a Task Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

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

**ATTACHMENT 1
RFR RESUME FORM
RFR #J02B3400047**

Instructions: Insert resume information in the fields below; do not submit other resume formats. Submit only one resume per Position or Service described in Section 1 of the RFR. If the RFR requests multiple Positions or Services, use a separate resume form for each proposed candidate.

Candidate Name:	Position Title or Service Type (from Section 1 of the RFR):
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. Start with the most recent experience first; do not include non-relevant experience.

[Organization]	<i>Description of Work...</i>
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	
[Organization]	<i>Description of Work...</i>
[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
<add lines as needed>			

**Request for Resume (RFR)
CATS+ Master Contract**

ATTACHMENT 2

RFR PRICE PROPOSAL - APPLICATIONS PROGRAMMER

RFR #J02B3400047

(This form is to be filled out by Master Contractors)

NTP – Not to Exceed 6 months			
Proposed Labor Category	Fully Loaded Hourly Labor Rate	Annual Hours	Year 1 Price (Labor Rate x Hours)
Resource #1 – <i>Insert Name and CATS+ Labor Category</i>	\$	2080	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Rates must be fully loaded, all inclusive, and shall all include direct and indirect costs for the Master Contractor to perform under the TOA. Pricing shall be valid for 120 days. Annual Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced. Do not alter this form.

Proposed Labor categories must be from those described in the CATS+ Master Contract and must correspond to the resume/s provided

Request for Resume (RFR)
CATS+ Master Contract
ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND
DISCLOSURE

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

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

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

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

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

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

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

Submit as a .pdf file with TO Proposal

**Request for Resume (RFR)
CATS+ Master Contract
ATTACHMENT 4 – NON-DISCLOSURE AGREEMENT (TO
CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2____, by and between the State of Maryland ("the State"), acting by and through its State Highway Administration (the “Department”), and Client Network Services Inc. (“TO Contractor”), a corporation with its principal business office located at _____(contractor’s address)_____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for SHA Applications Programmer RFR No. J02B3400047 dated (month)____ (day), 2____, (the “RFR” issued under the Consulting and Technical Services procurement issued by the Department, 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 this project. (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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the 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.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

**Request for Resume (RFR)
CATS+ Master Contract**

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

TO Contractor/TO Contractor's Personnel:

SHA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.3 OF THE RFR

Request for Resume (RFR)

CATS+ Master Contract

EXHIBIT A

**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**

ATTACHMENT 5 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS + RFR #J02B3400047 for SHA Application Programmer RFR. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

**Request for Resume (RFR)
CATS+ Master Contract**

**ATTACHMENT 6 – LIVING WAGE AFFIDAVIT OF
AGREEMENT**

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 & Date: _____

**Request for Resume (RFR)
CATS+ Master Contract**

**ATTACHMENT 7 - 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: Providing goods or services of at least \$20 million in the energy sector of Iran; or 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: _____

**Request for Resume (RFR)
CATS+ Master Contract**

**ATTACHMENT 8 – CRIMINAL BACKGROUND CHECK
AFFIDAVIT**

THIS ATTACHMENT NOT REQUIRED FOR THIS RFR.

Request for Resume (RFR)
CATS+ Master Contract
ATTACHMENT 9 – TASK ORDER AGREEMENT

CATS+ RFR# J02B34000470F MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2014 by and between _____ (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the TO Requesting Agency, as identified in the CATS+ RFR # J02B3400047.
 - b) “CATS+ RFR” means the Task Order Request for Proposals # J02B3400047, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Trisha O’Neal. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ RFR dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ RFR dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ RFR. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement,
- b) Exhibit A – CATS+ RFR
- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

Request for Resume (RFR) CATS+ Master Contract

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ RFR on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ RFR and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ RFR, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

**Request for Resume (RFR)
CATS+ Master Contract**

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MDOT State Highway Administration

By: Thomas P. Hickey, Director
Office of Procurement, MDOT

Date

Witness: _____