



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

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

CATS II TORFP #

J01B9200031

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

ISSUE DATE: November 15, 2010

SMALL BUSINESS RESERVE ONLY

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II 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 must submit a Master Contractor Feedback form. The form is accessible via your CATS II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	IBM Mainframe Disaster Recovery Services
FUNCTIONAL AREA:	FA6 - Systems Facilities Maintenance and Management
TORFP ISSUE DATE:	11/15/2010
Closing Date and Time:	12/14/2010 @ 2:00 PM
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 – Joy Abrams Telephone Number: 410-865-1130 Email Address: jabrams@mdot.state.md.us
TO Procurement Officer	Joy Abrams Office of Procurement Office Phone: 410-865-1130 Email: jabrams@mdot.state.md.us
TO Manager:	Gordon Ramsey - gramsey@mdot.state.md.us Office Phone: 410-768-7093 Fax: 410-424-3752
Project Number:	J01B9200031
TO Type:	Fixed price
Period of Performance:	(NTP) – May 31, 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	Yes
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:	N/A
TO Pre-Proposal Conference:	Tuesday, November 23, 2010 @ 1:00 PM-2:00 PM at MDOT Headquarters (See Attachment 5 for Directions)

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 Task Order 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 II 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 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 as two attachments in MS Word format. (2007 version or older) **Please note that the MDOT system has an 8 mb limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP # **J01B9200031**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **J01B9200031**Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **J01B9200031**Financial". The following proposal documents must 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 Category Personnel Resume Summary
- Attachment 6- Non-Disclosure Agreement (Offeror)
- Attachment 8 – Living Wage Affidavit of Agreement
- Attachment 9 – Small Business Contract Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors 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 TO Manager will notify Master Contractor of the time and place of oral presentations.

1.5 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 3 of 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential offerors to review at a reading room at the MDOT OTTS Data Center, One Orchard Road, Glen Burnie, MD 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror version) 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 (TO Contractor version) in the form of Attachment 7.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed five times the total TOA amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

1.9 SMALL BUSINESS RESERVE AFFADAVIT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and Procurement Article §14-501-14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Transportation Technology Services (OTTS) is issuing this CATS II TORFP. We are requesting that interested vendors propose 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 Maryland Department of Transportation, Office of Transportation Technology Services (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 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 (TBU's) 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, 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 configuration is defined further in this TORFP.

2.4 ROLES AND RESPONSIBILITIES

- 2.4.1** TO Contractor Manager shall act as liaison between the MDOT/OTTS 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 MDOT/OTTS 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.
- 2.4.2** 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.
- 2.4.3** 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.
- 2.4.4** The MDOT/OTTS TO Manager shall be responsible for arranging DR hot site tests in direct association with the TO Contractor Manager. The MDOT/OTTS 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 MDOT/OTTS 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.

- 2.4.5** 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.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology, hardware platforms and software products continuously change. The TO Contractor must 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 are the responsibility of the TO Contractor.

2.6 DR HOT SITE HARDWARE AND ENVIRONMENTAL REQUIREMENTS

The TO Contractor shall provide a remote disaster recovery 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:

2.6.1 CENTRAL PROCESSING COMPLEX

IBM z10 BC 2098-E10 Q02
450 MIPs or greater
z/OS, Version/Release 1.11
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 or equivalent IBM3274 Local Non-SNA functionality
- 3 OSA Express3 1000BASE cards (model 3367)
- 3 OSA Express3 GbE SX cards (model 3363)
- 3 OSA-ICC TN3270E sessions or equivalent IBM3279 Local NIP/MVS console functionality
- 4 OSA-ICC TN3270E sessions or equivalent IBM3279 Local TSO terminal functionality
- 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)
- 1 IBM 4245 Line Printers
- 10 Terabytes IBM 3390-MOD 1, 3, 9 and 27. Or equivalent
- 8 Tape drive storage robot (modular library system), StorageTek model SL8500 with VSM 5 Virtual Tape Unit. StorageTek type 9840D drives with encryption. Supporting virtual tape (VSM) on four drives with 1.5 TB cache and native mode (non virtual) on four drives.
- 6 STK 9490 Magnetic Cartridge Drives or compatible

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 critical applications.
- 2.7.2** The TO Contractor shall make their 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 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 mainframe.
 - 2. Local area networking environment for 10 PCs and two printers at hot site.
 - 3. The TO Contractor must 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 Contractors must provide expertise and assistance in the planning and implementation of a more comprehensive network recovery.
 - a. The TO Contractor must 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 may include options to acquire external resources between the hot site and MDOT Enterprise Network.
 - c. The TO Contractor shall be responsible for coordinating all planning and engineering efforts.
- 2.7.4** The TO Contractor shall provide an option to enable 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 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 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 (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.
- 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. Each PC must 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) must be color capable.

2.8 DR HOT SITE PERSONNEL REQUIREMENTS

- 2.8.1** The TO Contractor's assigned personnel will 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 (see Section 2.11 Service Level Agreements).
 - 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 must provide a project manager to oversee testing and situations regarding actual use of the hot site in emergency situations.
- 2.8.3** The TO Contractor must provide staff support with proven experience in VM and MVS systems configuration.
- 2.8.4** The TO Contractor must provide staff support with proven experience in local and wide area network systems.
- 2.8.5** The TO Contractor must provide staff support with proven experience in data and network security services.
- 2.8.6** The MDOT's Network Managed Services (NMS) Contractor will also assist MDOT and TO Contractor in planning and recovery efforts. The TO Contractor's personnel must work with MDOT's network Contractor.
- 2.8.7** The TO Contractor shall provide personnel for the mounting of magnetic tapes on drives during the DR tests or declared emergency, if needed optionally by MDOT.
- 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 shall provide experienced MVS 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 shall provide experienced network support engineers 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.
- 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.
- 2.9.6** The TO Contractor shall provide robust 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 must commit to working with the MDOT Data Center to develop and implement improved security.
- 2.9.7** 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.

2.10 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 must provide the MDOT Data Center with the flexibility to request changes in hardware, as required, with one month's written notice.

2.11 SERVICE LEVEL AGREEMENTS

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

A. DISASTER DECLARATION

1. The TO Contractor shall make their data center facility available to MDOT/OTTS within 3 hours of a declaration of an emergency (see Section 2.7 DR Operational Hot Site Requirements).
2. The TO Contractor shall provide **Phase I** network recovery connectivity within forty- eight (48) hours of the initial emergency declaration (see Section 2.7 DR Operational Hot Site Requirements).
3. The TO Contractor shall provide **Phase II** network recovery connectivity within seven (7) days of the initial emergency declaration (see Section 2.7 DR Operational Hot Site Requirements).

B. DISASTER TESTING

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

2.12 PERFORMANCE EVALUATION

TO Contractor personnel and facilities, for the purpose of DR testing or actual disaster recovery, will be evaluated by the TO Manager during and after each exercise in accordance with deliverables outlined elsewhere in this TORFP.

Performance issues identified by MDOT/OTTS are subject to the mitigation process described in Section 2.13 below.

2.13 PERFORMANCE PROBLEM MITIGATION

In the event MDOT/OTTS is not satisfied with the performance of the TO Contractor, 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.

2.14 SUBSTITUTION OF RESOURCES

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 must be approved by the TO Manager.

2.15 BACKUP / DISASTER RECOVERY

The TO Contractor shall have industry standard backup and recovery strategies in place in the event of a catastrophic failure of their data center. The TO Contractor shall provide alternate sites that MDOT can use for recovery. These sites should 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, than those specified in the financial proposal. Service Level Agreements 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.

2.16 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor will be responsible for keeping up-to-date technology at their sites that is compatible with MDOT's needs. These should be in perfect working order and not prone to failure due to age, lack of maintenance, negligence or any other avoidable circumstances.

2.17 DELIVERABLES

Deliverables	Acceptance Criteria
Hot site vendor contract	The TO Contractor shall provide MDOT with a contract allowing for all the services listed in this TORFP.
Alternate data center 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.
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.
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 declaration if necessary. All of these locations shall be capable of providing the services listed in technical requirements of this TORFP.
Pre-test status report	The TO Contractor shall provide a pre-test 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 15 days prior to a status meeting with the TO Contractor, hot site representatives and OTTS DR staff
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.
Schedule periodic 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.
Periodic 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 should 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.

2.18 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.

2.19 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 on all deliverables described herein. The TO 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.

2.20 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. Payment of invoices will be withheld if any required documentation is not 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 must be submitted to the TO Manager for payment approval.

2.21 INVOICE FORMAT

2.21.1 A proper invoice shall identify MDOT/OTTS, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

2.21.2 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: Tom Reed
Bill Bryant

2.21.3 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.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II 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 II 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 II TORFP. The TO Proposal shall provide the following sections in order:

3.3 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- 3.3.1** 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.
- 3.3.2** A detailed description of the Master Contractor's policies and procedures that describe how the MDOT Data Center would declare a disaster, how the Master Contractor deals effectively with mitigation of simultaneous and frivolous declarations, and how the Master Contractor will protect the MDOT Data Center's rights to avoid possible preemption by any other subscriber of the hot site.
- 3.3.3** A detailed description of the documented and proven testing methodology the Master Contractor shall follow in supporting MDOT's disaster recovery testing and disaster declaration and system recovery.
- 3.3.4** A detailed description of past experience in providing hot site support and application testing capabilities.
- 3.3.5** A detailed description of how MDOT's data will be protected while transiting the Master Contractor's communications network and while being processed at the Master Contractor's facilities.
- 3.3.6** Information about the various geographic locations available to MDOT to use as a hot site in the event of a disaster. The TO Contractor will state the distance of the proposed location(s) from MDOT's Glen Burnie Data Center.
- 3.3.7** Detailed information about the hot site being proposed including: location(s) and the environmental equipment in place (HVAC, generators, redundancy, etc.).
- 3.3.8** A detailed description of any assumptions formed by the Master Contractor in developing the technical proposal.
- 3.3.9** A detailed description of how the Master Contractor's personnel meet the requirements described in Section 2 of this proposal.
- 3.3.10** Identification of all proposed subcontractors, including MBEs (if applicable), and their full roles in the performance of this TORFP Scope of Work.
- 3.3.11** A detailed description of Master Contractor and Subcontractor Experience and Capabilities:

- A. Provide three examples of work assignments that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
1. Name of organization.
 2. Name, title, and telephone number of point-of-contact for the reference.
 3. Type and duration of contract(s) supporting the reference.
 4. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP. (MM/YY-MM/YY)
 5. Whether these services are still being provided and, if not, an explanation of why services are no longer provided to the client organization.
 6. 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. The State contracting entity,
 - b. A brief description of the services/goods provided,
 - c. The dollar value of the contract,
 - d. The term of the contract,
 - e. Whether the contract was terminated prior to the specified original contract termination date,
 - f. Whether any available renewal option was not exercised,
 - g. The State employee contact person (name, title, telephone number and e-mail address).

3.3.12 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.

3.4 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- 3.4.1** 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).
- 3.4.2** Completed Financial Proposal - Attachment 1 including:
- A. The Master Contractor's fixed monthly rate, fully loaded, that shall include all costs of providing MDOT with a recovery facility ("hot site") and associated services, as specified in this TORFP, in the event of disaster declaration and for the purposes of an annual test of MDOT's recovery procedures.
 - B. Total costs for disaster recovery activation must be clearly documented. These costs should not be included as part of the overall price in the financial submission if they are only chargeable at time of disaster declaration.
 - C. Optional hourly rate for a maximum of 48 hours per test for tape hangers/operators at the Contractor's facility if MDOT desires to acquire such services.
 - D. Optional hourly rate for a maximum of 48 hours per test for experienced MVS/VM mainframe system programming personnel at the Contractor's facility if MDOT desires to acquire such services.

- E. Optional hourly rate for a maximum of 48 hours per test for experienced network-engineering personnel at the Contractor's facility if MDOT desires to acquire such services.
- F. Complete description of any other associated costs or pricing considerations.

SECTION 4 - PROCEDURES 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 II TORFP. In making the TO award determination, MDOT/OTTS will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The technical criteria for evaluating a TO Proposal will be technical merit and completeness of the Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.3.

4.3 SELECTION PROCEDURES

- 4.3.1** TO Proposals will be assessed throughout the evaluation process for compliance with the requirements specified under Section 2, Scope of Work, and the quality of responses to Section 3.3 of the TORFP. Master Contractor proposals that fail to meet the minimum requirements as specified in this TORFP 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 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** Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4** 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, and by a Notice to Proceed authorized by the TO Manager.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # J01B9200031

Fixed Price Services (To include services and associated labor costs)	A	B
	Rate	Total Proposed CATS II TORFP Price
Year 1 Costs NTP thru 12-31-11		
Monthly Hot Site Cost (Fully Loaded)	\$	\$
Senior Computer Operator/Tape Hanger (optional) 48 Hours (Hourly rate)	\$	\$
Computer Systems Programmer (optional) 48 Hours (Hourly rate)	\$	\$
Senior Network Engineer (optional) 48 Hours (Hourly rate)	\$	\$
TOTAL YEAR 1	\$	\$
Year 2 Costs 01-01-12 – 12-31-12		
Monthly Hot Site Cost (Fully Loaded)	\$	\$
Senior Computer Operator/Tape Hanger (optional) 48 Hours (Hourly rate)	\$	\$
Computer Systems Programmer (optional) 48 Hours (Hourly rate)	\$	\$
Senior Network Engineer (optional) 48 Hours (Hourly rate)	\$	\$
TOTAL YEAR 2	\$	\$
Year 3 Costs 01-01-13 – 12-31-13		
Monthly Hot Site Cost (Fully Loaded)	\$	\$
Senior Computer Operator/Tape Hanger (optional) 48 Hours (Hourly rate)	\$	\$
Computer Systems Programmer (optional) 48 Hours (Hourly rate)	\$	\$
Senior Network Engineer (optional) 48 Hours (Hourly rate)	\$	\$
TOTAL YEAR 3	\$	\$
Period 4 Costs 01-01-14 – 05-31-14		
Monthly Hot Site Cost (Fully Loaded)	\$	\$
Senior Computer Operator/Tape Hanger (optional) 48 Hours (Hourly rate)	\$	\$
Computer Systems Programmer (optional) 48 Hours (Hourly rate)	\$	\$
Senior Network Engineer (optional) 48 Hours (Hourly rate)	\$	\$
TOTAL PERIOD 4	\$	\$

AUTHORIZED INDIVIDUAL NAME

TITLE

COMPANY NAME

COMPANY TAX ID#

DATE

SUBMIT WITH THE FINANCIAL RESPONSE

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 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 II 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 II 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 II 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.

[REDACTED]

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Transportation – Office of Transportation Technology Services

By: Joy Abrams, TO Procurement Officer

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 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 4- LABOR CATEGORY PERSONNEL RESUME SUMMARY

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

ATTACHMENT 5 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Directions to Maryland Department of Transportation Headquarters

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

ATTACHMENT 6 - Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, 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 II TORFP #ADPICS PO for TORFP Title. 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 _____, 200___, 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 **TORFP Title** TORFP No. **ADPICS PO** dated _____, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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

ATTACHMENT 8 – 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 9 - SMALL BUSINESS CONTRACT AFFIDAVIT

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

The business is independently owned and operated;

- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

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

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