

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

All Master Contract Provisions Apply

Section 1 –General Information			
RFR Number: (Reference BPO Number)	J00B9200056		
Functional Area (Enter One Only)	Functional Area 10 – IT Management Consulting Services		
Labor Category/s			
Short term staff			
1. Technical Writer/Editor			
Anticipated start date	TBD		
Duration of assignment	Six months from Notice to Proceed		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	Yes		
MBE goal, if applicable	0%		
Issue Date: mm/dd/yyyy	March 6, 2012	Due Date:	March 28, 2012
		Time (EST):	2:00PM
Place of Performance:	1 Orchard Rd, Glen Burnie, MD (MVA Headquarters)		
Special Instructions: (e.g. interview information, attachments, etc.)	Interviews will be conducted by a panel using a standardized set of interview questions for all candidates.		
Security Requirements (if applicable):	Selected personnel must pass background checks and obtain State ID Badges.		
Invoicing Instructions:	Invoices will be submitted at the end of each month for the duration of the task order. Invoices shall comply with all requirements in Section 2.8 of the CATS II Master Contract RFP.		
Section 2 – Agency Point of Contact (POC) Information			
Agency / Division Name:	Motor Vehicle Administration		
Agency POC Name:	Joy Abrams	Agency POC Phone Number:	410-865-1133
Agency POC Email Address:	jabrams@mdot.state.md.us	Agency POC Fax:	410-865-1388
Agency POC Mailing Address:	7201 Corporate Center Drive, Hanover, Maryland 21076		
Section 3 – Scope of Work			

Request for Resume (RFR) CATS II Master Contract

All Master Contract Provisions Apply

Background	
<p>The Maryland Department of Transportation / Motor Vehicle Administration (MVA) is responsible for vehicle titling and registration, drivers licensing, medical advisory board, vehicle emissions inspection program (VEIP), business licensing, motor safety program, and motor voter services. The MVA is currently in the planning stage of a critical project to modernize our legacy IT systems and overall IT infrastructure. The goal is to implement an Enterprise Management System (EMS) solution.</p> <p>In February 2011, the MVA completed an Enterprise Architecture (EA) assessment and gap analysis that documented the maturity of the MVA's EA. The gap analysis identified is required and suggested artifacts are necessary for the MVA to complete an architecture "as-is" baseline. This baseline and associated EA artifacts are required to move forward with a solicitation of an RFP for an EMS solution Contractor.</p> <p>Where possible, the MVA will leverage existing artifacts to develop the MVA's EA baseline. Artifacts that do not exist will have to be created to facilitate an understanding of the MVA's operations. The MVA's EA Framework (Attachment 3) will facilitate the decomposition of the MVA into logical and physical architectures that encompass the MVA's business processes, functional roles, and supporting technologies:</p> <ul style="list-style-type: none"> • Business Architecture – analyzing the MVA's business strategy and support technology by developing a functional model of the enterprise from which information and technical architectures can be derived • Information Architecture – understanding how information flows through the MVA applications and what data elements support the business functions of the enterprise • Technology Architecture – the underlying infrastructure, systems management, and security mechanisms that protect the MVA enterprise. <p>The resource of this RFR shall to possess exemplary grammar, proofreading skills, as well as excellent verbal and written communication skills. Experience gathering and developing enterprise architecture artifacts to represent the current as-is status of an enterprise is required.</p> <p>The objective of this Request for Resume (RFR) is to acquire the short-term services for six (6) months for One (1) Technical Writer/Editor. The Technical Writer/Editor resource will report to the MVA Project Manager, and is responsible for writing and editing technical documentation, to be completed for the RFP for an EMS solution Contractor.</p>	
Job Description	
Labor Category/s (From Section 1 Above)	Duties / Responsibilities
1. Technical Writer/Editor	<p>The TO Contractor Technical Writer/Editor's working hours shall be 9:00AM until 5:30PM Monday through Friday. It is expected that when needed, the IT Technical Writer will work non-standard hours to complete the tasks outlined in this RFR, within the 180-day duration of the contract.</p> <p>Edit written material for clarity, flow, proper English, and unobtrusive grammar.</p> <p>Identify and assess stakeholders, conduct interviews and required research, and develop identified EA documents. Refer to Attachment 3 for a list of possible EA documents to be</p>

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

All Master Contract Provisions Apply

	<p>completed.</p> <p>Create drawings using MS Visio and insert into MS Word documents.</p> <p>Save all written documents (notes, drafts, finals) in designated document repository.</p> <p>Other duties as assigned by the Project Manager.</p> <p>During the course of the contract resulting from this RFR, communications of all types (written, verbal and both formal and informal) and interactions within and external to the MVA shall be conducted with the utmost discretion. Based on the confidentiality inherent with the types of work assignments this RFR requires, the TO Contractor shall acknowledge its understanding of this requirement and its agreement that should a breach of confidentiality occur either directly or indirectly, it is the TO Contractor's responsibility to inform the procurement officer as soon as it becomes aware of the breach. Based on severity and circumstances, the breach may be addressed through the pursuance of contractual remedies up to and including termination of the contract.</p> <p>The TO Contractor shall be precluded from development, implementation, or hosting projects for the Maryland Motor Vehicle Administration that result from the TO Contractor's activities under this RFR. The TO Contractor shall be precluded both as the prime and as a subcontractor.</p> <p>In addition, certain other opportunities may result in a conflict of interest, and it shall be the responsibility of the TO Contractor to assure that no member of its staff engages in additional business development activities related to the MVA without first consulting with the agency and obtaining a formal opinion so as to avoid any potential conflict of interest. Should the TO Manager learn that any member of the TO Contractor's team has failed to observe these guidelines, the offending team member shall be immediately dismissed from the engagement.</p> <p>THE CANDIDATE MUST ALSO:</p> <ol style="list-style-type: none">1. Demonstrate all aspects of proper communication skills, both verbal and non-verbal.2. The candidate must articulate clear and concise responses to the interview questions;3. Possess good interpersonal communication skills and proper attire, Excellent verbal and written communication skills as demonstrated during candidate interview;
--	---

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

All Master Contract Provisions Apply

	<ol style="list-style-type: none"> 4. Have proven and successful experience in business analysis in conjunction with developing final technical documentation. 5. Translate technical information into clear, readable documents to be used by technical and non-technical personnel; 6. Must work independently or under general direction; 7. Exemplary grammar and proof feeding skills as demonstrated in samples provided; 8. Familiarity with Strunk and White (Strunk and White, also known as the Elements of Style and White, it is the most commonly referenced guide for proper writing style);
<p align="center">Minimum Qualifications</p> <p>For minimum qualifications, see the labor category description in the CATS II RFP for the subject RFR labor category. In addition, qualified candidates <u>must</u> meet the minimum qualifications specified below.</p>	
<p align="center">Labor Category (From Section 1 Above)</p>	<p align="center">Minimum Experience/Knowledge/Skill</p>
<p>1. Technical Writer/Editor</p>	<p>For minimum requirements, see CATS II Labor Category for Technical Writer / Editor.</p> <p>CANDIDATES MUST MEET THE FOLLOWING CRITERIA:</p> <ol style="list-style-type: none"> 1. Associates degree in related field. A Bachelor's degree is preferred; 2. Minimum of ten (10) consecutive years IT technical writing experience in IT environments in the past three (3) years; 3. Minimum of five (5) years experience developing enterprise architecture related documentation such as enterprise application portfolio, governance plan, technology portfolio, data taxonomy, etc to represent the current "as-is" state of an enterprise; 4. Minimum of five (5) years experience using MS Visio (2003) and MS Word (2007);

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

All Master Contract Provisions Apply

Section 4 - Required Submissions
<p>NOTE:</p> <ul style="list-style-type: none"> - Master Contractors may propose only one candidate for each position requested. - Master Contractors electing <u>not</u> to propose in response to the RFR must submit a "Master Contractor Feedback Form" via the "Master Contractor Login" on the CATS II web site. - Master Contractors proposing in response to the RFR <u>must</u> submit the following documents: <ul style="list-style-type: none"> o Resume for each labor category described in the RFR (Attachment 1) o Price Proposal (Attachment 2) – This must be a separate file!! o Enterprise Architecture Artifacts (Attachment 3) o Conflict of Interest Affidavit (Attachment 4) o Living Wage Affidavit (Attachment 5) o Non Disclosure- Offeror (Attachment 6) o Non Disclosure- Contractor (Attachment 7) –submit after award o Any documents listed below are required by the hiring agency
<ol style="list-style-type: none"> 1. Resume showing evidence of all knowledge, skills, and experience listed in this RFR 2. Two (2) current references, for work completed within the past three (3) years, that can be called for performance verification of the submitted consultant’s work experience and skills 3. Two (2) IT technical writing samples demonstrating the candidate’s writing skills. At least one sample must represent candidate’s completion of a suggested work product, as defined in the MVA EA Artifacts Framework – See Attachment 3, section 3.1. Each sample should be no longer than five (5) double-spaced pages in length along with a reference for the samples. Please do not provide user manuals or training documentation as writing samples. 4. Provide list of all types of technical documents completed in the past five (5) years.
Section 5 – Evaluation Criteria – (Provide a list of evaluation criteria in descending order of importance)
1. Specific work experience and relevant technical expertise as defined by the resume and the interview (minimum qualifications listed in the RFR).
2. Knowledge, skills, and training as defined by the resume, candidate interview, and writing samples.
3. Required submissions (see Section 4).
4. Price rankings of the proposals
5. References
Basis for Award Recommendation
RFRs will be awarded in accordance with the competitive Sealed Proposals process under COMAR 21.05.03. The agency POC will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. The agency POC will initiate and deliver a RFR 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 II Master Contract**

All Master Contract Provisions Apply

ATTACHMENT 1

RFR RESUME FORM

RFR # J00B9200056

Instructions: Insert 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 proposed candidate.

Candidate Name:	Labor Category (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]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person (Optional if current employer)]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

<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 II Master Contract**

ATTACHMENT 2

RFR PRICE PROPOSAL - TECHNICAL WRITER/EDITOR

RFR # J00B9200056

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

Proposed Labor Category	Hourly Labor Rate	Total Hours (up to 6 months)	Labor Category Price (Labor Rate x Hours)
1. Technical Writer	\$	1080 *	\$
Total RFR Price (Sum of Labor Category Prices):			\$

***for evaluation purpose only**

Authorized Individual Name

Company Name

Title

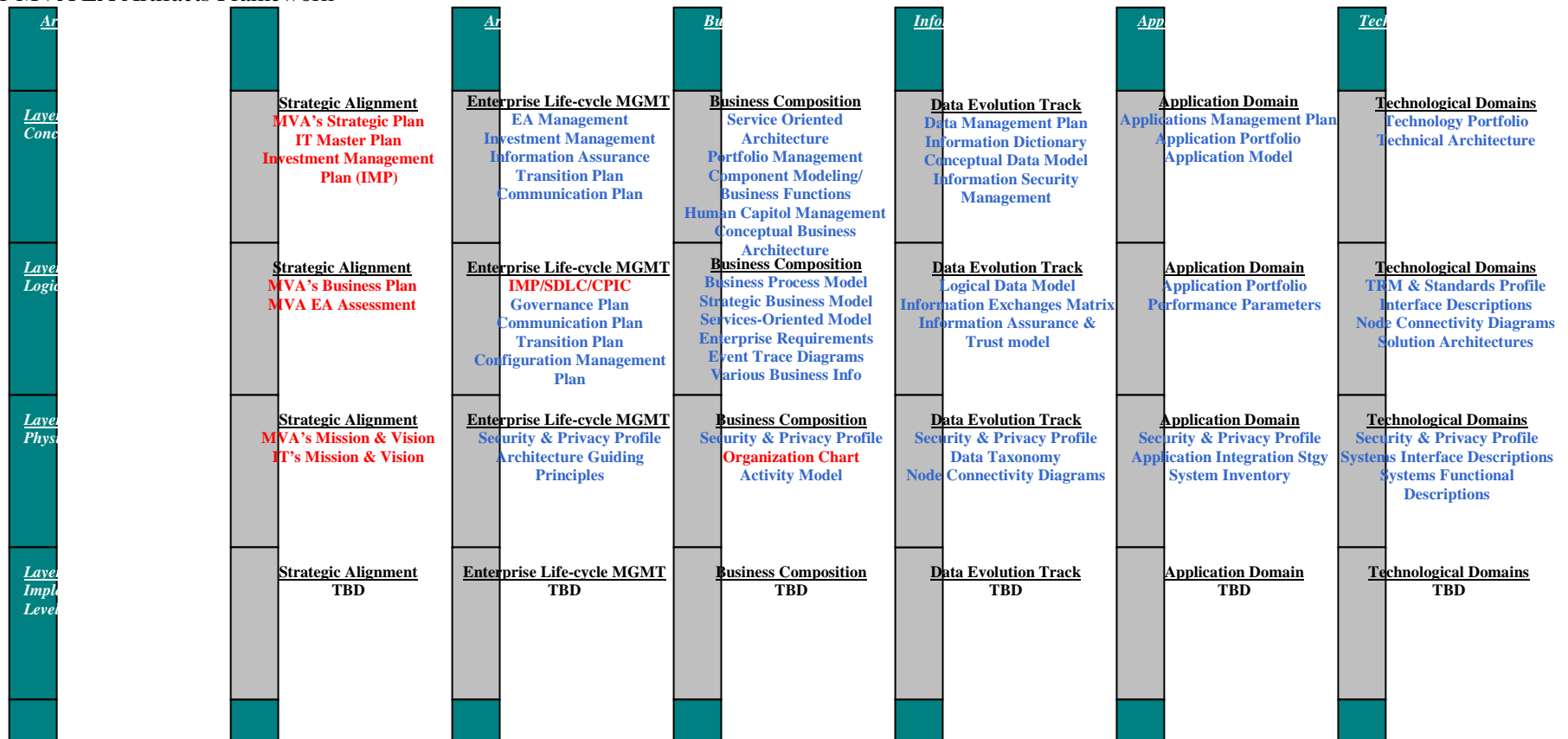
Company Tax ID #

Proposed labor categories must be from those described in the CATS II Master Contract and must correspond to the resume/s provided. Support staff is limited to engagements of up to six months. The "Hourly Labor Rate" is the actual fully-loaded rate that the State will pay for services recorded in dollars and cents. Hourly rates must be equal to or less than the rates proposed by the Master Contractor for the CATS II Master Contract.

Request for Resume (RFR) CATS II Master Contract

ATTACHMENT 3 ENTERPRISE ARCHITECTURE ARTIFACTS

3.1 MVA EA Artifacts Framework



Request for Resume (RFR) CATS II Master Contract

Completed Work Products

Suggested Work Products

3.2 Below is a list of completed and suggested artifacts to be created or updated, if not current. It is required that the Contractor assess this list for completeness and accuracy. The identified artifacts resulting from the assessment must be categorized (to be completed prior to RFP solicitation for IC resources or to be completed in collaboration with IC resources) and prioritized for completion.

Artifact	Description	Create	Update	Validate
Strategic Drivers				
MVA Strategic Plan	A step by step guide mapping out how MVA's and IT's will reach goals and set foundations so the respective programs know what's expected of them and how their role helps achieve the stated vision. Provides IT specific direction to accomplish MVA's mission.		X	
MVA Mission and Vision Statements	Textual description of MVA's overarching mission and its goals for the future			X
Investment Management Plan (IMP)	The Investment Management Plan provides high-level policy direction and recommendations for the management of MVA's investments. It will help set IT investment priorities, guide budgeting decisions and select the most effective investments for funding.	X		
MVA Business Plan			X	
IT's Mission and Vision			X	
IT Master Plan (ITMP)			X	
MVA EA Assessment	An assessment of the baseline architecture and gap analysis.		X	
Architecture Drivers				
EA Management Plan	Provides a description of MVA strategy for developing a detailed EA that supporting senior management in decisions regarding enterprise-wide information technology.	X		
Investment Management Plan (IMP)				
Information Assurance Plan	Identifies how to manage the risks to information assets.	X		
Information Assurance Risk Assessment	Identification of threats and vulnerabilities of information systems or applications and an evaluation of alternatives for mitigating or	X		

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

Artifact	Description	Create	Update	Validate
	accepting the risks.			
Transition & Sequencing Approach	A gap analysis that portrays the fundamental needs.	X		
Governance Plan		X		
Communication Plan			X	
Configuration Management Plan		X		
EA Guiding Principles	EA Guiding Principles are the embodiment of the philosophy and spirit of the enterprise architecture as set forth and adopted by the Chief Architect. Principles outline, in general terms, EA's goals pertaining to development, maintenance, and adoption of MVA's EA.	X		
System Development Life Cycle	A highly disciplined, well-structured method for managing MVA IT projects, facilitating communications and delivering products on time and within budget.		X	
CPIC				X
Security & Privacy Profile		X		
Business Architecture				
Activity Model	Activities, relationships among activities, inputs/outputs, and constraints (i.e., policy, guidance), and entities that perform those activities.	X		
Conceptual Business Architecture	Provides a high level representation of business processes.		X	
Business Events List	Something that happens in the business, for example, Customer applies for drivers license; a process thread kicks off a Business event.	X		
Business Function Descriptions	Something that an organization does (distinguished from a process, which is how an organization performs a function).	X		
Business Locations	Describes where the enterprise does business and can include particular physical facilities as well as types of locations.	X		
Business Process/System Function Matrices	Mapping of system functions to business activities	X		

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

Artifact	Description	Create	Update	Validate
Business Processes	Describes the overall process of a part of the business or a system.	X		
Business Units	The high-level segment of MVA's organizational structure.	X		
Organization Chart	Graphical depiction of the hierarchical structure and relationships of sub organizations within the organization.	X		
Enterprise Requirements	Requirement of the enterprise that aligns the business objectives to existing or emerging Information Technology.	X		
Event Trace Diagrams	System-specific, critical sequences of events.	X		
Component Modeling	Diagram to model the business functions in a hierarchical structure.	X		
Portfolio Management		X		
Security & Privacy Profile				
Strategic Business Model		X		
Service Oriented Architecture and Model		X		
Human Capital Management		X		
Information Architecture				
Data Management Plan		X		
Information Dictionary	Definitions of terms used in work products and relationships among them.	X		
Conceptual Data Model	Describes the semantics of an organization. This consists of entity classes representing objects of significance and relationships or assertions about associations between pairs of entity classes. Used to identify and support the definition of the data needs of systems planned for the target EA.	X		
Taxonomy	Taxonomies including service areas and interface categories, based on a common vocabulary for describing and comparing systems and components.	X		

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

Artifact	Description	Create	Update	Validate
Data Model	Provides a high-level description of the business information used by MVA, including the key subject areas and data entities that must be managed.	X		
Information Exchange Matrix (Conceptual)	Information exchanged between nodes and the relevant attributes of that exchange, such as media, quality, quantity, and the level of interoperability required. The Information Exchange Matrix can be produced at three levels of specificity. The conceptual Information Exchange Matrix is an essential work product, while the logical and physical ones are supporting work products.	X		
Information Exchange Matrices (Logical and Physical)	Information exchanged between nodes and the relevant attributes of that exchange, such as media, quality, quantity, and the level of interoperability required. The Information Exchange Matrix can be produced at three levels of specificity. The logical and physical Information Exchange Matrices are supporting work products, while the conceptual one is an essential work product.	X		
Logical Data Model	Represents data, organized in terms of a particular data management technology and is based on structures identified in the conceptual data model. The logical model reflects the semantics of the business and anticipates implementation on a finite-capacity computer.	X		
Node Connectivity Description (Conceptual)	Business nodes, activities performed at each node, connectivity, and information flow between nodes. The Node Connectivity Description can be produced at three levels of specificity. The conceptual Node Connectivity Description is an essential work product, while the logical and physical ones are supporting work products. A physical object that represents a computational resource.	X		
Node Connectivity Descriptions (Logical and Physical)	Business nodes, activities performed at each node, connectivity's, and information flow between nodes. The Node Connectivity Description can be produced at three levels of specificity. The logical and physical Node Connectivity Descriptions are supporting work products, while the conceptual one is an essential work product.	X		
Security & Privacy Profile				
Information Assurance & Trust Model		X		
Information Security Management		X		

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

Artifact	Description	Create	Update	Validate
Data Flow Diagram	Depicted as a line representing data as it moves from one point in the system to another.	X		
Applications Architecture				
Application Portfolio	Application software is a class of software that directly supports processes, as opposed to system software, which supports applications.		X	
Application Model	Contains activities and processes that need improvement and direct information technology that support the activity.	X		
Application Management Plan		X		
Security & Privacy Profile				
Application Integration Strategy		X		
Performance Parameters Matrix	The current performance characteristics of each system and the expected or required future performance characteristics of each system.	X		
Technology Architecture				
Technology Portfolio		X		
Technical Architecture		X		
Technical Reference Model (TRM)	Identifies and describes the technology services used throughout the agency. It contains a Standards Profile that defines a set of IT standards to support the services articulated and provides the cornerstone of interoperability.	X		
Standards Profile	Extraction of standards that apply to the given architecture	X		
System Functional Description	Functions performed by systems and the information flow among system functions.	X		
System Interface Descriptions (Levels 2, 3, and 4)	Identification of systems, system components, and their interfaces within and between nodes. The System Interface Description can be produced at four levels of detail. The Level 2, 3, and 4 System.	X		
System Inventory to Investment Alignment	Spreadsheet listing technologies and their respective investment names.	X		
Security & Privacy Profile				
Node Connectivity Diagrams				
Solution Architecture		X		

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

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 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)

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

ATTACHMENT 5

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

Request for Resume (RFR) CATS II Master Contract

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

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

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

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 Title18, 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 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.

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

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

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 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 contract will be 17 years of age or younger during the duration of the contract; or
- _____ All employee(s) proposed to work on the 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 II Master Contract

ATTACHMENT 6

NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2012, 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/RFR Proposal in response to CATS II RFR #J00B9200056 for an IT Technical Writer/Editor. In order for the OFFEROR to submit a TO/RFR 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, except in connection with the preparation of its TO/RFR 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/RFR Procurement Officer, TO/RFR 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.

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

ATTACHMENT 7

NON-DISCLOSURE AGREEMENT (TO/RFR CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 2012, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transportation/ Motor Vehicle Administration (the "Department"), and _____ ("TO/RFR Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO/RFR Contractor has been awarded a Task Order/RFR Agreement (the "TO/RFR Agreement") for IT Technical Writer/Editor RFR # J00B9200056 dated _____, (the "RFR") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

WHEREAS, in order for the TO/RFR Contractor to perform the work required under the TO/RFR Agreement, it will be necessary for the State to provide the TO/RFR Contractor and the TO/RFR Contractor's employees and agents (collectively the "TO/RFR 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 TO/RFR and the TO/RFR 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/RFR Contractor in connection with the TO/RFR 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/RFR 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/RFR Agreement.
2. TO/RFR 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/RFR Agreement. TO/RFR Contractor shall limit access to the Confidential Information to the TO/RFR Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO/RFR 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/RFR 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/RFR Contractor. TO/RFR Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO/RFR Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO/RFR Contractor's performance of the RFR or who will otherwise have a role in performing any aspect of the RFR, the TO/RFR 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/RFR 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/RFR 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/RFR Contractor's Personnel or the TO/RFR Contractor's former Personnel. TO/RFR Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

6. TO/RFR 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/RFR Agreement.
7. A breach of this Agreement by the TO/RFR Contractor or by the TO/RFR Contractor's Personnel shall constitute a breach of the TO/RFR Agreement between the TO/RFR Contractor and the State.
8. TO/RFR Contractor acknowledges that any failure by the TO/RFR Contractor or the TO/RFR 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/RFR Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO/RFR 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/RFR Contractor and the TO/RFR 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/RFR Contractor or any of the TO/RFR Contractor's Personnel to comply with the requirements of this Agreement, the TO/RFR Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO/RFR Contractor and each of the TO/RFR 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/RFR 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/RFR 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/RFR Contractor/TO/RFR Contractor's Personnel:

TO/RFR Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____