### Section 1 – General Information

<table>
<thead>
<tr>
<th><strong>RFR Number:</strong> (ADPICS Reference BPO Number)</th>
<th>060B8400070</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Functional Area (Enter One Only)</strong></td>
<td>Functional Area 10- IT Management Consulting Services</td>
</tr>
</tbody>
</table>

#### Labor Category/s

1. Subject Matter Expert (Senior)- (CATS+ Labor Category #3)- One (1) position

<table>
<thead>
<tr>
<th><strong>Anticipated Start Date</strong></th>
<th>July 9, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Duration of Engagement</strong></td>
<td>6 months</td>
</tr>
<tr>
<td><strong>Designated Small Business Reserve? (SBR):</strong></td>
<td>No</td>
</tr>
<tr>
<td>(Enter “Yes” or “No”)</td>
<td></td>
</tr>
<tr>
<td><strong>MBE Goal</strong></td>
<td>0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Issue Date:</strong> mm/dd/yyyy</th>
<th>04/09/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Due Date:</strong> mm/dd/yyyy</td>
<td>05/07/2018</td>
</tr>
<tr>
<td><strong>Time (EST):</strong> 00:00 am/pm</td>
<td>11:00AM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Place of Performance</strong></th>
<th>Department of Information Technology (DoIT) 100 Community Place Crownsville, MD 21032</th>
</tr>
</thead>
</table>
## Special Instructions

1. In the event that more than 10 proposals are received, the TO Procurement Officer may elect to exercise the following down-select process:
   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 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. All other Offerors will be notified of non-selection for this RFR.

2. Interviews will be performed by phone or in-person at the following location 100 Community Place Crownsville MD 21032. At the TO Procurement Officer’s discretion, an interview via 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.

## 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

<table>
<thead>
<tr>
<th>TO Requesting Agency</th>
<th>Department of Information Technology (DoIT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO Procurement Officer</td>
<td>LaShella Miller</td>
</tr>
<tr>
<td>TO Procurement Officer email address</td>
<td><a href="mailto:Lashella.Miller@maryland.gov">Lashella.Miller@maryland.gov</a></td>
</tr>
</tbody>
</table>
| TO Procurement Officer mailing address | 100 Community Place  
Crownsville, Maryland 21032 |

## Section 3 – Scope of Work

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

DoIT provides technology services statewide in the areas of data networking (data, video, voice, and wireless communications), application hosting and support (financial management, personnel, procurement, and web applications), IT staffing and support, and support for the Maryland.gov web portal.

In anticipation of the current Windows 7 OS going out of support in 2020, DoIT is seeking to evaluate Virtual Desktop Infrastructure (VDI) solutions that will leverage and repurpose existing PC hardware to continue desktop services to State personnel. Currently, the State supports an estimated 10,000 State employee endpoints and a virtual desktop platform will support all of the current software being used, including client/server and hosted applications.

DoIT requires a VDI Subject Matter Expert (SME) to act as a consultant in performing an evaluation of current State hardware and infrastructure and make recommendations for a VDI solution. The VDI SME will also provide expert-level requirements development and program management guidance for the development of the selected VDI solution.

B. Role Definitions

<table>
<thead>
<tr>
<th>Role Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Task Order (TO) Procurement Officer</td>
<td>State staff person responsible for managing the RFR process up to the point of TO award.</td>
</tr>
<tr>
<td>2. TO Manager</td>
<td>State staff person who oversees the work performance for the resource and administers the TO once it is awarded.</td>
</tr>
<tr>
<td>3. TO Contractor</td>
<td>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.</td>
</tr>
</tbody>
</table>

C. Job Description/s

<table>
<thead>
<tr>
<th>Labor Category/s (From Section 1 Above)</th>
<th>Duties / Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject Matter Expert (Senior) (CATS+ Labor Category #3)</td>
<td>1. Evaluate existing DoIT hardware and infrastructure, including desktop and server hardware and network architecture, and make recommendations for potential VDI solutions.</td>
</tr>
<tr>
<td></td>
<td>2. Design and define VDI solution requirements for a future solicitation.</td>
</tr>
<tr>
<td></td>
<td>3. Perform technical planning, system integration, verification and validation, cost and risk, and supportability and effectiveness analyses for a proposed VDI solution.</td>
</tr>
<tr>
<td></td>
<td>4. Arrange and schedule demos of potential VDI solutions to State management.</td>
</tr>
</tbody>
</table>

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
Subject Matter Expert (Senior)  
(CATS+ Labor Category #3) – 1 position

a. Bachelor’s Degree from an accredited college or university in the specific discipline required by the State. A Master’s Degree or Ph.D. Degree is preferred.

b. 8-10 years of experience in full implementation of VDI projects.

c. 8-10 years of related systems architecture experience with Thin Client/VDI/Virtualization technologies.

d. Experience in evaluations of large (5-10K users) agency business and application requirements for systems transition to VDI.

e. Experience in making recommendations for leveraging system installation and reducing operating costs.

f. Experience with VDI solutions from multiple vendors, especially VMWare, in single and multi-tenancy hosting environments, on converged and hyper-converged platforms, and which support up to 10,000 virtual desktops.

g. Experience with solutions which include application virtualization.

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 5 - Non-Disclosure Agreement

5. RFR Attachment 6 - Living Wage Affidavit

6. RFR Attachment 7 - Criminal Background Check Affidavit

7. RFR Attachment 8 - Certification Regarding Discriminatory Boycotts of Israel

8. 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.

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

## Labor Category

<table>
<thead>
<tr>
<th>Candidate Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Master Contractor:</th>
</tr>
</thead>
</table>

### A. Education / Training

<table>
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<tr>
<th>Institution Name / City / State</th>
<th>Degree / Certification</th>
<th>Year Completed</th>
<th>Field Of Study</th>
</tr>
</thead>
</table>

<add lines as needed>

### B. Relevant Work Experience

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

<table>
<thead>
<tr>
<th>[Organization]</th>
<th>Description of Work…</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Title / Role]</td>
<td></td>
</tr>
<tr>
<td>[Period of Employment / Work]</td>
<td></td>
</tr>
<tr>
<td>[Location]</td>
<td></td>
</tr>
<tr>
<td>[Contact Person (Optional if current employer)]</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>[Organization]</th>
<th>Description of Work…</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Title / Role]</td>
<td></td>
</tr>
<tr>
<td>[Period of Employment / Work] [Location]</td>
<td></td>
</tr>
<tr>
<td>[Contact Person]</td>
<td></td>
</tr>
</tbody>
</table>

<add lines as needed>

### C. Employment History

List employment history, starting with the most recent employment first

<table>
<thead>
<tr>
<th>Start and End Dates</th>
<th>Job Title or Position</th>
<th>Organization Name</th>
<th>Reason for Leaving</th>
</tr>
</thead>
</table>

<add lines as needed>

### D. References
List persons the State may contact as employment references

<table>
<thead>
<tr>
<th>Reference Name</th>
<th>Job Title or Position</th>
<th>Organization Name</th>
<th>Telephone / Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;add lines as needed&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LABOR CATEGORY PERSONNEL RESUME SUMMARY**  
(ATTACHMENT 1 CONTINUED)

*"Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

<table>
<thead>
<tr>
<th>Proposed Individual’s Name/Company:</th>
<th>How does the proposed individual meet each requirement?</th>
</tr>
</thead>
</table>

**LABOR CATEGORY TITLE –**

<table>
<thead>
<tr>
<th>Requirement (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)</th>
<th>Candidate Relevant Experience *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education: (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)</td>
<td></td>
</tr>
<tr>
<td>General Experience: (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)</td>
<td></td>
</tr>
<tr>
<td>Specialized Experience: (insert from RFP Section 2.10 of the CATS+ RFP 060B2490023-2016 for the Labor Category)</td>
<td></td>
</tr>
<tr>
<td>Preferred Experience/Qualifications/Knowledge/Skills: (insert from RFP Section 4 – Personnel Qualification)</td>
<td></td>
</tr>
</tbody>
</table>

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

**Master Contractor Representative:**

Print Name ___________________________ Signature ___________________________ Date ___________

**Proposed Individual:**

Signature ___________________________ Date ___________

*Instruction: Sign each form.*
### Request for Resume (RFR)
**CATS+ Master Contract – 060B2490023-2016**
*All Master Contract Provisions Apply*

**ATTACHMENT 2 – FOR 6 MONTH RFR**

**PRICE PROPOSAL**

RFR #060B8400070

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

<table>
<thead>
<tr>
<th>CATS+ Labor Category</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fully Loaded Hourly Labor Rate*</th>
<th>Evaluation Hours</th>
<th>Extended Price (AXB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>1,050 hours</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total** $1,050

<table>
<thead>
<tr>
<th>Evaluation Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Price</td>
</tr>
<tr>
<td>Evaluation Price</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

*The Agency reserves the right to award each individual position at the proposed Hourly Labor Rate. The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. The hourly labor rate must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TO Agreement. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.
ATTACHMENT 3 - CERTIFICATION REGARDING INVESTMENTS IN IRAN


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 to 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: ________________________________
ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: ____________________ By: ______________________________________

(Authorized Representative and Affiant)
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 Subject Matter Expert (SME) Senior RFR No. 060B8400070 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, General Provisions § 4-101(h) and Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) (as defined in 45 CFR 160.103) 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 are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. TO Contractor shall provide copies of such agreements to the State. The names of such Personnel are attached hereto and made a part hereof as Exhibit A. 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 State, all Confidential Information in its care, custody, control or possession upon request of the State 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. 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: ____________________________

12
### EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)

TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

<table>
<thead>
<tr>
<th>Printed Name and Address of Employee or Agent</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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13
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 Department of Information Technology with a summary of the security clearance results for all of the candidates that will be working on Task Order Subject Matter Expert (Senior) RFR 060B8400070 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 5 days of NTP
ATTACHMENT 8 – CERTIFICATION REGARDING DISCRIMINATORY BOYCOTTS OF ISRAEL

Authority: Executive Order 01.01.2017.25 (issued October 23, 2017)

The undersigned offeror hereby certifies and agrees that the following information is correct:

In preparing its proposal on this project, the offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the proposal submitted by the offeror on this project, and terminate any contract awarded based on the bid.

Name of Authorized Representative: _____________________________________________

Signature of Authorized Representative: _____________________________________________

Date: ___________________________  Title:__________________________________________