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| --- | --- | --- | --- | --- | --- | --- |
| **Section 1 – General Information** | | | | | | |
| **RFR Number:**  **(ADPICS Reference BPO Number)** | | P00B0600001 | | | | |
| **Functional Area**  **(Enter One Only)** | | Functional Area 17 - Documentation/Technical Writing | | | | |
| **Labor Category/s** | | | | | | |
| **Labor Category Technical Writer/Editor** | | | | | | |
| **Anticipated Start Date** | | **11/4/2019** | | | | |
|  | | Six (6) Months | | | | |
| **Designated Small Business Reserve? (SBR):**  **(Enter “Yes” or “No”)** | | Yes | | | | |
| **MBE Goal** | | | | | 0% | |
| **Issue Date: mm/dd/yyyy** | | 07/23/2019 | **Due Date:** mm/dd/yyyy | | **08/26/2019** | |
| **Time (EST):**  00:00 am/pm | | 2:00 p.m. local time | |
| **Place of Performance** | | Maryland Department of Labor  1100 North Eutaw Street  Baltimore, MD 21201 | | | | |
| **Special Instructions** | | All questions pertaining to this solicitation should  be submitted **8/9/2019 at 2:00 pm EST**.  All questions should be emailed to:  roger.lewis1@maryland.gov  Interviews will be conducted in person at:  1100 North Eutaw Street  6th Floor, Room 600  Baltimore, MD 21201  Dates and times will be determined after eligible candidates have been notified. | | | | |
| **Security Requirements (if applicable):** | | Selected personnel shall pass background checks and obtain State ID badges. Refer to RFR Attachment 7 – Criminal Background Check Affidavit for additional information. | | | | |
| **Section 2 – TO Procurement Officer Information** | | | | | | |
| **TO Requesting Agency** | | Maryland Department of Labor | | | | |
| **TO Procurement Officer** | | Roger A. Lewis | | **TO Procurement**  **Officer phone number** | | 410-767-2963 |
| **TO Procurement Officer email address** | | roger.lewis1@maryland.gov | | | | |
| **TO Procurement Officer mailing address** | | 1100 North Eutaw Street  Room 101  Baltimore, Maryland 21202 | | | | |
| **Section 3 – Scope of Work** | | | | | | |
| **A. Background** | | | | | | |
| The Maryland Department of Labor, Division of Labor and Industry (DLI) is issuing this CATS+ Master RFR to acquire a Technical Writer/Editor that is skilled in writing Request For Proposals (RFP) or Task Order Request For Proposals (TORP) that contain Information Technology components, processes and language.  The State of Maryland Department of Labor, Division of Labor and Industry (DLI) Safety Inspection Unit (SIU) has several units that cover elevator safety and amusement ride safety. The responsibilities of DLI includes inspections of elevators and amusement attractions; tracking expiration dates, scheduling inspections, issuing citations, third-party monitoring, issuing certificates, and tracking history of each unit or attraction.  DLI is replacing its existing safety inspection database for elevators and amusement attractions. DLI requires that the new system have the capability to support state government and its agencies with a complete end-to-end safety inspection system that includes a compliance and investigation processes. A Task Order Request for Proposal (TORFP) will be issued and will serve as the platform for DLI to begin efforts to replace the existing safety inspection database. | | | | | | |
|  | | | | | | |
| **B. Job Description/s** | | | | | | |
| **Labor Category/s (From Section 1 Above)** | | **Duties / Responsibilities** | | | | |
| 1. Technical Writer/Editor | | 1. Author, review and edit an RFP, identifying all mandatory requirements, deliverables and milestones resulting in a completed RFP to publish      1. Collaborate with the Division of Labor and Industry, Procurement and OIT staff to author, review and edit a highly detailed, comprehensive description of all Labor and Industry’s specifications and requirements      1. Collaborate with Subject Matter Experts (SMEs) to conduct an analysis of the existing system, gather supporting documentation to clarify the current state of the business processes to be documented in the RFP      1. Collaborate with SMEs and stakeholders to author, review and edit functional descriptions, SOW and other components, translate technical information into clear business and functional requirements      1. Author, review and edit RPF document to ensure that it conforms to and in compliance with the State template and methodology. 2. Meet and communicate with stakeholders to review and clarify information to be included in the RFP 3. Review and update the RFP in a timely manner upon receipt of feedback. 4. Conduct research to ensure the use of proper technical terminology 5. Other duties as assigned by the Division of Labor and Industry Project Manager 6. See Attachment 8 for an additional description of duties/responsibilities for which the TO Contractor will be responsible. | | | | |
| **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** | | | | | | |
| **1. Technical Writer/Editor** | | **a. Education:**  1. Associate’s degree from an accredited college or university in English,  Communications, Journalism, Technical Writing, Information Technology or  related discipline. Bachelor's degree preferred | | | | |
|  | | **b. General Experience:**  1. At least five (5) years of experience in authoring, reviewing and editing Requests for Proposals (RFP) using Microsoft Office Suite Products and MS Visio     1. At least five (5) years of experience with procurement, approval process, resolving issues inherent in large, complex solicitation for IT products and services 2. At least five (5) years with advising on RFP revisions to meet the needs of stakeholders 3. At least five (5) years of experience in assessing information technology services contracting practices, standards, terms and conditions.      1. At least five (5) years of experience in assessing contractual obligations, provisions, gaps and risk areas. | | | | |
|  | | **c. Specialized Experience:**   1. At least two (2) years of experience in authoring, reviewing and editing Requests for Proposals (RFP) in the area of: IT Solutions, Software Development, System Development, IT Procurement or related 2. At least two (2) years of experience with authoring, reviewing and editing RFPs to ensure compliance with RFP procurement practices, standards and methodology and RFP requirements development      1. At least two (2) years of experience preparing and editing documents that includes technical components and language, researching for applicable standards. | | | | |
| **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 as a password protected file with “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 TO Contractor   5. RFR Attachment 6 - Living Wage Affidavit   6. RFR Attachment 7 - CRIMINAL BACKGROUND CHECK AFFIDAVIT   7. RFR Attachment 8 – TECHNICAL WRITER/EDITOR ROLE DEFINITIONS, RESPONSIBILITIES, DELIVERABLES   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. In the event that more than 10 proposals are received, the TO Procurement Officer may elect to exercise the following down-select process:    1. 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.    2. 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.    3. All other Offerors will be notified of non-selection for this RFR.      1. Interviews will be performed in-person at the following location: 1100 North Eutaw Street, 6th Floor Conference Room 600 , Baltimore, MD 21201   After completion of interviews, the remaining 10 proposals will be ranked for technical merit based on the following evaluation criteria:   1. Authoring, editing and reviewing Technical RFPs 2. Technical Writing Experience 3. Information Technology Experience 4. Procurement Experience 5. Writing Samples 6. 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: David Dearborn | | | | | |
| 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. | | | | | |

**Attachment 1 - RFR Resume Summary Form – CATS+ RFR # P00B0600001**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Proposed Personnel: | | Master Contractor: | | | | CATS+ Labor Category: Technical Writer/Editor | |
|  | | | | | | | |
| **Education:**  An Associate's degree from an accredited college or university in English, Communications, Journalism, Technical Writing, Information Technology or related discipline. Bachelor’s degree is preferred | Institution/Address: | | | | Degree or Certification: | | Year Completed: |
| Field of Study: | |
| **Generalized Experience**:    1. At least five (5) years of  experience in authoring, reviewing  and editing Requests for Proposals  using Microsoft Office Suite  Products and MS Visio     1. At least five (5) years of experience with procurement, approval process, resolving issues inherent in large, complex solicitation for IT products and services   3. At least five (5) years of  experience with advising on RPF  revisions to meet the needs of  stakeholders   1. 4. At least five (5) years of experience   with assessing information  technology services contracting  practices, standards, terms and  conditions  5. At least five (5) years of experience  in assessing contractual obligations,  provisions, gaps and risks areas | Start | | End | Company/Job Title | Relevant Work Experience | | |
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| **Specialized Experience:**     * + - 1. At least two (2) years of experience in authoring, reviewing and editing Requests for Proposals (RFP) in the area of: IT Solutions, Software Development, System Development, IT Procurement or related       2. At least two (2) years of experience with authoring, reviewing and editing RFPs to ensure compliance with RPF procurement practices, standards and methodology and RFP requirements development  1. At least two (2) years of   experience preparing and editing  documents that includes technical  components and language,  researching for applicable standards | Start | | End | Company/Job Title | Relevant Work Experience | | |
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| **Preferred Qualifications** |  | | | | | | |
| **Education:** Bachelor’s degree preferred. | Institution/Address: | | | | Degree or Certification: | | Year Completed: |
| Field of Study: | |
| **Generalized Experience:** | Start | | End | Company/Job Title | Relevant Work Experience | | |
|  |  | |  |  |  | | |
| **Specialized Experience:** | Start | | End | Company/Job Title | Relevant Work Experience | | |
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**CANDIDATE REFERENCES** (List persons the State may contact as employment references)

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

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

|  |  |  |
| --- | --- | --- |
| Master Contractor Representative: |  | Proposed Key Personnel: |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Printed Name: |  | Printed Name |
|  |  |  |
| Date |  | Date |

# ATTACHMENT 2 - PRICE PROPOSAL

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Base Period 1 (one year)** | | | |
| CATS+ Labor Category | A | B | C |
| Fully Loaded Hourly Labor Rate | Evaluation  Hours | Extended Price  (A x B) |
| Technical Writer/Editor | $ | 1,056 | $ |
| **Total RFR (Sum of Base Period Price)** | | | $ |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  | |  |
| Authorized Individual Name |  |  | Company Name | | |
|  |  |  |  |  | |
|  |  |  |  |  | |
| Title |  |  | Company Tax ID # | | |
|  |  |  |  | |  |
| Signature |  |  | Date | | |
|  |  |  |  |  | |
| The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced. | | | | | |

## ATTACHMENT 3 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

1. Providing goods or services of at least $20 million in the energy sector of Iran; or
2. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative and Affiant)

**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 Information Technology (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 RFR Functional Area 17 - Documentation/Technical Writing No. P00B0600001 dated July 23. 2019, (the “RFR”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023-2016; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFR and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the RFR or who will otherwise have a role in performing any aspect of the RFR, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

1. This Agreement shall be governed by the laws of the State of Maryland;
2. 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;
3. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
5. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
6. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Printed Name and Address  of Employee or Agent |  | Signature |  | Date |
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**ATTACHMENT 6 – LIVING WAGE AFFIDAVIT**

Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

\_\_ Bidder/Offeror is a nonprofit organization

\_\_ Bidder/Offeror is a public service company

\_\_ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

\_\_ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

\_\_ All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

\_\_ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

\_\_ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 Labor with a summary of the security clearance results for all of the candidates that will be working on Task Order Functional Area 17- Documentation/Technical Writing P00B0600001 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- TECHNICAL WRITER/EDITOR ROLE DEFINITIONS, RESPONSIBILITIES, DELIVERABLES**

|  |  |
| --- | --- |
| **1. ROLE DEFINITIONS** | |
| A. | Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award. |
| B. | TO Manager – State staff person who oversees the work performance for the resource and administers the TO once it is awarded. |
| C. | TO Contractor – The CATS+ Master Contractor awarded a TO Agreement as a result of this RFR. The TO Contractor shall provide the resource and be accountable for the resource’s work performance under the TO Agreement. |
| **2. WORK HOURS** | |
| A. | The Technical Writer/Editor will work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays and Service Reduction days or other office closures, or an alternate work schedule with prior approval of the Agency TO Manager. |
| B. | Duties also may require some evening and/or weekend hours billed on actual time worked at the proposed hourly rate. |
| **3. DOCUMENTATION/TECHNICAL WRITER DUTIES/RESPONSIBILITIES** | |
| **3.1** | The Technical Write/Editor shall apply the State of Maryland standards and methodology for writing a TORFP which can be found at the Department of Information Technology (DoIT) website <https://doit.maryland.gov/contracts/Pages/CATSplusGuidanceWritingTORFP.aspx> |
| **3.2** | Become thoroughly knowledgeable on all of the Department of Labor and Industry business processes, regulations and activities |
| **3.3** | Manage, track and document the milestones, deliverables and RFP degree of completion; ability to work independently or under only general direction. |
| **3.4** | Work closely with stakeholders/MD Department of Labor Staff (DLI, OIT and Procurement) to author, review and update TORFP requirements.  Requirements activities may include but limited to:  · Stakeholders Interviews  · Documenting before and after business processes  · Review of existing requirements documentation  . Statement of Work (SOW)  . Research and Analysis  . Requirements Walkthroughs |
| **3.5** | Collect, organize, store, and manage documents in a central repository. This includes maintaining current and archival files (electronic and paper), collecting and distributing information to and from stakeholders, and entering updates into DLI internal weekly status reports and tracking systems; organizational and multi-tasking abilities. |
| **3.6** | Propose and conduct periodic discussions (both formal and informal, telecom and face-to-face) with MD Department of Labor stakeholders in the form of technical exchange meetings, collaborative development sessions, RFP document reviews as required. The Technical Writer/Editor shall create meeting minutes summarizing the discussions held in the meetings. |
| **3.7** | Identify tasks and assignments and work with DLI Staff to resolve conflicts |
| **3.8** | Quickly master internal systems and applications. |