



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

Mainframe and Peripheral Maintenance Support

CATS+ TORFP # J01B3400025

SMALL BUSINESS RESERVE ONLY SOLICITATION

Maryland Department of Transportation (MDOT)/Office of
Transportation Technology Services (OTTS)

ISSUE DATE: June 10, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. 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.

TORFP Name:	Mainframe and Peripheral Maintenance Support
Functional Area:	FA6 System Operations, Maintenance & Support
TORFP Issue Date:	06/10/2013
Closing Date and Time:	07/15/13 by 2:00 PM (EST)
TORFP Issuing Office:	MDOT / OTTS
Questions and Proposals are to be sent to:	Joy Abrams jabrams@mdot.state.md.us
TO Procurement Officer	Joy Abrams Office Phone: 410-865-1133 Office Fax: 410-865-1388
TO Manager:	Michael Hicks Office Phone: 410-787-7969 Office Fax: 410-768-4484
Project Number:	J01B3400025
TO Type:	Fixed Price
Period of Performance:	June 1, 2014 - May 31, 2019
MBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	MDOT Data Center One Orchard Road, Glen Burnie, Maryland 21060
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	N/A
TO Pre-Proposal Conference:	There will not be a pre-proposal meeting for this project

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, 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 price proposal.

1.3 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 submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #. J01B3400025 The first file will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP # J01B3400025Technical." The second file will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP # J01B3400025Financial." The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal – Must be a separate email and file
- Attachment 2 - MBE Forms D-1 and D-2 (if applicable)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 6 – Non Disclosure Agreement (Offeror)
- Certifications- (if applicable)

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE) (If applicable)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its' TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its' TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. 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 a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 7201 Corporate Center Drive, PO BOX 548, Hanover, Maryland 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 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 CATS+ TOs. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable 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 checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MDOT / OTTS is issuing this CATS+ TORFP to obtain the services from a TO Contractor for maintenance services for the mainframe and peripheral hardware components listed in Attachment 1 Price Proposal of this TORFP. The TO Contractor shall be accountable for meeting the service levels for each of the components listed in this statement of work. These components are located in offices throughout the entire State of Maryland so vendors will need to prove their ability to meet the service levels defined for any location in the State

It should be noted that some of the equipment in Attachment 1 Price Proposal of this TORFP are currently under warranty. All equipment that has a warranty period will be indicated in Attachment 1 Price Proposal, with the start and end date of the warranty. It is expected that the selected TO Contractor will assume maintenance responsibility for any equipment that is under warranty on the expiration date of the warranty.

2.2 REQUESTING AGENCY INFORMATION

OTTS operates a 24 hours a day, seven days a week data center and is tasked with providing all information technology services for all Transportation Business Units (TBUs) within the MDOT (see Attachment 1 Price Proposal for list of equipment locations). This includes but is not limited to State Highway Administration (SHA), Maryland Port Administration (MPA), Motor Vehicle Administration (MVA), MDOT Secretary's Office (TSO) including the Financial Management Information System (FMIS), Human Resources (HR), Employee Management Information System (EMIS) Payroll and many others. OTTS is responsible for the delivery and technical support of various software and hardware platforms including the IBM mainframe zSeries enterprise server system, Direct Access Storage Devices (DASD) and tape subsystems, and all associated peripherals. OTTS implements MDOT's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients. Specific hardware configurations are defined further in this TORFP.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

TO Contractor Manager - The TO Contractor Manager shall act as liaison between the MDOT/OTTS TO Manager and TO Contractor maintenance provider. The TO Contractor Manager will handle scheduling of all necessary meetings and conference calls and will provide the MDOT/OTTS TO Manager with a list of any action items resulting from those meetings or calls.

TO Contractor - The TO Contractor maintenance technicians shall have the responsibility to provide support in all technical aspects of the MDOT/OTTS requirements in accordance with Service Level Agreements (SLAs) stated further in this TORFP.

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.

TO Manager - MDOT/OTTS representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor Personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor Personnel performance.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The OTTS is responsible for the delivery and technical support of various hardware and operating system platforms including the systems programming, and maintenance of an IBM mainframe system. OTTS provides mainframe computing services to a diverse audience of users and the availability of the IBM mainframe and all of its components are a key factor in attaining our service level commitment of 99% scheduled system uptime for the IBM mainframe. Failure to meet our established service levels can have a significant impact on public safety as well as our other business partners.

In addition to the IBM mainframe equipment, MDOT OTTS has peripheral equipment including but not limited to DASD, magnetic tape subsystem, high speed laser printers and impact printers located in various MDOT locations throughout the State of Maryland.

2.5 REQUIREMENTS

2.5.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP shall consist of the following:

- A) The TO Contractor shall provide hardware maintenance and support for all of the mainframe and peripheral equipment and components listed in Attachment 1 Price Proposal.
- B) The TO Contractor shall adhere to the service levels as defined in Section 2.5.2 Service Level Agreement of this TORFP for all equipment in Attachment 1 Price Proposal.

Maintenance: The TO Contractor shall be responsible for:

Remedial Maintenance (Unscheduled). When any equipment covered under this Statement of Work is inoperable, the TO Contractor shall have certified personnel on the job to return the equipment to operable condition. If the TO Contractor is notified of an equipment problem the TO Contractor shall initiate remedial maintenance immediately unless a delay is requested by MDOT. If a delay is requested by MDOT, the time of commencement of that remedial maintenance will be mutually agreed upon. If the equipment remains inoperable for more than four (4) hours after remedial maintenance is started, the TO Contractor shall provide at least the next higher-level technical support to augment the efforts of the on-site maintenance personnel.

2.5.1.1 Escalation Process. The TO Contractor shall include in the proposal an escalation process that adheres to the following:

<u>Time</u>	<u>Escalation Protocol</u> <u>Closed Loop Problem Management</u> <u>Event/Activity</u>
0 hour	Problem Avoidance/Approach
1 hour	Customer Support Center Notified (Add Tech) Local Back-up Dispatched Remote Diagnostics
4 hour	Field Support Manager Notified Field Tech Center Dispatched (If Required)
8 hours	Customer Support Center Dispatch (If Required) Factory Dispatch (If Required)

The TO Contractor Manager shall coordinate all activities surrounding the outage. Escalation of maintenance procedures shall include the provision of technical support persons having experience in areas applicable to the problem at hand.

2.5.1.2 Back-up Maintenance Expertise. The TO Contractor is required to have available more experienced personnel to back up the local field personnel. Subcontracting for more experienced consultants when the field technician cannot resolve the equipment malfunction within the specified four hour period may be proposed. This expertise shall extend to cover all aspects of the electronic and electromechanical components, which comprise the hardware listed in Attachment 1 Price Proposal. After four hours of maintenance at the first escalated level of support without problem resolution, TO Contractor Personnel from the next higher level shall be dispatched to the maintenance site to aid in the diagnosis of malfunctions or other maintenance considerations at no additional charge to MDOT.

2.5.1.3 Replacement Option. After the maximum 24 hours of on-site troubleshooting and repair effort has been expended, the TO Contractor shall initiate a replacement strategy. The system downtime is not to exceed the SLA. The replaceable unit or option will be supplied at no additional charge to MDOT.

2.5.1.4 Point of Contact. The TO Contractor shall provide the MDOT a toll-free phone number for service calls. This phone number shall be available 24 hours a day, seven days a week for placement of service calls. MDOT has the responsibility to provide the point of contact with as much information as possible to allow the proper selection of personnel and equipment to dispatch to the system site.

2.5.1.5 Field Changes (FC). The TO Contractor shall be required to install, at no additional cost to MDOT, on-site field modifications based upon TO Contractor or manufacturer-sponsored modifications. All such FCs shall be made available for installation within 30 days of their availability from the appropriate originating source (MDOT, TO Contractor, or Original Equipment Manufacturer (OEM)). FC installation on equipment covered by this contract shall be made with two-week notification or sooner, if mutually agreed upon except when such FC installation requires the presence and use of software enhancements not yet available to MDOT or which MDOT has not yet installed or chosen not to install and use. Access to the equipment will be provided by MDOT for installation of FCs, normally during a scheduled preventative maintenance (PM). However, in the case of FCs or FCs that affect safety or security, MDOT will permit prompt access to equipment for such installation. Installation of FCs includes updating all diagnostic routines, documentation, and briefing of MDOT and designated representatives on any operational changes. MDOT may delay or decline the installation of FCs on equipment that may impact critical MDOT applications.

2.5.1.6 Qualifications of Personnel. All TO Contractor field maintenance technicians shall be previously trained on and have prior experience with the specific equipment (make and model number) listed in Attachment 1 Price Proposal to be maintained under this solicitation.

2.5.1.7 Parts Replacement. Replacement of worn or defective parts shall be consistent with OEM's design of the equipment. TO Contractor field maintenance technicians shall not try to repair faulty modules on-site if the equipment was designed for the replacement of modules.

2.5.1.8 Level of Parts Replacement. The level of replacement of worn or defective parts shall be consistent with the original manufacturer's design of the equipment. The TO Contractor shall be responsible for the replacement of all faulty parts or components of any equipment under contract. This responsibility includes furnishing all needed cables, cabinets, housings, power supplies, fans, components, circuit boards, assemblies, and other items as may be necessary to restore the equipment to proper operating condition. The TO Contractor shall maintain an adequate level of parts that will assure their ability to meet the SLA in Section 2.5.2.

2.5.1.9 Quality of Parts. The TO Contractor shall use only new OEM parts, or parts equal to new in performance and certified to be at current OEM FC levels. In no case shall the TO Contractor use any replacement parts in repairing equipment that would result in the OEM refusing to support the equipment.

2.5.1.10 Movement of Equipment. In the event the equipment being maintained under the terms and conditions of this contract is moved to another location, the terms and conditions of this contract shall continue to apply, provided the new location is within one of the geographical areas listed in the contract.

2.5.1.11 Equipment Added to this Contract. The TO Contractor may be required to maintain any new equipment added to systems under this contract if the TO Contractor is already maintaining the same or similar items from the same or other vendors. If used equipment is added to this contract, the TO Contractor shall maintain it if the OEM certifies that the equipment is eligible for OEM maintenance. If the equipment is ineligible for OEM maintenance but can be brought up to OEM acceptable maintenance levels, the TO Contractor shall, upon MDOT’s request, prepare an estimate of the cost of bringing the equipment to OEM acceptable maintenance level. If MDOT elects to bring the equipment to OEM acceptable maintenance level, the TO Contractor may be required to maintain the equipment. Any addition or deletion of equipment from this task will be accomplished through a change order as defined in 2.3 of the TO Agreement.

2.5.1.12 Equipment Replacement. The TO Contractor may elect to place a spare or replacement unit in the field for line printers. If that is the TO Contractor’s choice, the TO Contractor shall notify OTTS of the Serial # and Inventory Tag # that is being replaced.

2.5.2 SERVICE LEVEL AGREEMENT

The TO Contractor shall ensure that all service tickets are resolved in the respective time frames specified in the table below.

Note: Priority 4 and most priority 3 tickets are only assigned when there is a disruption to services or public safety, for example the IBM Mainframe or an entire storage unit being unavailable would result in the issuance of a priority 4 service ticket. All others would usually have a priority of 2 or 3 associated with them.

Service Level Priority	Priority Description	Time to Resolve	Time to Acknowledge Service Request Priority 1 & 2 Only	Time to arrive on site after initial call. Priority 1 & Only
4	Immediate	Resolve in 2 hours	Immediately	1 Hour
3	Emergency	Resolve in 4 hours	Immediately	1 Hour
2	Urgent	Resolve in 24 hours	1 Hour	2 Hours
1	Routine	Resolve in 7 calendar days	1 Hour	2 Hours

2.6 PERFORMANCE EVALUATION

TO Contractor will be evaluated by the TO Manager on an annual basis for tasks performed. The established in the Service Level Agreement(s) of this Scope of Work.

2.6.1 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.6.3 SUBSTITUTION OF PERSONNEL AFTER AWARD

The TO Contractor shall only propose staff available at the time of the TO Proposal and during the evaluation process that satisfy the personnel qualifications specified in the TO Proposal. After award, the substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract, and be submitted to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request.

- The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7 DELIVERABLES

2.7.1 DELIVERABLE SUBMISSION PROCESS

For each deliverable, the TO Contractor shall submit to the TO Manager the appropriate document(s). Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A written draft must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 10). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 calendar days in the applicable invoice format (Section 2.12 Invoice Submission).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below.

2.7.2 DELIVERABLES DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverables Description	Acceptance Criteria	Due Date / Frequency
2.7.2	Monthly Activity Report	MS Word document that reports: <ul style="list-style-type: none"> • all maintenance calls performed during the monthly period with a breakdown of calls by type, by device and by location. 	By the tenth calendar day of the following month.
2.7.3	Escalation Procedure	MS Word document that defines the process including: <ul style="list-style-type: none"> • Steps for escalation of the various service levels and • How items may be escalated from one level to next. 	NTP + 10 days.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information 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 project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s staff shall demonstrate expertise in the following:

- The TO Contractor’s staff shall have at least five recent years individual experience for each proposed person in supporting equipment similar to or exactly like the equipment shown in Attachment 1 Price Proposal, this experience shall be documented in month/year through month/year format in each resume.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.11 PREMISES AND OPERATIONAL SECURITY

- Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized law enforcement agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration must be capable of qualifying for and obtaining a BWI Airport Security badge to include U.S. Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) must comply with all MPA security requirements.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the 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.

2.12 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for operations and maintenance work should be submitted within the first five (5) business days of each month for the work performed in the previous month

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 contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.12.1 INVOICE FORMAT

- A) A proper invoice shall identify MDOT / OTTS, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MDOT / OTTS at the following address:

One Orchard Road
Glen Burnie, Maryland 21060
Attention: Linwood Floyd / Bill Bryant

- Proper 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.12.2 MBE PARTICIPATION REPORTS (If applicable)

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDOT at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDOT. MDOT will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP must respond within the submission 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 your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. The TO Proposal shall provide the following:

3.2.1 TECHNICAL PORTION OF THE TO PROPOSAL

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide Attachment 5 for all proposed resources. Resumes will not be accepted.
- 2) Document that all proposed personnel meet the minimum required qualifications in Section 2.10.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation (If applicable)

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:

- Name of organization.
- Name, title, and telephone number of point-of-contact for the reference.
- Type and duration of contract(s) supporting the reference.
- The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

F) 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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. 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.

3.2.2 FINANCIAL PORTION OF THE TO PROPOSAL

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

- B) Completed Financial Proposal - Attachment 1: SEPARATE ATTACHMENT
The Master Contractor should indicate on Attachment 1 the Fixed Price

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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 TOA award determination, MDOT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work
- Personnel experience required

4.3 SELECTION PROCEDURES

- TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, Notice to Proceed authorized by the TO Procurement Officer and Criminal Background Check Affidavits.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400025

Maintenance Cost – Year One

From 6/1/14 – 5/31/15

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
	IBM Equipment			
1	IBM z10 BC 2098-E10		\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM DS8700 DASD		\$	\$
	32 Gig CACHE		\$	\$
	19,200 GB Physical RAID		\$	\$
64	300GB 1.5k RPM Drives		\$	\$
8	4Gbps FICON LX adaptors		\$	\$
	HDS Equipment			
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$

	ORACLE SL8500 TAPE SILO		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 SL8500, 1000, STK		\$	\$
1	4981164 S/K, Base MACHINE ARRAY		\$	\$
1	4981164 STK, 419646901, N, S/K, Base		\$	\$
1	4981164 Touch screen Op Panel		\$	\$
1	4981164 Cover Group. STK		\$	\$
1	4981164 Base Model Assy		\$	\$
1	4981164 Base Machine ARRAY		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 Add a second HBZ for 2 nd CAP		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 Rails for 0 Expansion Frame		\$	\$
1	4981164 Z FRAME ASSY		\$	\$
1	4981164 4 Hand Bots		\$	\$
1	4981164 4 Hand bots		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 Cim assembly, STK		\$	\$

1	4981164 39 Cartridge CAP		\$	\$
1	4981164 39 Cartridge Cap		\$	\$
1	4981164 SL8500 Entry Bundle		\$	\$
1	4981164 Service Safety Door		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981197 VSM5 Model		\$	\$
2	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 VSM capacity option 0.8 TB-1.25 TB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
	STK Equipment			
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
	UNISYS Equipment			
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$

1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$
1	UMS 900 Printer		\$	\$
2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 1				\$
Annual Cost Total (Summation of all rows)				\$

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400025

ATTACHMENT 1 - PRICE PROPOSAL

Maintenance Cost – Year Two

From 6/1/15– 5/31/16

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
IBM Equipment				
1	IBM z10 BC 2098-E10		\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM DS8700 DASD		\$	\$
	32 Gig CACHE		\$	\$
	19,200 GB Physical RAID		\$	\$
64	300GB 1.5k RPM Drives		\$	\$
8	4Gbps FICON LX adaptors		\$	\$
HDS Equipment				
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$
	ORACLE SL8500 TAPE SILO		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$

1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 SL8500, 1000, STK		\$	\$
1	4981164 S/K, Base MACHINE ARRAY		\$	\$
1	4981164 STK, 419646901, N, S/K, Base		\$	\$
1	4981164 Touch screen Op Panel		\$	\$
1	4981164 Cover Group. STK		\$	\$
1	4981164 Base Model Assy		\$	\$
1	4981164 Base Machine ARRAY		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 Add a second HBZ for 2 nd CAP		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 Rails for 0 Expansion Frame		\$	\$
1	4981164 Z FRAME ASSY		\$	\$
1	4981164 4 Hand Bots		\$	\$
1	4981164 4 Hand bots		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 Cim assembly, STK		\$	\$
1	4981164 39 Cartridge CAP		\$	\$
1	4981164 39 Cartridge Cap		\$	\$
1	4981164 SL8500 Entry Bundle		\$	\$

1	4981164 Service Safety Door		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981197 VSM5 Model		\$	\$
2	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 VSM capacity option 0.8 TB-1.25 TB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
	STK Equipment			
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
	UNISYS Equipment			
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$
1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$
1	UMS 900 Printer		\$	\$

2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 2				\$
Annual Cost Total (Summation of all rows)				\$

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400025

ATTACHMENT 1 - PRICE PROPOSAL

Maintenance Cost – Year Three

From 6/1/16– 5/31/17

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
	IBM Equipment			
1	IBM z10 BC 2098-E10		\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM DS8700 DASD		\$	\$
	32 Gig CACHE		\$	\$
	19,200 GB Physical RAID		\$	\$
64	300GB 1.5k RPM Drives		\$	\$
8	4Gbps FICON LX adaptors		\$	\$
	HDS Equipment			
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$
	ORACLE SL8500 TAPE SILO		\$	\$

1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 SL8500, 1000, STK		\$	\$
1	4981164 S/K, Base MACHINE ARRAY		\$	\$
1	4981164 STK, 419646901, N, S/K, Base		\$	\$
1	4981164 Touch screen Op Panel		\$	\$
1	4981164 Cover Group. STK		\$	\$
1	4981164 Base Model Assy		\$	\$
1	4981164 Base Machine ARRAY		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 Add a second HBZ for 2 nd CAP		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 Rails for 0 Expansion Frame		\$	\$
1	4981164 Z FRAME ASSY		\$	\$
1	4981164 4 Hand Bots		\$	\$
1	4981164 4 Hand bots		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 Cim assembly, STK		\$	\$
1	4981164 39 Cartridge CAP		\$	\$
1	4981164 39 Cartridge Cap		\$	\$

1	4981164 SL8500 Entry Bundle		\$	\$
1	4981164 Service Safety Door		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981197 VSM5 Model		\$	\$
2	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 VSM capacity option 0.8 TB-1.25 TB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
	STK Equipment			
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
	UNISYS Equipment			
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$
1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$

1	UMS 900 Printer		\$	\$
2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 3				\$
Annual Cost Total (Summation of all rows)				\$

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400025

ATTACHMENT 1 - PRICE PROPOSAL

Maintenance Cost – Year Four

From 6/1/17– 5/31/18

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
	IBM Equipment			
1	IBM z10 BC 2098-E10		\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM DS8700 DASD		\$	\$
	32 Gig CACHE		\$	\$
	19,200 GB Physical RAID		\$	\$
64	300GB 1.5k RPM Drives		\$	\$
8	4Gbps FICON LX adaptors		\$	\$
	HDS Equipment			
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$
	ORACLE SL8500 TAPE SILO		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$

1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 SL8500, 1000, STK		\$	\$
1	4981164 S/K, Base MACHINE ARRAY		\$	\$
1	4981164 STK, 419646901, N, S/K, Base		\$	\$
1	4981164 Touch screen Op Panel		\$	\$
1	4981164 Cover Group. STK		\$	\$
1	4981164 Base Model Assy		\$	\$
1	4981164 Base Machine ARRAY		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 Add a second HBZ for 2 nd CAP		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 Rails for 0 Expansion Frame		\$	\$
1	4981164 Z FRAME ASSY		\$	\$
1	4981164 4 Hand Bots		\$	\$
1	4981164 4 Hand bots		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 Cim assembly, STK		\$	\$
1	4981164 39 Cartridge CAP		\$	\$
1	4981164 39 Cartridge Cap		\$	\$
1	4981164 SL8500 Entry Bundle		\$	\$

1	4981164 Service Safety Door		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 SI8500 Magazine Assy for CAP		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981164 One Drive Power Supply		\$	\$
1	4981197 VSM5 Model		\$	\$
2	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 Storage Tek Virtual Storage Manager System		\$	\$
1	4981197 VSM capacity option 0.8 TB-1.25 TB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB		\$	\$
STK Equipment				
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
UNISYS Equipment				
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$
1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$
1	UMS 900 Printer		\$	\$

2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 4				\$
Annual Cost Total (Summation of all rows)				\$

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400025

ATTACHMENT 1 - PRICE PROPOSAL

Maintenance Cost – Year Five

From 6/1/18– 5/31/19

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
IBM Equipment				
1	IBM z10 BC 2098-E10		\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM DS8700 DASD		\$	\$
	32 Gig CACHE		\$	\$
	19,200 GB Physical RAID		\$	\$
64	300GB 1.5k RPM Drives		\$	\$
8	4Gbps FICON LX adaptors		\$	\$
HDS Equipment				
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$
	ORACLE SL8500 TAPE SILO		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$

1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981180 T9840D , FL, DPLW SL8500		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 STK, , 104300, N,C/B, CAP		\$	\$
1	4981164 SL8500, 1000, STK		\$	\$
1	4981164 S/K, Base MACHINE ARRAY		\$	\$
1	4981164 STK, 419646901, N, S/K, Base		\$	\$
1	4981164 Touch screen Op Panel		\$	\$
1	4981164 Cover Group. STK		\$	\$
1	4981164 Base Model Assy		\$	\$
1	4981164 Base Machine ARRAY		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 One Robot Power Supply		\$	\$
1	4981164 Add a second HBZ for 2 nd CAP		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 DELTA POWER		\$	\$
1	4981164 Rails for 0 Expansion Frame		\$	\$
1	4981164 Z FRAME ASSY		\$	\$
1	4981164 4 Hand Bots		\$	\$
1	4981164 4 Hand bots		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 6RU Rack		\$	\$
1	4981164 Cim assembly, STK		\$	\$
1	4981164 39 Cartridge CAP		\$	\$
1	4981164 39 Cartridge Cap		\$	\$
1	4981164 SL8500 Entry Bundle		\$	\$

1	4981164 Service Safety Door	01/12/2014	\$	\$
1	4981164 SI8500 Magazine Assy for CAP	01/12/2014	\$	\$
1	4981164 SI8500 Magazine Assy for CAP	01/12/2014	\$	\$
1	4981164 SI8500 Magazine Assy for CAP	01/12/2014	\$	\$
1	4981164 SI8500 Magazine Assy for CAP	01/12/2014	\$	\$
1	4981164 SI8500 Magazine Assy for CAP	01/12/2014	\$	\$
1	4981164 SI8500 Magazine Assy for CAP	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981164 One Drive Power Supply	01/12/2014	\$	\$
1	4981197 VSM5 Model	01/13/2014	\$	\$
2	4981197 Storage Tek Virtual Storage Manager System	01/13/2014	\$	\$
1	4981197 Storage Tek Virtual Storage Manager System	01/13/2014	\$	\$
1	4981197 VSM capacity option 0.8 TB-1.25 TB	01/13/2014	\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB	01/13/2014	\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB	01/13/2014	\$	\$
1	Sun- NK20248790 SFV890 4@1.5GHz , 16GB, 4-146GB	01/13/2014	\$	\$
	STK Equipment			
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
	UNISYS Equipment			
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$
1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$
1	UMS 900 Printer		\$	\$

2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 5				\$
Annual Cost Total (Summation of all rows)				\$

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400025

ATTACHMENT 1 - PRICE PROPOSAL
Maintenance Cost – Summary

Description	Total Cost
Year One Maintenance Cost	\$
Year Two Maintenance Cost	\$
Year Three Maintenance Cost	\$
Year Four Maintenance Cost	\$
Year Five Maintenance Cost	\$
TOTAL 5 Year Cost	\$

MDOT MBE FORM D-1
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT
PAGE 1 OF 2

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:
_____ percent (_____ %) for African American-owned MBE firms
_____ percent (_____ %) for Hispanic American-owned MBE firms
_____ percent (_____ %) for Asian American-owned MBE firms
_____ percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM D-1
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT
PAGE 2 OF 2**

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 3

*** STOP ***

FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
 - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 2 – MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). <hr/> _____ % Total percentage of Supplies/Products x 60% (60% Rule) <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

**MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.</p>
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____</p>	<p>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

**MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form D-2 for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form D-2.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**MDOT MBE FORM D-3
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM D-4

STATE-FUNDED CONTRACTS

MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$_____ or ____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

ATTACHMENT 3 - Task Order Agreement

CATS+ TORFP # J01B3400025 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Department of Transportation/Office of Transportation Technology Services (MDOT/OTTS).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Department of Transportation/Office of Transportation Technology Services, as identified in the CATS+ TORFP #J01B3400025
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B3400025, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated _____.
 - d. “TO Procurement Officer” means Joy Abrams. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the MDOT/OTTS and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Michael Hicks of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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. Attachment 1 Price Proposal – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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 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 [REDACTED], commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an 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 [REDACTED]. 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 Department of Transportation/Office of Transportation Technology
Services (MDOT/OTTS)

By: Thomas Hickey, Director of Procurement

Date

Witness: _____

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)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (MUST INSERT LABOR CATEGORY NAME AND NUMBER)	
Education: (Insert the education description from the CATS+ RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS+ RFP from section 2.10 for the applicable labor category.) (MM/YY-MM/YY)	
Duties: (Insert the duties description from the CATS+ RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # J01B3400025 for Mainframe and Peripheral Maintenance Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information." As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 7 - 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 **TO Requesting Agency** (the "Department"), 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 Mainframe and Peripheral Maintenance Support TORFP No. J01B3400025 dated _____, (the "TORFP") issued under the CATS+ procurement issued by the Department, Project Number 060B2490023; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the 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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the 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 Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

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

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**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 8 – 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.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number: J01B3400025	
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) _____	
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) _____	

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 9

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.

- A. 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 A1

- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ 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

ATTACHMENT 10
AGENCY RECEIPT OF DELIVERABLE FORM

Contract/Agreement Name:

Contract/Agreement #:

Agency Point of Contact: [Name], [Phone Number], [Email Address]

Name of Contractor:

Contractor Point of Contact: [Name], [Phone Number], [Email Address]

I acknowledge receipt of the following:

Deliverable ID Number From Section [##] of the RFP	Deliverable Title
[Deliverable ID Number]	[Deliverable Name]

Agency Point of Contact Signature

Date Signed

Contractor Point of Contact Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.7, [DELIVERABLES]