

1.1.1

Consulting and Technical Services+ (CATS+)
Task Order Request for Proposals (TORFP)

TAPE STORAGE

D80B6400027

CATS+ TORFP # MIA/MIS-017-001



Maryland Insurance Administration (MIA)

Amended

Issue Date: 12/1/2016

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	Tape Storage
Solicitation Number (TORFP #):	MIA/MIS-017-001
Functional Area:	Functional Area 6
Issue Date:	12/01/2016
Questions Due Date and Time:	09/09/2016 at 1:00 PM Local Time
Closing Date and Time:	12/16/2016 at 1:00 PM Local Time
TO Requesting Agency:	Maryland Insurance Administration (MIA)
Send Proposals to:	Rodney Spence Procurement.mia@maryland.gov
Send Questions to (e-mail only)	Procurement.mia@maryland.gov
TO Procurement Officer:	Rodney Spence Office Phone Number: 410-468-2379
TO Manager:	Paula Keen Office Phone Number: 410-468-2059 e-mail address: paula.keen@maryland.gov
TO Type:	Fixed Unit Price
Period of Performance:	One (1) year base period and two (2) one-year option periods
MBE Goal:	0
VSBE Goal:	0
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Insurance Administration 200 Saint Paul Place, Suite 2700 Baltimore, MD 21201
TO Pre-proposal Conference:	There will not be a pre-proposal conference for this project.

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2 ADMINISTRATIVE INFORMATION

2.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

2.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 3.10 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after TO award.

2.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

2.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

2.5 ORAL PRESENTATIONS/INTERVIEWS

Neither oral presentations nor interviews will be held for this solicitation.

2.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

2.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this TORFP.

2.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

2.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to one (1) times the total TO Agreement amount.

2.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

2.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

2.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

2.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

2.14 NON-DISCLOSURE AGREEMENT

2.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

2.15 LIVING WAGE

The Master Contractor shall abide by 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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

2.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

2.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of

TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

2.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.20 DEFINITIONS

ADC	Analogue digital converter
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Firm Fixed Price	The all inclusive price for all services to be performed under the Task Order Agreement, which is not subject to adjustment regardless of variations in the Contractor's costs.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or

	trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
MIA Premises	The MIA's offices located at 200 St. Paul Place, Suite 2700, Baltimore, MD 21202.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary, privileged, or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c), as well as in the MIA's Internet Security Policy.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP.
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3.
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP.
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto.

Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Working Day(s)	Same as "Business Day"

2.21 TO AGREEMENT DURATION

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the TO Agreement, prior to the TO Agreement expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the TO Agreement (e.g., eight-month extension on a two-year contract) for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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3 COMPANY MINIMUM QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's TO Technical Proposal shall demonstrate meeting the following minimum requirements: the Master Contractor shall have at least three (3) years of experience performing offsite tape storage services.

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4 SCOPE OF WORK

4.1 PURPOSE

MIA (or the “Agency”) is issuing this CATS+ TORFP to obtain tape storage services in accordance with the scope of work described in this Section 3.

MIA intends to award this TO to one (1) Master Contractor that can best satisfy the TO requirements.

4.2 REQUESTING AGENCY BACKGROUND

The MIA is an independent State Agency that regulates Maryland’s Insurance Industry and protects consumers by ensuring that insurance companies and health plans act in accordance with insurance laws.

4.3 PROJECT BACKGROUND

The MIA intends to acquire services providing secure daily physical transport of data tape cartridges from the MIA’s Premises to a TO Contractor provided, secure off-site tape storage facility. MIA performs nightly backups of its systems and data to be prepared for pickup and storage at an off-site facility for disaster recovery (DR) purposes. It is anticipated that approximately 120 tape cartridges will be sent for off-site storage each month; these tape cartridges are rotated on a 30 day basis for re-use. It is also anticipated that approximately 14 tape cartridges are sent off to archive permanently each month. These amounts may vary from month-to-month depending upon the Agency’s needs. MIA also requires storage for the previous three (3) years of permanent archive tape cartridges.

The MIA data center has business requirements that require it has an off-site storage that provides for open container programs. For the purposes of this TORFP, an open Container programs is defined as follows in Subsections 3.3.1.

3.3.1 Open Container – Media shipped in an Open Container shall be removed from the container when delivered to the off-site storage location and placed in slots or hanging racks.

4.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

4.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>:

- A. The State of Maryland Information Technology Security Policy and Standards;
- B. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities;

- C. The MIA's Information Technology Security Policy which is attached to this TORFP as Attachment 19.

4.6 REQUIREMENTS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements as specified below, and produce high quality deliverables described herein.

- 4.6.1 TO Contractor shall provide secure, off-site tape cartridge storage services for the MIA.
- 4.6.2 TO Contractor shall provide tape cartridge daily pickup and transport via direct pickup and delivery ("courier") service from the MIA's Premises to the TO Contractor's storage facility and back to the MIA's Premises, as the tape cartridges are rotated.
- 4.6.3 TO Contractor shall supply tape cases to store MIA tape cartridges while in transport.
- 4.6.4 TO Contractor shall provide ~~both Closed and Open Container~~ programs.
- 4.6.5 TO Contractor shall perform all pick-ups from and deliveries to the MIA data center between 9:30 AM and 3:30 PM each Business Day.
- 4.6.6 TO Contractor shall provide a secure location that complies with the requirements set out in Section 3.8, for storage of the tape cartridges.
- 4.6.7 When transporting MIA tape cartridges, the TO Contractor shall use courier vehicles that, at minimum, meet the requirements set out in Section 3.9.
- 4.6.8 As part of its annual pricing, TO Contractor shall provide for one, as needed, special emergency request outside of the regularly scheduled pickups. Tape cartridges shall be picked up and/or delivered within two (2) hours of this request, 24/7. Any additional emergency request pricing shall be indicated in the Price Proposal (Attachment 1) of this TORFP.
- 4.6.9 TO Contractor shall provide a unique security number for the MIA account. This account number will be used instead of the MIA's name for all services and related communications including emails letters and invoices required under this TORFP.
- 4.6.10 TO Contractor shall provide the ability for up to eight (8) authorized MIA personnel to access the facility, and shall assign unique security numbers and provide an identification bearing this number for such MIA personnel.
- 4.6.11 TO Contractor shall implement and maintain adequate physical security measures at its storage facility to ensure the security of courier vehicles exiting and entering the facility, and the transport of MIA property from the vehicles to the vault itself that, at minimum, meet the requirements set out in Section 3.9.2.3. , Section 3.8.3 and Section 3.8.4 Physical security measures shall include, at minimum:

- 4.6.11.1 TO Contractor shall use twenty four hour surveillance cameras at its storage facility to ensure the security of courier vehicles exiting and entering the facility
 - 4.6.11.2 TO Contractor shall ensure that the transport of the tapes from the vehicle to the vault is recorded on surveillance camera.
 - 4.6.11.3 TO Contractor shall use a guarded gate or key-card access controlled gate at its storage facility for all vehicles exiting and entering the facility.,
 - 4.6.11.4 TO Contractor shall ensure that transport of MIA property from the vehicle to the vault is guarded.
- 4.6.12 TO Contractor shall have physical security measures in place to prevent unauthorized access to MIA tape cartridges within the vault, and which meet the minimum requirements set out in Section 3.8.
- 4.6.13 In the event of a breach or lapse in physical or technological security which affects the MIA's property, TO Contractor shall report the incident to the MIA in accordance with the following procedures:
- 4.6.13.1 Notify the MIA by phone, or if the incident occurs outside of the MIA's business hours by email, within four (4) hours of discovery of such an incident. Such notice shall include, to the extent reasonably practicable under the circumstances: (1) a detailed description of the incident; (2) results of TO Contractor's investigation; (3) a list of the tape cases affected; and (4) a description of the TO Contractor's proposed or actual remedy or remediation.
 - 4.6.13.2 Notify the MIA in writing within 24 hours of the discovery of such an incident. The notice shall include: (1) a detailed description of the incident; (2) results of TO Contractor's investigation; (3) a list of the tape cases affected; and (4) a description of the TO Contractor's proposed or actual remedy or remediation. The written report shall contain the most up-to-date information then available as well as the information initially reported by phone or email in accordance with Section 3.6.13.1 above.
- 3.6.14 TO Contractor shall provide an electronic means for the MIA TO Manager to manage and view the inventory of media that is located at the TO Contractor's off-site location.
- 3.6.15 The TO Contractor shall provide the MIA with an inventory report that lists ADC tape cases in TO Contractor's possession. The report, which shall be printed and generated by TO Contractor's computerized inventory control system, shall be provided quarterly unless otherwise requested by the MIA.
- 3.6.16 The TO Contractor shall utilize a computerized inventory control system for tracking the location of MIA tape cartridges while the tape cartridges are in the possession of the TO Contractor (i.e., from the time that the TO Contractor's representative signs for the tape cartridges at pick up until the time that MIA personnel sign for the tape cartridges at delivery).

- 3.6.17 The TO Contractor shall provide, upon request of the MIA, a printed report generated by the TO Contractor's computerized inventory control system that lists MIA tape cases in TO Contractor's possession.
- 3.6.18 For all MIA tape cartridges in the possession of the TO Contractor, the TO Contractor shall report any incident that may impact the integrity of either the MIA tape cartridges or the data stored on the MIA tape cartridges to the MIA Help Desk (410-468-2088 or support.mia@maryland.gov) within four (4) hours of such an incident. The TO Contractor shall submit to the MIA a written report within 24 hours that fully describes the incident, describes the results of the TO Contractor's investigation of the incident, identifies the tape cases affected, and describes the TO Contractor's remedy or remediation of the incident.
- 3.6.19 The TO Contractor shall allow MIA staff access to the TO Contractor's vault to perform quarterly audits of MIA tape cartridges in the TO Contractor's vault.
- 3.6.20 The TO Contractor shall store the last three (3) years of MIA's existing permanent archive tape cartridges (see Section 3.3) and up to 175 rotated tape cartridges each month. .
- 3.6.21 Within four (4) hours of an MIA request, the TO Contractor shall deliver MIA tape cartridges to the MIA Disaster Recovery Center. This service shall be provided at any time, 24 hours per day/seven (7) days per week.
- 3.6.22 The TO Contractor shall deliver MIA tape cartridges from the TO Contractor's vault to the MIA within four (4) hours of notification from the MIA. This service shall be provided at any time, 24 hours per day/seven (7) days per week. This service would be required when data at the MIA data needs to be restored from tape cartridges in the TO Contractor's possession, and the MIA cannot wait for the tape cartridges to be returned during the TO Contractor's normal daily pickup.
- 3.6.23 The TO Contractor shall present current PCI/DSS certification as evidence that the proposed off-site tape storage facility complies with PCI/DSS standards for storage of payment card information as of the date of TO Proposal submission, and will maintain such certification for the duration of the TO Agreement. For information about PCI/DSS standards see:

https://www.pcisecuritystandards.org/security_standards/documents.php.

4.7 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide the personnel and resources necessary to fully perform the services as identified in this TORFP.

4.8 VAULT REQUIREMENTS AND SPECIFICATIONS

The TO Contractor shall provide a secure storage vault that meets the following specifications relating to environmental controls, fire protection, and security.

ID #	Requirements	Detailed Description
3.8.1	VAULT ENVIRONMENTAL CONTROL	<ol style="list-style-type: none"> 1. The TO Contractor shall maintain the vault temperature at seventy (70) degrees \pm two (2) degrees and the vault humidity at forty percent (40%) \pm five percent (5%). 2. The TO Contractor shall maintain a permanent record of vault temperature and humidity, and shall make that record available for inspection by the MIA upon request within eight (8) hours. 3. The TO contractor shall provide MIA with records of the vault temperature on a monthly basis. 4. Temperature and humidity shall be controlled for at least four (4) hours in the event of a power failure.
3.8.2	VAULT FIRE PROTECTION	<ol style="list-style-type: none"> 1. The TO Contractor shall utilize a fire suppression system in its vault which meets the following requirements: <ol style="list-style-type: none"> a. The fire suppression system, if activated, shall not destroy tape cartridges or the data stored on the tape cartridges. b. The fire suppression system shall be inspected at least annually (or in accordance with manufacturer's specifications) by a company that specializes in fire suppression systems. 2. The TO Contractor shall maintain inspection logs and make the logs available for review by the MIA upon request within one (1) Business Day.
3.8.3	VAULT SECURITY	<ol style="list-style-type: none"> 1. The TO Contractor shall keep the tape cartridge vault locked at all times. 2. The TO Contractor shall ensure that only authorized personnel have access to the vault. 3. The TO Contractor shall utilize a backup power supply that will provide a minimum of four (4) hours of power for electronic security systems, such as video recording. 4. TO Contractor shall use twenty four hour surveillance cameras at its storage facility to document vault access and ensure the security of courier vehicles exiting and entering the facility and the transport of MIA property from the vehicles to the vault. 5. TO Contractor shall ensure that the transport of the tapes from the vehicle to the vault is recorded on surveillance camera. 6. TO Contractor shall use a guarded gate or key-card access controlled gate at its storage facility for all vehicles exiting and entering the facility. 7. TO Contractor shall ensure that transport of MIA property from the vehicle to the vault is guarded and recorded on surveillance

ID #	Requirements	Detailed Description
		<p>camera.</p> <p>8. The TO Contractor shall ensure that all visitors to the vault shall be escorted to prevent unauthorized access to MIA tape cartridges.</p> <p>9. The TO Contractor shall ensure all visitors to the vault shall sign a visitor log and provide identification.</p> <p>10. The physical security measures shall comply with the Maryland Department of Information Technology Information Security Policy Attachment 18, also located at this web address: http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf</p>
3.8.4	Facility Requirements	TO Contractor's storage facility shall be a single story and must be located more than two (2) miles from any entity or facility that stores or uses combustible materials.

3.9 COURIER VEHICLE REQUIREMENTS

When transporting MIA tape cartridges, the TO Contractor shall utilize courier vehicles that meet the following specifications with respect to environmental control, fire protection, and access control.

ID #	Vehicle Requirements	Detailed Description
3.9.2.1	ENVIRONMENTAL CONTROL	The TO Contractor shall maintain the courier vehicle cargo area temperature at seventy (70) degrees \pm two (2) degrees and the courier vehicle cargo area humidity at forty percent (40%) \pm five percent (5%).
3.9.2.2	FIRE PROTECTION	<ol style="list-style-type: none"> 1. The TO Contractor shall utilize a fire suppression system in its courier vehicles which includes, at a minimum: <ol style="list-style-type: none"> a) A hand-held fire extinguisher, which if activated shall not destroy tape cartridges or the data stored on the tape cartridges, and which b) Is inspected annually by the TO Contractor or by a company that specializes in fire suppression systems. 2. The TO Contractor shall maintain inspection logs and make the logs available for review by the MIA upon request within one (1) Business Day.
3.9.2.3	SECURITY	The TO Contractor shall have physical security measures in place to prevent unauthorized access to MIA tape cartridges within the

ID #	Vehicle Requirements	Detailed Description
		courier vehicle, including, at minimum: <ul style="list-style-type: none"> a) The courier vehicle shall be locked at all times; b) Only authorized personnel shall have access to the courier vehicle; c) The courier vehicle shall have an audible security alarm that activates in the event of attempted unauthorized access to the vehicle; and d) While MIA tape cartridges are in the courier vehicle, the vehicle shall not be used for any purpose other than transporting tape cartridges and other types of electronic media.

4.9 PERFORMANCE AND PERSONNEL

4.9.1 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager

reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.

- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

4.10 PREMISES AND OPERATIONAL SECURITY

1. Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MIA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MIA reserves the right to disqualify any TO Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that MIA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MIA reserves the right to perform additional background checks on TO Contractor Personnel.
2. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
3. TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
4. The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
5. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
6. The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
7. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) within 45 days of NTP .

4.11 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

4.11.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "MIA" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
- C) The TO Contractor shall e-mail a PDF of the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: procurement.mia@maryland.gov with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

4.11.2 INVOICE ACCEPTANCE

For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

4.12 SOC 2 TYPE 2 AUDIT

1. The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor and/or Subcontractors' handling of Sensitive Data and/or the Agency's critical functions, which is identified as MIA Tape Storage and shall address all areas relating to information technology security and operational

processes. These services provided by the TO Contractor and/or Subcontractors that shall be covered by the audit will collectively be referred to as the “Information Functions and/or Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Agency, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

2. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Report”). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Agreement Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the TO Manager by September 1 for the preceding calendar year.
3. The SOC 2 Report shall report on the description of the TO Contractor and/or Subcontractors’ system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security and Confidentiality, and Privacy as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the TO Agreement, specifically the security requirements identified in The State of Maryland Information Technology Security Policy and Standards ATTACHMENT 18.
4. The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor’s and/or Subcontractors’ environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the TO Agreement; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor and/or Subcontractors. The TO Contractor and/or Subcontractors shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
5. The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Agency under the TO Agreement. The TO Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.

6. All SOC 2 Reports, including those of the TO Contractor and/or Subcontractor, shall be performed at no additional expense to the Agency.
7. The TO Contractor and/or Subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the TO Manager upon completion of each annual SOC 2 Report engagement.
8. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor and/or Subcontractors along with the date(s) when each remedial action is to be implemented.
9. If the TO Contractor and/or Subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Agency under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the Agency will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor and/or Subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.
10. If the TO Contractor and/or Subcontractors fail during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in 3.12.2, the Agency shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the TO Contractor and/or Subcontractors. The TO Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Agency will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

4.13 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels.

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is authorized to do business in the State of Maryland.

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4 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

MIA can only accept e-mails that are less than or equal to 30MB. If a submission exceeds this size, split the submission into two (2) or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two (2) attachments. This e-mail shall include:

- A. Subject line “CATS+ TORFP # MIA/MIS-017-001 Technical” plus the Master Contractor Name
- B. One attachment labeled “TORFP MIA/MIS-017-001 Technical - Attachments” containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled “TORFP MIA/MIS-017-001 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in Section 4.4.2, with password protection.

MIA will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible of being selected for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A. Subject line “CATS+ TORFP # MIA/MIS-017-001 Financial” plus the Master Contractor Name
- B. One attachment labeled “TORFP MIA/MIS-017-001 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

4.2.2 PAPER SUBMISSION

MIA strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit four (4) copies of each with original signatures.

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 12 – Living Wage Affidavit of Agreement
- C. Attachment 15 – Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal with password protection:

- A. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B) Compliance with Offeror’s Company Minimum Qualifications:

4.4.1.1	Offeror Company Minimum Requirement	Evidence of Compliance
	The TO Contractor shall have at least 3 years of experience performing similar services. The 3 years of experience need not be consecutive years of service, but must have occurred in the year 2000 or later. submission.	Offeror Shall provide references.
4.4.1.2	The TO Contractor shall present	Offeror Shall provide a PDF of PCI/DSS

	evidence that the proposed off site tape storage facility complies with PCI/DSS standards for storage of payment card information as of the date of proposal submission, and will maintain such certification for the duration of the Contract term.	certification.
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C) Compliance with MIA’s additional requirements:

4.4.1.3	Requirement	
	TO Contractor shall provide detailed information about the TO Contractor’s off-site storage site(s) being proposed including, location(s), what environmental equipment is in place (HVAC, Generators, etc.) and what redundancies are built in to the media storage area and any other area in which MIA property will be stored transported or located. This information shall also include all security measures taken to ensure the safety and security of the media while it is being stored off-site.	
4.4.1.4	TO Contractor shall provide the TO Contractor’s off-site storage policies and describe the procedures for the MIA data center to follow in the event of a disaster alert and declaration; mitigation of simultaneous and frivolous declarations.	
4.4.1.5	TO Contractor shall furnish evidence of current PCI/DSS compliance per requirement in Section 3.6.23.	

A) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.

B) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of engagements or contracts the Master Contractor has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - Scope of Work.

- d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

C) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

D) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

E) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Prices shall be valid for 120 days.

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5 TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3 and ability to meet the specified requirements. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.

5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible of being selected for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has equal weight with financial merit.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. By a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

- e. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) within 45 days of Notice to Proceed.
- f. TO Contractor shall provide proof of insurance as indicated in Section 3.13 of this TORFP.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	<i>Not Applicable</i>	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	<i>Not Applicable</i>	N/A
Attachment 6	Pre-Proposal Conference Directions	<i>Not Applicable</i>	N/A
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	<i>Not Applicable</i>	N/A
Attachment 9	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	<i>Not Applicable</i>	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	<i>Not Applicable</i>	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	<i>Not Applicable</i>	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 18	MIA Information Technology Security Policy	Applicable	Do Not Submit with Proposal

*If not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed.

**ATTACHMENT 1
PRICE SHEET (FIXED UNIT PRICE) FOR CATS+ TORFP # MIA/MIS-017-001**

	Deliverable	Fixed Price	Unit	Qty	Base Year	Option Year 1	Option Year 2
3.6	Daily Transport of Tapes, including one Emergency Request per Section 3.6.8	\$	Annual	1	\$	\$	\$
		Unit Price	Unit	Qty per year*	Base Year	Option Year 1	Option Year 2
3.6.8	Additional Emergency Request (See section 3.6.8)	\$	Per Request	3	\$	\$	\$
	Additional Tape pickup and storage <i>(Offeror to indicate quantity batch pricing points, adding additional lines as necessary.</i> For instance: for a batch of 1-5 additional tapes	\$	Per tape batch	1 batch			
	SubTotal Per year				\$	\$	\$
	Total Evaluated Price (sum of all years)					\$	

* The Qty per year is not to be construed as “guaranteed”; the total number of additional Emergency Requests is an estimate only for purposes of price sheet evaluation.

Authorizing Individual

Company Name

Title

Company Tax ID

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# MIA/MIS-017-001 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Insurance Administration (MIA).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means Maryland Insurance Administration, as identified in the CATS+ TORFP # MIA/MIS-017-001.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # MIA/MIS-017-001, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Rodney Spence. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MIA and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Paula Keen. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one (1) year commencing on the date the TO Agreement is fully executed and terminating on _____. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on _____.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Insurance Administration

By: Nancy Grodin, Deputy Commissioner

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20____.

Assistant Attorney General

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 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): MIA/MIS-017-001

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of _____, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of Maryland Insurance Administration (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Rodney Spence

Task Order Procurement Officer

Enclosures (2)

cc: Paula Keen, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 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 Insurance Administration, MIA, (the "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 Tape Storage TORFP No. MIA/MIS-017-001 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Agency, Project Number 060B2490023; and

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

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

TO Contractor/TO Contractor’s Personnel:

MIA:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
 Name of Contractor _____
 Address _____
 City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____
 Signature of Authorized Representative _____
 Date: _____ Title: _____
 Witness Name (Typed or Printed): _____
 Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

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 16 SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 17 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 Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____(Master Contractor)_____ has provided Maryland Insurance Administration with a summary of the security clearance results for all of the candidates that will be working on Task Order Tape Storage MIA/MIS-017-001 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. 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 45 days of NTP

ATTACHMENT 18 MIA INFORMATION TECHNOLOGY SECURITY POLICY

Due to the size of this Attachment it has been included with the solicitation as a separate file. Please see the file attached to this solicitation marked Attachment 18.