



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

**IBM Mainframe and Network Disaster Recovery
Site and Support Services**

CATS+ TORFP #

J01B3400036

Maryland Department of Transportation (MDOT)

ISSUE DATE: November 19, 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 Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall 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:	IBM Mainframe and Network Disaster Recovery Site and Support Services
FUNCTIONAL AREA:	FA6 - Systems Facilities Maintenance and Management
TORFP ISSUE DATE:	11/19/2013
Closing Date and Time:	1/7/2014 at 2:00 PM EST
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Office of Transportation Technology Services (OTTS)
Questions and Proposals are to be sent to:	TO Procurement Officer – Dave Devlin Telephone Number: 410-865-1230 Email Address: ddevlin@mdot.state.md.us
Questions Due Date and Time	12/6/2013 at 2:00 PM EST
TO Procurement Officer	Dave Devlin Office Phone: 410-865-1230 Office Fax: 410-865-1388
TO Manager:	Gordon Ramsey - gramsey@mdot.state.md.us Office Phone: 410-768-7093 Office Fax: 410-424-3752
Project Number:	J01B3400036
TO Type:	Fixed Price / Time and Material
Period of Performance:	5 Years
MBE Goal:	0 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	OTTS Data Center One Orchard Road Glen Burnie, Maryland 21060
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	None
TO Pre-Proposal Conference	A Pre-proposal conference will not be held for this TORFP.

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 scope issues, and for authorizing any changes to the TO Agreement.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; 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 TO Agreement, Attachment 2, 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 2007 or later. The "subject" line in the e-mail submission shall state the TORFP #J01B3400036. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J01B3400036 Technical." The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J01B3400036 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment 4 - Labor Classification Personnel Resume Summary
- Attachment 9- Living Wage Affidavit of Agreement
- Attachment 10 – Certification Regarding Investment in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will 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 Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide information technology (IT) consulting services for State agencies or component programs with those agencies, and shall 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 3 in 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 shall 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 TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) 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 TO Agreement 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+ task orders (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.

1.10 QUESTIONS

All questions shall be submitted via email to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers to all questions that are not clearly specific only to the requestor will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

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

1.11 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 10 of this TORFP.

1.12 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 9 for a copy of the Living Wage Affidavit Agreement.

1.13 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.14 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.15 TO PRE-PROPOSAL CONFERENCE

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

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MDOT/ OTTS is issuing this CATS+ TORFP to obtain a solution that would enable MDOT to continue mainframe computer processing and related operations should MDOT experience an unplanned event that would prevent MDOT from using its current business data center location for its intended computer processing and related purposes.

2.2 REQUESTING AGENCY INFORMATION

The MDOT/OTTS provides enterprise wide infrastructure support to MDOT Transportation Business Units and to its external mainframe customers including Public Safety, the Comptroller's Office and the court system, among others. OTTS provides both mainframe and network support at the enterprise level.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

2.3.1 TO Contractor Manager - TO Contractor Manager shall act as liaison between the TO Manager and TO Contractor hot site technicians and management. The TO Contractor Manager will handle scheduling of all necessary meetings and conference calls and will provide the TO Manager with a list of any action items resulting from those meetings or calls. The TO Contractor Manager will provide status on the action items as/if required.

2.3.2 TO Contractor Hot Site Technician - TO Contractor hot site technicians have the responsibility to provide support in all technical aspects of the MDOT/OTTS disaster recovery tests and recoveries (in the event of an actual declared disaster) in accordance with Service Level Agreements stated further in this TORFP.

2.3.3 TO Contractor Tape-Hanging Personnel - TO Contractor tape-hanging personnel have the responsibility of working with MDOT/OTTS and TO Contractor hot site technicians toward efficiently handling recovery media provided by MDOT/OTTS.

2.3.4 TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; 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.

The TO Manager shall be responsible for arranging Disaster Recovery (DR) hot site tests in direct association with the TO Contractor Manager. The TO Manager will serve as the liaison between MDOT/OTTS senior management and technical teams and the TO Contractor. In the event of a disaster declaration, the TO Manager will be the focal point and project manager for leading recovery efforts, in coordination with MDOT/OTTS senior management, MDOT/OTTS technical teams, MDOT/OTTS client community personnel, and the TO Contractor management.

2.3.5 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.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

OTTS operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all information technology services for all Transportation Business Units (TBUs) within the MDOT. 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 Device 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 configuration is defined further in this TORFP.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology, hardware platforms and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel who will be assigned to support the services requested in this TORFP. This education would be associated with the technologies currently utilized or anticipated to be utilized by MDOT/OTTS. Actual course costs, including time, are the responsibility of the TO Contractor.

2.6 DR HOT SITE HARDWARE AND ENVIRONMENTAL REQUIREMENTS

2.6.1 CENTRAL PROCESSING COMPLEX

The TO Contractor shall provide a remote disaster recovery (DR) hot site facility, or a contract with a proven disaster recovery hot site provider, that will assure MDOT the environment necessary to restore the following MDOT hardware configuration, or its functional equivalent:

IBM z10 BC 2098-E10 Q02
440 MIPs/PCI or greater
z/OS, Version/Release 1.13
ZIIP Specialty Engine (1)

- 64 ESCON Channels
- 24 FICON Express8 LX Channels
- 32 GB (central/expanded storage)

2.6.2 I/O DEVICES

- 3 OSA-ICC ports
- 3 OSA Express3 1000BASE cards (model 3367)
- 3 OSA Express3 GbE SX cards (model 3363)
- 3 OSA-ICC TN3270E sessions
- 4 OSA-ICC TN3270E sessions
- 6 OSA-E xpress3 2P 10 GBE SX (model 3373)
- 2 IBM 6262 - 022 Line Impact Printers
- 2 IBM 6500-V20 2000LPM 55DBA Ser PAR 10/100 Base ET Ethernet Adapter, (or equivalent)
- 2 Printronix Line Matrix printers model P8220 Ethernet/IPDS, 2000 LPM, Ethernet 10/100 Base T and Parallel.
- 10 Terabytes IBM 3390-MOD 1, 3, 9 and 27. Or equivalent
- 1 StorageTek model SL8500 with 5000 tape slots containing 10 9840D RTD's (Real Tape Drives) with VSM 5e Virtual Tape Unit.
- 16 STK 9840D standalone tape drives.

- 6 STK 9490 Magnetic Cartridge Drives or compatible
- 2 IBM TS1130 tape drives.

2.6.3 NON-MAINFRAME NETWORK HARDWARE

- 1 CISCO 5540 Adaptive Security Appliance (ASA) (ASA Version 8.2(2) or greater, ASDM Version 6.2(5) or greater)
- 1 CISCO 3750E Multi-Layer Switch (24-port 10/100/1000Mb/4 SFP) (IOS image C3750E-UNIVERSALK9-M, 12.2.(53)SE or greater)

2.7 DR HOT SITE OPERATIONAL REQUIREMENTS

- 2.7.1** The TO Contractor's proposed alternate data processing location shall have the data processing capability, infrastructure, and local area network connectivity to enable MDOT/OTTS to restore its mainframe processing environment.
- 2.7.2** The TO Contractor shall make its data center and personnel available to MDOT/OTTS in accordance with established Service Level Agreements (see Section 2.11 Service Level Agreements).
- 2.7.3** The TO Contractor shall define its written procedure, after award, which the State will follow for declaring an emergency in order to initiate the DR Hot Site.
- 2.7.4** The TO Contractor shall provide wide-area network connectivity to the MDOT network, which would enable MDOT to communicate with the departments that depend on MDOT/OTTS services. The TO Contractor shall provide that connectivity in the following manner:
- A. A 10/100/1000Mb Ethernet LAN is required to support PCs for on-site user access. A minimum of 10Mb Internet service is required for WAN connectivity.
- B. **PHASE I** (within forty-eight (48) hours of initial emergency declaration):
1. Mainframe networking hardware/software environment via two (2) MM SX fiber connections (OSA Gigabit Ethernet) to facilitate access to the hot site mainframe.
 2. Local area networking environment for ten (10) PCs and two (2) printers at hot site.
 3. The TO Contractor shall provide Cisco ASA protected Internet connectivity (VPN) to facilitate FTP, SQL/RPC and inbound client TN3270 access using secure networking technologies, such as Secured Sockets Layer (SSL) and Virtual Private Networking (VPN). This will provide a connection for users who have an ISP and can access the hot site mainframe via the Internet using a standard browser, DB2-DRDA client or TN3270 client.
- C. **PHASE II** (within seven (7) days of the initial emergency declaration).
1. In the event the 10Mb Internet VPN connection is inadequate in regards to bandwidth or performance, the TO Contractor shall provide expertise and provide troubleshooting assistance in the planning and implementation of a more comprehensive network recovery.
 - a. The TO Contractor shall review the current MDOT Data Center and Enterprise network environment, evaluate alternatives, make hardware reconfiguration recommendations if necessary, and provide assistance with procurement, configuration, implementation and testing.
 - b. The TO Contractor shall be responsible for coordinating all planning and engineering efforts for future changes to the TO Contractor site.
- 2.7.4** The TO Contractor shall provide an option to enable MDOT end-users to be staged at a location within the State of Maryland network and be connected to the mainframe computing environment at the hot site.

- 2.7.5** The TO Contractor shall provide a level of security and information protection comparable to or greater than that which exists in the production environment at MDOT (see Section 2.9, DR Hot Site Security Requirements).
- 2.7.6** The TO Contractor shall provide a window for mainframe and network recovery of less than forty-eight (48) hours (see Section 2.11 Service Level Agreements).
- 2.7.7** The TO Contractor shall provide all facilities and technical support for both an annual disaster recovery test of 48-hour duration, and any declared disasters.
- 2.7.8** The TO Contractor shall ensure the full-time presence of its technical support staff during MDOT Data Center DR testing and during any declared disasters (see Section 2.8 DR Hot Site Personnel Requirements).
- 2.7.9** The TO Contractor shall provide office space with standard equipment including phones and desks for a minimum of ten (10) MDOT Data Center technical personnel located at the hot site, if required during a declared disaster.
- 2.7.10** The TO Contractor shall provide personal computers (PCs) to accommodate a minimum of ten (10) MDOT Data Center technical personnel located at the hot site if required during a declared disaster. Each PC shall be a fully functional networked PC with a DVD-R/W, MS Office Professional (2007+), Internet access with Microsoft Internet Explorer web browser, TN3270 emulation software with FTP client providing access to mainframe applications, and access to two (2) networked printers, of which one (1) shall be color capable. Each of the 10 desks shall have a telephone with external and long distance access.

2.8 DR HOT SITE PERSONNEL REQUIREMENTS

- 2.8.1** The TO Contractor's assigned personnel shall work to provide support to MDOT under the following conditions:
 - A. Initial contract support to ensure the hot site is always in a state to receive MDOT in case of an emergency.
 - B. Once annually to support a test of the MDOT recovery process (see Section 2.11 Service Level Agreements).
 - C. Occasional meetings or conference calls to discuss changes or issues.
- 2.8.2** The TO Contractor shall provide a Project Manager, if needed, to oversee testing and situations regarding actual use of the hot site in emergency situations.
- 2.8.3** The TO Contractor shall provide staff support with each member having at least five (5) years proven experience in VM and MVS systems configuration.
- 2.8.4** The TO Contractor shall provide staff support with each member having at least five (5) years proven experience in local and wide area network systems.
- 2.8.5** The TO Contractor shall provide staff support with each member having at least five (5) years proven experience in data and network security services.
- 2.8.6** The TO Contractor's personnel shall work with MDOT's Network Managed Services (NMS) Contractor in planning and recovery efforts.

- 2.8.7 The TO Contractor may be asked to provide personnel for mounting magnetic tapes on drives during the DR tests or during a declared emergency. This will be an optional resource.
- 2.8.8 The TO Contractor shall provide computer operations personnel for system monitoring and operations duties during the DR tests or declared emergency, if needed optionally by MDOT.
- 2.8.9 The TO Contractor may be asked to provide experienced MVS Computer System Programmers to restore MDOT's system at the TO Contractor's hot site location, using MDOT's recovery documentation, during the DR tests or declared emergency, if needed optionally by MDOT.
- 2.8.10 The TO Contractor may be asked to provide experienced Senior Network Engineer to restore MDOT's connectivity between MDOT and the TO Contractor's hot site location, using MDOT's recovery documentation, during the DR tests or declared emergency, if needed optionally by MDOT

2.9 DR HOT SITE SECURITY REQUIREMENTS

- 2.9.1 All TO Contractor personnel who will have access to or process MDOT Data Center data shall sign a non-disclosure agreement to be provided by the State prior to the first test (See Attachment 7).
- 2.9.2 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.
- 2.9.3 The 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.
- 2.9.4 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 TORFP.
- 2.9.5 MDOT utilizes a combination of swipe cards and biometric scanners for premises and high security areas such as computer rooms. The TO Contractor shall employ similar security equipment. Use of video monitors is also desirable. The TO Contractor shall utilize IBM recognized best practices and standards in protecting MDOT data at the hot site and over the TO Contractor's network. MDOT utilizes ACF2 security on the MDOT mainframe.
- 2.9.6 The TO Contractor shall provide IBM standard security to protect MDOT's data assets. Should the MDOT Data Center determine that the level of protection provided by the TO Contractor is inadequate, the TO Contractor shall commit to working with the MDOT Data Center to develop and implement improved security if needed.
- 2.9.7 The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units

2.10 DR HOT SITE PRE-IMPLEMENTATION REQUIREMENTS

- 2.10.1 Upon award, the TO Contractor shall provide a briefing for the MDOT/OTTS Data Center DR team and executive staff on the TO Contractor's DR capabilities and plan of action for the implementation of a disaster recovery capability for the MDOT/OTTS Data Center.

2.10.2 Upon award, the TO Contractor shall provide a tour of the hot site for MDOT/OTTS staff if requested.

2.10.3 Upon award, the TO Contractor shall describe a documented and proven process for configuration control of MDOT/OTTS Data Center and DR hot site equipment. The process shall provide the MDOT Data Center with the flexibility to request changes in hardware, as required, with one month's written notice. The technology configuration at the TO Contractor site must be compatible immediately with the equipment listed in sections 2.6 TORFP DR HOTSITE HARDWARE AND ENVIRONMENTAL REQUIREMENTS. If at any point in time during the term of this TO Contract MDOT should make technology changes MDOT will make the TO Contractor aware of the planned change. The TO Contractor will determine if any change in cost would be required from what is stated in the COST Sheet Form of this TORFP. If it is determined that an additional cost will be incurred due to an addition to the MDOT environment, MDOT will execute a change order through the process described in section 1.13 of this TORFP and MDOT will be responsible for additional costs associated with the MDOT requested changes.

2.10.4 Upon award, the TO Contractor shall provide documentation detailing their physical, computer systems and data security. If site does not conform to MDOT's security requirements, TO Contractor shall work with MDOT to remediate identified issues in the agreed-upon timeframe.

2.11 SERVICE LEVEL AGREEMENTS

The TO Contractor shall abide by the following Service Level Agreements:

2.11.1 DISASTER DECLARATION

The TO Contractor shall make their data center facility available to MDOT/OTTS within 3 hours of notification of a declaration of an emergency (see Section 2.7 DR Operational Hot Site Requirements).

The TO Contractor shall provide Phase I network recovery connectivity within forty- eight (48) hours of notification of the initial emergency declaration (see Section 2.7 DR Operational Hot Site Requirements).

The TO Contractor shall provide Phase II network recovery connectivity within seven (7) days of notification of the initial emergency declaration (see Section 2.7 DR Operational Hot Site Requirements).

2.11.2 DISASTER TESTING

The TO Contractor shall provide personnel resources for pre-test planning eight (8) weeks before and up to the day of the test. The TO Contractor shall provide personnel resources for 24-hour support during the forty eight (48) hour test.

2.12 BACKUP / DISASTER RECOVERY

The TO Contractor shall have industry standard backup and recovery strategies in place in the event of a catastrophic failure of its data center. The TO Contractor shall provide alternate sites that MDOT can use for recovery. These sites shall be within the same general radius of travel by MDOT personnel as the originally proposed hot site. The TO Contractor may not cause MDOT to incur additional charges for the use of the alternate site, except as specified in the financial proposal. Service Level Agreements and required service support as stated in this TORFP will remain in force in the event of a catastrophic failure on the part of the TO Contractor's facility or environment.

2.13 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall be responsible for keeping up-to-date technology at its sites at no additional cost, that is compatible with MDOT's needs. These shall be in working order and not prone to failure due to age, lack of maintenance, negligence or any other avoidable circumstances.

2.14 DELIVERABLES

2.14.1 DELIVERABLES SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with the versions of Microsoft Office, Microsoft Project and/or Visio currently in use at MDOT.

A written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

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

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

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

2.14.2 DELIVERABLES DESCRIPTIONS / ACCEPTANCE CRITERIA

Deliverables ID	Description	Acceptance Criteria	Due Date / Frequency
2.14.2.1	Hot site vendor contract	The TO Contractor shall provide MDOT with a contract allowing for all the services listed in this TORFP.	Notice to Proceed (NTP) + 5 business days.
2.14.2.2	Hot site with required equipment	The TO Contractor shall provide a secure, state of the art data center that will provide 24/7/365 services, support and required equipment for MDOT to mimic its day-to-day processing in the event of a catastrophic failure of the MDOT Data Center. The TO Contractor will have available, active and ready for use within three (3) hours notice a matching configuration to that of MDOT's data center as specified in section 2.6 of this document.	Immediately on contract signing
2.14.2.3	Executive briefing and tour of hot site	The TO Contractor shall provide a briefing and, if desired by MDOT, a tour of the hot site to the MDOT DR team and executive management. The briefing will outline the procedures for using the hot site for testing and outline the requirements for declaration of a disaster.	Within 30 days of contract signing.
2.14.2.4	Geographic locations of the hot site facilities	The TO Contractor shall provide a geographical listing of the hot sites available to MDOT for both testing and disaster declaration. All of these locations shall be capable of providing the services listed in technical requirements of this TORFP.	As part of the proposal.
2.14.2.5	Pre-test status report	The TO Contractor shall provide a pre-test	15 days prior to

Deliverables ID	Description	Acceptance Criteria	Due Date / Frequency
		status report to MDOT/OTTS of the progress being made in scheduling and executing DR tests at the hot site. These status reports shall be delivered fifteen (15) days prior to a status meeting with the TO Contractor, hot site representatives and OTTS DR staff	DR test status meeting.
2.14.2.6	Provide labor rates for optional services	The TO Contractor shall provide documentation showing the rates for any optional services that they provide as requested by MDOT in this TORFP.	As part of the proposal.
2.14.2.7	Perform disaster recovery tests	The TO Contractor shall provide the equipment and space for MDOT/OTTS to perform an annual test of our recovery processes over a continuous 48-hour period.	One per year to be scheduled.
2.14.2.8	Meetings and Reports	The TO Contractor shall meet either in person or by teleconference with the OTTS TO Manager to discuss progress of the project and to resolve any issues that may arise. This shall occur before and after tests and in the case of any equipment changes by MDOT/OTTS or the TO Contractor. A report of all task related change activities shall be submitted to the TO Manager.	Within 30 days of contract signing and before and after DR tests. Also as needed.
2.14.2.9	Security documentation	The TO Contractor shall provide documentation detailing their physical, computer systems and data security.	Within 30 days of contract signing and before DR tests.
<u>2.14.2.10</u>	<u>Disaster Recovery Declaration Process</u>	<u>The TO Contractor shall provide documentation in Word format detailing the procedure required for the State to declare an emergency.</u>	<u>NTP+ 15 business days</u>

2.15 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.

2.16 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

- The hot site / test site provider shall have a minimum of eight (8) years' experience of providing similar services as described in the TORFP scope of work

2.17 SUBSTITUTION OF PERSONNEL POST AWARD

The TO Contractor may not substitute personnel, facilities, or computing environment without the prior approval of MDOT/OTTS. All proposed substitutions shall provide an environment equal to or better than that originally proposed, and shall be approved by the TO Manager.

2.18 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.

2.19 INVOICE SUBMISSION

Invoices shall 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 services shall be submitted within the first five (5) business days of each month for the work performed in the previous month. Invoices submitted more than thirty (30) calendar days late, will be reduced by 10% and will continue to be reduced every subsequent thirty (30) calendar days until submitted

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II 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 shall be submitted to the TO Manager for payment approval.

2.19.1 INVOICE FORMAT

- A) A proper invoice shall identify MDOT/OTTS, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) 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
ATTN: Lindwood Floyd
Bill Bryant
- C) 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.20 MBE PARTICIPATION REPORTS

This Sub-section is not applicable to this TORFP.

The remainder of this page is intentionally left blank.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall 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. See Section 1.3 for proposal submission instructions. The TO Proposal shall provide the following in order:

3.2.1 TO TECHNICAL 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 in the same order presented in Section 2, with cross references to Section 2 numbering.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Provide a staffing plan that describes all proposed personnel by labor category, including the resumes, and any certifications for personnel. Describe how optional resources (See Section 2.8) will be staffed in the event MDOT/OTTS needs such a resource.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

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

D) Offeror Compliance with Master Contractor Company Minimum Qualifications

Offeror will complete the following table to demonstrate compliance with the Master Contractor Minimum Requirements in Section 2.16.

Reference	Minimum Requirement	Evidence of Compliance
2.10.1	<u>The hot site / test site provider shall have a minimum of eight (8) years’ experience providing similar services as described in the TORFP scope of work</u>	Offeror will provide evidence of compliance in this cell.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed TO Contractor has completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the oral presentation, shall include a reference complete with the following
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference. (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) 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.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Contract or task order name,
 - b) The State contracting entity,
 - c) A brief description of the services/goods provided,
 - d) The dollar value of the contract,
 - e) The term of the contract,
 - f) Whether the contract was terminated prior to the specified original contract termination date,
 - g) Whether any available renewal option was not exercised,
 - h) The State employee contact person (name, title, telephone number and e-mail address).

Note - State of Maryland experience can be included as part of Section F2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) 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 TO FINANCIAL PROPOSAL

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

- B) Completed TO Financial Proposal - Attachment 1 including: Fixed Price/Time & Materials
 The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

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 TO Agreement 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 based on the required response in Section 3.2.1.A.1.
- Master Contractor and Subcontractor Experience and Capabilities in Section 3.2.1.E
- The plans for the Master contractor to staff the task order, including the skills and experience of proposed staff as listed in the Staffing Plan.
- The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.8.

4.3 SELECTION PROCEDURES

- 4.3.1** TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications 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.
- 4.3.2** TO Proposals deemed technically qualified will have their TO financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3** The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4** Qualified TO financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5** The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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, [Criminal Background Check Affidavit](#), and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400036

All Fixed Price and Time and Materials rates shall be fully loaded rates inclusive of all indirect costs such as overhead, profit, administrative costs, travel, etc. TO Contractor shall identify the CATS+ labor category for each type of resource anticipated in support of the Task Order.

All hours for Optional Time and Materials resources are solely for evaluation purposes. Actual Time and Material hours will be determined by actual work requested by MDOT for the duration of the Task Order Agreement.

		A	B	C
Year 1 Costs, June 1, 2014– May 31, 2015		Rate (Monthly)	Months	Total Proposed CATS + TORFP Price
Monthly Hot Site Cost (Fully Loaded) <i>(To include services and all associated labor costs)</i>		\$	12	\$
Optional Services (Time and Material)	CATS+ Labor Category	Rate (Hourly)	Number of Hours (for evaluation purposes only)	Total Proposed CATS + TORFP Price
Senior Computer Operator/Tape Hanger	<i>Insert CATS+ Labor Category</i>	\$	48	
MVS Computer Systems Programmer	<i>Insert CATS+ Labor Category</i>	\$	48	
Senior Network Engineer	<i>Insert CATS+ Labor Category</i>	\$	48	
TOTAL YEAR 1		\$		\$
Year 2 Costs, June 1, 2015– May 31, 2016		Rate (Monthly)	Months	Total Proposed CATS + TORFP Price
Monthly Hot Site Cost (Fully Loaded) <i>(To include services and all associated labor costs)</i>		\$	12	\$
Optional Services (Time and Material)	CATS+ Labor Category	Rate (Hourly)	Number of Hours (for evaluation purposes only)	Total Proposed CATS + TORFP Price
Senior Computer Operator/Tape Hanger	<i>Insert CATS+ Labor Category</i>	\$	48	\$
MVS Computer Systems Programmer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
Senior Network Engineer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
TOTAL YEAR 2		\$		\$
Year 3 Costs, June 1, 2016– May 31, 2017		Rate (Monthly)	Months	Total Proposed CATS + TORFP Price
Monthly Hot Site Cost (Fully Loaded) <i>(To include services and all associated labor costs)</i>		\$	12	\$

<i>and all associated labor costs)</i>				
Optional Services (Time and Material)	CATS+ Labor Category	Rate (Hourly)	Number of Hours (for evaluation purposes only)	Total Proposed CATS + TORFP Price
Senior Computer Operator/Tape Hanger	<i>Insert CATS+ Labor Category</i>	\$	48	\$
MVS Computer Systems Programmer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
Senior Network Engineer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
TOTAL YEAR 3				\$
Year 4 Costs, June 1, 2017– May 31, 2018		Rate (Monthly)	Months	Total Proposed CATS + TORFP Price
Monthly Hot Site Cost (Fully Loaded) <i>(To include services and all associated labor costs)</i>		\$	12	\$
Optional Services (Time and Material)	CATS+ Labor Category	Rate (Hourly)	Number of Hours (for evaluation purposes only)	Total Proposed CATS + TORFP Price
Senior Computer Operator/Tape Hanger	<i>Insert CATS+ Labor Category</i>	\$	48	\$
MVS Computer Systems Programmer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
Senior Network Engineer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
TOTAL YEAR 4		\$		\$
Year 5 Costs, June 1, 2018– May 31, 2019		Rate (Monthly)	Months	Total Proposed CATS + TORFP Price
Monthly Hot Site Cost (Fully Loaded) <i>(To include services and all associated labor costs)</i>		\$	12	\$
Optional Services (Time and Material)	CATS+ Labor Category	Rate (Hourly)	Number of Hours (for evaluation purposes only)	Total Proposed CATS + TORFP Price
Senior Computer Operator/Tape Hanger	<i>Insert CATS+ Labor Category</i>	\$	48	\$
MVS Computer Systems Programmer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
Senior Network Engineer	<i>Insert CATS+ Labor Category</i>	\$	48	\$
TOTAL YEAR 5		\$		\$
TOTAL AMOUNT YEARS 1-5			\$	

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. Price proposals are not to be altered in any way. All pricing shall be valid for 120 days.

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS+ TORFP # J01B3400036 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20**XX** 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 MDOT/OTTS, as identified in the CATS+ TORFP # J01B3400036.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B3400036, 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 **TO Procurement Officer**. 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 **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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. Exhibit B – TO Technical Proposal
 - d. Exhibit C – TO Financial Proposal

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [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

By: Thomas Hickey, Director of Procurement

Date

Witness: _____

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 4 - 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 4
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(Continued)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
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.)	
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 TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 5 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

No Pre-Proposal Conference will be held for this TORFP.

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 #J01B3400036 for IBM Mainframe and Network Disaster Recovery Site and Support Services. 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 _____. 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 Dave Devlin, Maryland Department of Transportation 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 THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its Maryland Department of Transportation, Office of Transportation Technology Services (MDOT/OTTS) (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 IBM Mainframe and Network Disaster Recovery Site and Support Services TORFP No. J01B3400036 dated _____, (the “TORFP”) issued under the Consulting and Technical Services Plus 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 _____ (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:

MDOT/OTTS:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A

**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:	
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 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 10 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705: (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 11 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (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