

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

**TECHNICAL OPERATIONAL  
STORAGE AREA NETWORK (SAN)  
PROFESSIONAL SERVICES**

CATS+ TORFP # E00B6400071



Comptroller of Maryland (COM)

Issue Date: April 22, 2016

## KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	Technical Operational SAN Professional Services
Solicitation Number (TORFP #):	E00B6400071
Functional Area:	Functional Area 6 Systems/Facilities Management and Maintenance.
Issue Date:	04/22/ 2016
Questions Due Date and Time:	05/13/ 2016 at 2:00 PM Local Time
Closing Date and Time:	05/ 20/2016 at 10:00 AM Local Time
TO Requesting Agency:	Comptroller of Maryland (COM)
Send Proposals to:	Comptroller of Maryland 80 Calvert Street, Room 215 Annapolis, MD 21404-0466 Attention: Michael E. Balderson
Send Questions to (e-mail only)	mbalderson@comp.state.md.us
TO Procurement Officer:	Michael E. Balderson Office Phone Number: 410-260-6330 Office Fax Number: 410-974-2737
TO Manager:	Donald Sydnor Office Phone Number: 410-260-7994 e-mail address: dsydnor@comp.state.md.us
TO Type:	Time and materials.
Period of Performance:	Three (3) year base period and Two (2) one-year option periods
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's location and 80 Carroll Street, Annapolis, MD 21404
TO Pre-proposal Conference:	Comptroller of Maryland 108 Carroll Street, Room 407A Annapolis, MD 21404-0466 May 5, 2016 at 10:00 AM Local Time See Attachment 6 for directions.

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# 1 ADMINISTRATIVE INFORMATION

## 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

## 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management. The TO Contractor will provide invoices as specified under Section 3.10 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offertory’s TO Technical Proposal. Key Personnel may be identified after TO award.

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

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

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

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

All Offeror and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives in the form of oral presentations. 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 TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3.

### **1.6 QUESTIONS**

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

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

### **1.7 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process. The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP. In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating

your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

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

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

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

### **1.9 LIMITATION OF LIABILITY**

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

### **1.10 CHANGE ORDERS**

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

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel and other costs shall not be reimbursed.

### **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

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

### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

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



**1.14 NON-DISCLOSURE AGREEMENT**

**1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

The TO Contractor, employees and agents who access the SAN will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

The TO Contractor, and TO Contractor Personnel who access the SAN will be required to sign a Certificate of Confidentiality for Contractors of the COM in the form of Attachment 10A.

**1.15 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

**1.16 IRANIAN NON-INVESTMENT**

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

**1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active Tos for operations and maintenance services valued at \$1 million or greater, but all CATS+ Tos are subject to review.

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

**1.18 DEFINITIONS**

Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data



Comptroller (COM)	The agency requesting services under this TORFP
End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this Task Order
Handle	(As relates to data) Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Letter of Authorization	A document issued by the manufacturer or distributor authorizing the Offeror to sell and/or provide services for the manufacturer's product line
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

	(i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
System	All services and activities necessary to fully support the Storage Area Network (SAN) as an Information System, described as services and/or products in this TORFP, to include all related hardware and software, and internal policies, processes and procedures. This definition of System includes all System Source Materials developed as a result of this Task Order.
System Availability	The period of time the System will work as required including non-operational periods associated with reliability,

	<p>maintenance, and logistics.</p>
System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to:</p> <ul style="list-style-type: none"> <li>a) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.</li> <li>b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.</li> <li>c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.</li> <li>d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.</li> <li>e) A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</li> <li>f) All associated user instructions and/or training materials for business users and technical staff</li> </ul>
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offertory's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offertory's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals

Upgrade	A new release of any COTS component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

### 1.19 TO AGREEMENT DURATION

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

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## 2 COMPANY AND PERSONNEL QUALIFICATIONS

### 2.1 MINIMUM QUALIFICATIONS

#### 2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

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

The Master Contractor's proposal shall make obvious that it meets the following minimum requirements:

- A) At least five (5) years of verifiable experience providing SAN support services to U.S. based commercial or government entities with at least 2,000 end-users. In addition, the engagement(s) must meet the following criteria:
  - a) Each engagement must have lasted at least a year
  - b) All engagements must have been within the last five (5) years.
- B) A minimum of three (3) years' experience provisioning, administering and troubleshooting Sun and /or IBM storage systems
- C) Provided remote and local on-site SAN administration on a previous engagement.

### 2.2 OFFEROR'S PREFERRED QUALIFICATIONS

Offerors with the following qualifications will be ranked higher as part of the technical proposal.

- A. Companies with at least three (3) years' experience provisioning, administering and troubleshooting in the following Sun and IBM storage systems will be evaluated higher:
  - 1. Sun6140
  - 2. DS8100
  - 3. Sun6180
  - 4. IBM V7000
  - 5. IBM XIV
  - 6. Brocade Switches
- B. Companies with at three (3) years' experience providing SAN related Subject Matter Expertise in the following areas will be evaluated higher:
  - 1. Operational SAN support
  - 2. Troubleshooting hybrid SAN environments with specific experience in IBM XIV storage systems
  - 3. Zoning
  - 4. Storage provisioning

5. Replication enablement and troubleshooting
  6. Disaster Recovery Support
  7. Patch Management
  8. Performance monitoring and tuning.
- C. Five (5) or more years' experience in the following:
1. Designing and implementing heterogeneous SAN & File Server solutions, tool sets and related services, such as site to site replication and snapshots ;
  2. Knowledge of block-based protocols (iSCSI, FC, and FCOE) and file-based protocols (CIFS and NFS);
  3. Experience working with SAN fabric solutions from leading vendors like IBM and Sun;
  4. Knowledge of Hyper-V environments to include storage leveraging and overall best practices.
  5. Demonstrated ability to troubleshoot and resolve storage replication traffic problems;
  6. Demonstrated ability to troubleshoot components of SAN fabric, storage sub-systems (arrays) including File Servers;
  7. Demonstrated ability to write and update concise and logical technical documentation, including, but not limited to; diagrams, charts, specifications and design models; and
  8. Demonstrated ability to make and implement strategic hardware and software recommendations.

### 3 SCOPE OF WORK

#### 3.1 PURPOSE

The COM is issuing this CATS+ TORFP to obtain Technical Operational SAN Storage Professional Services in accordance with the scope of work described in this Section 3. The COM is seeking to procure a professional IT services company to augment our staff by providing targeted technical administrative support of our storage systems and SAN. Day-to-day operations will be conducted by COM staff. The desired targeted technical support will be performed remotely and on-site as the situation allows in our Annapolis and Baltimore Data Centers.

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

#### 3.2 REQUESTING AGENCY BACKGROUND

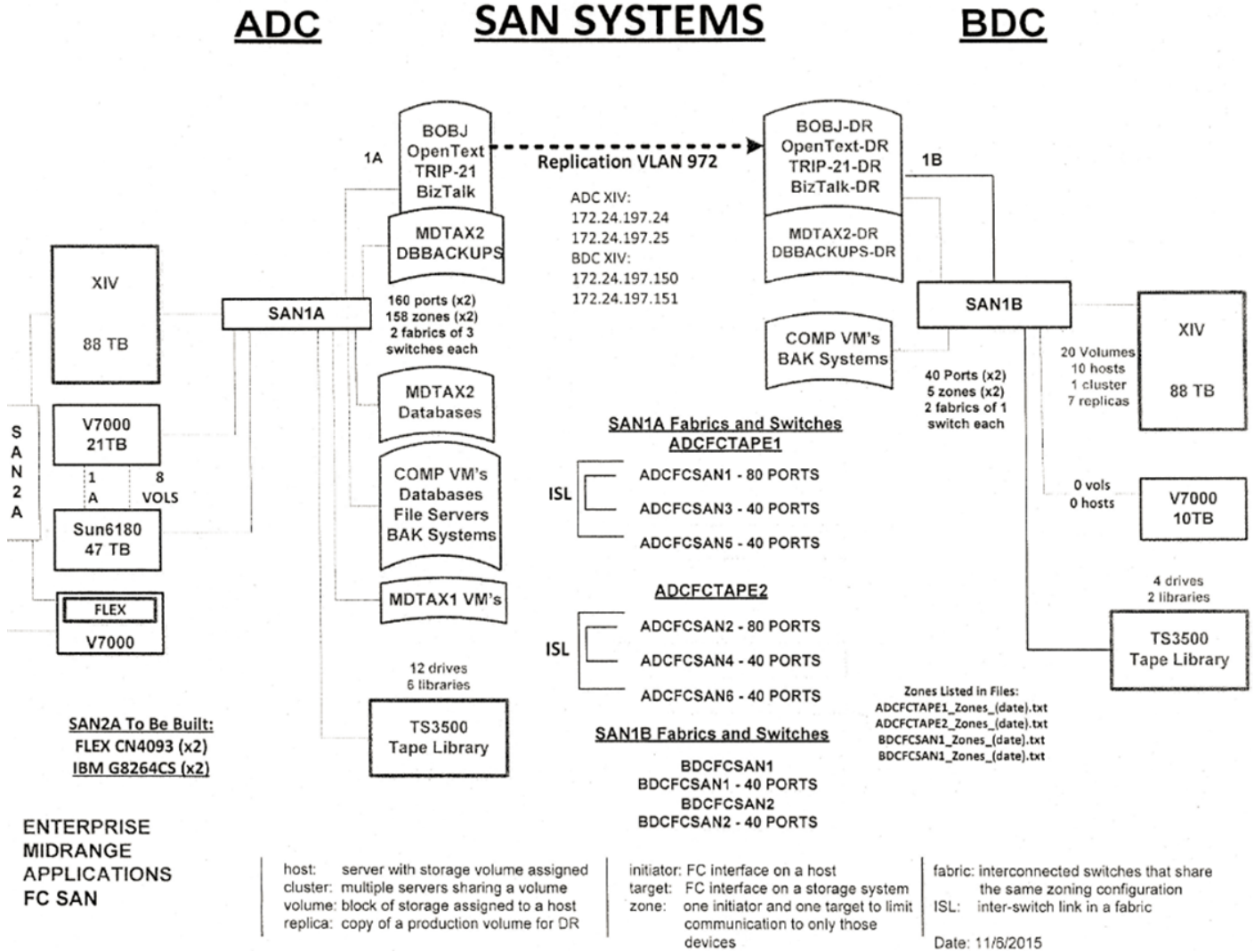
The COM provides revenue services to millions of individuals, businesses, and organizations each year. The Information Technology Division (ITD) supports 1200-1400 end users (internal, seasonal, contractual and third party service providers) located on site and remotely, 68 state agencies who leverage our mainframe and supports the payroll system for the entire State is process via the Annapolis Data Center (ADC).

The IT infrastructure is a complex environment composed of two data centers (Annapolis and Baltimore), 9 field offices, an IBM mainframe, 350+ windows and Linux servers, a SAN with a 254 terabyte capacity, 190 network devices, 1800 desktops and related peripheral devices, 128 custom web applications, and telecommunications equipment that support a variety of software systems and developed applications. The infrastructure has enabled the COM to process information electronically, using technologies such as, imaging and forms processing, file transfers, and interactive on-line web applications. Electronic filing through professional tax preparers and web applications made it possible to process returns and greatly reduce the need for submission of paper forms.



### 3.3 EXISTING SYSTEM DESCRIPTION

COM's high level architecture of the storage systems is illustrated below.



### 3.4 PROFESSIONAL DEVELOPMENT

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

### 3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

### **3.6 REQUIREMENTS**

#### **3.6.1 TRANSITION-IN REQUIREMENTS**

The TO Contractor shall schedule and participate in a Kickoff meeting at the Office of the Comptroller of Maryland.

The TO Contractor shall provide, as part of the TO Proposal response a Transition-In Plan that indicates the steps it intends to perform in order for to begin work.

#### **3.6.2 TRANSITION-OUT REQUIREMENTS**

60 days prior to the end of the TO the TO Contractor shall participate in a Transition-Out meeting to plan the transition. The TO Contractor shall develop a transition-out plan that outlines how the TO Contractor will transition responsibilities to either COM staff or a different contractor.

Prior to the end of the TO the TO Contractor shall provide updated versions of all documentation developed during the TO period of performance.

#### **3.6.3 TO CONTRACTOR RESPONSIBILITIES**

The TO Contractor shall provide resources to provide day-to- day administration and operation of COM's storage systems and SAN to include:

- A. Targeted technical administrative support by either securely connecting to systems remotely via COM approved methods or through on premise support to include:
  - 1. Providing administration, maintenance, and operational support of the SAN
  - 2. Performing problem determination and resolution of all SAN-related issues
  - 3. Responding to SAN-related help desk tickets when escalated to the TO Contractor
  - 4. Managing SAN zoning for device load balancing and for data access control
  - 5. Monitoring storage performance to prevent performance bottlenecks as well as to ensure best resource utilization and optimum performance
  - 6. Planning, coordinating, upgrading and installing components of the SAN as needed to include software upgrades/patching, hardware, and code upgrades
  - 7. Configuring, implementing, trouble shooting and maintaining backup and restore, disaster recovery, storage consolidation, replication and data protection
- B. Reviewing findings from recent assessments and making implementation recommendations
- C. Developing a long term performance planning and capacity roadmap
- D. Developing and documenting operational procedures

- E. Participate in monthly status meetings to include providing a monthly status report
- F. Provide daily administration, maintenance, and operational support of the SAN
- G. Perform problem determination and resolution of all SAN-related issues
- H. Respond to SAN-related help desk tickets when escalated to the TO Contractor
- I. Manage SAN zoning for device load balancing and for data access control
- J. Provision storage based on standardized procedures according to storage vendor best practices to facilitate existing applications’ growth, database growth and establishment of new projects
- K. Planning, coordinating, upgrading and installing components of the SAN as needed to include software upgrades/patching, hardware, and code upgrades
- L. Configuring, implementing, trouble shooting and maintaining backup and restore, disaster recovery, storage consolidation, replication and data protection
- M. Review findings from recent assessments and make implementation recommendations
- N. Support the development of a long term performance planning and capacity roadmap
- O. Develop a Transition-Out Plan
- P. The Contractor shall be available to provide 24x7x365 technical support with a minimum one hour on-site and remote response time for SERVICE LEVEL AGREEMENT (SLA) High Service Priority Problems.COM is extremely concerned about response time. Offer should provide details on how this will be fulfilled.

**3.6.4 SERVICE LEVEL AGREEMENT (SLA)**

The TO Contractor is expect to meet the SLAs described below.

3.6.4.1 Service Level Reporting

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. The TO Manager or designee will monitor and review TO Contractor performance standards on a monthly basis, based on TO Contractor-provided reports for this Task Order. The TO Contractor shall provide a monthly summary report for SLA performance as part of a monthly status report to the TO Manager.

If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

3.6.4.2 Service Level Measurements Table

The TO Contractor shall comply with the service level measurements in the following table. Both on-site and remote access support are anticipated:

No.	Service Requirement	Measurement	Service Level Agreement
1	Problem Response Time – High	Average Response Time for Critical Problems.	98% < 1 hour
2	Problem Response Time - Medium	Average Response Time for Normal Problems	98% < 4 hours
3	Problem Response Time – Low Priority	Average Response Time for Low Priority Problems	98% < 24 hours
4	Problem Resolution	Resolution Time for each Critical Problems	98% < 4 hours

	Time - High		
5	Problem Resolution Time - Medium	Resolution Time for each Normal Problems	98% < 24 hours
6	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours
7	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The TO Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	<6 hours each month
8	Security Incident Reporting	Security incident reporting requirement is immediately after discovery	Immediately after discovery

\*Business hours for COM are 8-5pm Monday-Friday.

3.6.4.3 Problem Response Definitions and Times

- A. The TO Contractor shall meet the Problem response time and resolution requirements.
- B. The TO Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
High	Less than 1 hour	Within 4 hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible  Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users  Affects high profile users (i.e. executive management)
Medium	Within 4 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified  Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 24 hours	Within 3 days (72 hours) after first report. If the outage is not	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified  Often a request for	Affects a number of users or have the potential to affect a number of users.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
		resolved a resolution plan must be in place.		service with ample lead time.	
Information Security Incident	Immediately upon discovery	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	24 hours per day, seven days per week	All Information Security incidents are considered critical until an assessment is made by COM	Affects a number of users or have the potential to affect a number of users.

**3.6.5 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**3.7 PERFORMANCE AND PERSONNEL**

**3.7.1 WORK HOURS**

- A. Business Hours Support: The TO Contractor shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by COM. TO Contractor may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- B. Non-Business Hours Support: After hours support may be necessary to respond to IT emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. Vacation Hours: Due to the services based nature of this TO it is expected that the TO Contractor shall have sufficient personnel to ensure vacations do not impact the execution of the work under this task order.

**3.7.2 PERSONNEL**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or COM, Contract, or Task Order requirement.

- B. The TO Contractor shall describe, in the proposal response, how it will ensure a consistent level of support and a level of personnel continuity such that the TO Contractor is not continuously assigning new personnel to the TO.

### **3.7.3 PREMISES AND OPERATIONAL SECURITY**

- A) Within thirty (30) days after NTP, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to COM from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. COM reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that COM determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. COM reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
- H) TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) within 30 days of notice to proceed.

### **3.7.4 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE**

COM will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete on-site work. The TO Contractor will provide all necessary office space, network connectivity and required workstation hardware/software necessary for remote work under this Task Order.



### **3.8 DELIVERABLES**

#### **3.8.1 DELIVERABLE SUBMISSION**

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. Deliverables shall be provided in both paper and electronic formats.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

#### **3.8.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10 Invoicing.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

#### **3.8.3 MINIMUM DELIVERABLE QUALITY**

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:



- 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) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
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ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Monthly Status Reports	<p>The TO Contractor shall provide a monthly progress report after the end of the prior month. At a minimum, the monthly progress report shall contain:</p> <ul style="list-style-type: none"> <li>• TO Agreement number,</li> <li>• Work accomplished during the month;</li> <li>• SAN Health and Status</li> <li>• Issues (log of identified issues with status and root cause analysis);</li> <li>• SLA response statistics</li> <li>• COM Help desk ticket response summary</li> <li>• Deliverables (submitted, due, overdue, approval status, and payment status);</li> <li>• Staffing (planned labor hours and actual labor hours per resource);</li> <li>• Project risks (including mitigation status);</li> <li>• Planned activities for the next reporting period; and</li> <li>• An accounting report for the current reporting period</li> </ul> <p>Format: Microsoft Word or PowerPoint</p>	<p>Initial Delivery: 10 Business Days after prior month's end Updates: Monthly</p>
3.8.4.2	Transition-Out Plan	Microsoft Office following COM format	30 days prior to end of TO

### 3.9 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.10 INVOICING

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

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

#### 3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "COM" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.

- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
  - 1) To be considered a proper T&M invoice (for Task Order requirements) the TO Contractor shall include with the signed invoice a signed timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: ITINVOICES@COMP.STATE.MD.US with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

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

**3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE**

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for SAN Professional Services"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that Period
- D) Signature and date lines for the TO Manager

### **3.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.12 SOC TYPE II AUDIT**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.13 INSURANCE**

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

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

#### **3.13.1 CYBER SECURITY / DATA BREACH INSURANCE**

The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.

### **3.14 SECURITY REQUIREMENTS**

All TO Contractor Personnel supporting this TO are subject to the same security requirements as COM employees. This includes following all laws and regulations found in the following:

- a. Maryland Tax-General Article, 13-201, 202, 203, 204, 205, 206 and 1018
- b. Maryland Criminal Law Article, 7-302 and 8-606
- c. 44 Opinions of the Attorney General 350 (1959)
- d. Internal Revenue Service Publication 1075
- e. Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

In addition, all TO Contractor Personnel supporting this TO are required to sign the certificate of confidentiality in the form of Attachment 18.

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

### 3.15 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The COM shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the COM's election. The COM shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with COM or COM's designated auditor and shall provide the necessary assistance for COM or COM's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to COM. TO Contractor and/or Subcontractors shall insure COM has the right to audit with subcontractor(s).

### 3.16 INCIDENT RESPONSE

All TO Contractor Personnel are must follow both the Information Security incident reporting requirement as outlined in the SLAs AND the policy and procedures outline in the Information Security Response Plan, see Attachment 19.

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## 4 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 4.1 REQUIRED RESPONSE

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

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

### 4.2 SUBMISSION

#### 4.2.1.1 TO Proposal Volume Packaging

Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies.

Unless the resulting package will be too unwieldy, the State's preference is for the four (4) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of TO Proposals and including a label bearing:

- A. The TORFP title and number,
- B. Name and address of the Offeror, and
- C. Closing date and time for receipt of TO Proposals

#### 4.2.1.2 Electronic Version of TO Proposal

An electronic version of the TO Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original TO Technical Proposal.

An electronic version of the TO Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater) must be enclosed with the original TO Financial Proposal and also one version in searchable Adobe PDF format. **Provide no pricing information on the media submitted in the TO Technical Proposal (Volume 1).** Include pricing information only in the TO Financial Proposal media (Volume II).

Electronic media (CD, DVD) must be labeled on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

#### 4.2.1.3 TO Proposal Numbering

All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

#### 4.2.1.4 Delivery Requirements

- A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, COM recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by COM. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

### 4.3 SUMMARY OF ATTACHMENTS

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

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

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

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

- A. Attachment 1 Price Sheet – Signed PDF

### 4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 4.4.1 TO TECHNICAL PROPOSAL

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

##### A) Proposed Services

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

##### B) Compliance with Offeror's Company Minimum Qualifications



Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.1.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.1	A) At least five (5) years of verifiable experience providing SAN support services to U.S. based commercial or government entities with at least 2,000 end-users. In addition, the engagement(s) must meet the following criteria: <ul style="list-style-type: none"> <li>a) Each engagement must have lasted at least a year</li> <li>b) All engagements must have been within the last Five (5) years.</li> </ul>	Offeror evidence of compliance here. At a minimum: Name of Company, address, point of contact, telephone number, email address, details regarding engagement
2.1.1	B) A minimum of three (3) years’ experience provisioning, administering and troubleshooting Sun or IBM storage systems	Offeror evidence of compliance here. At a minimum: Name of Company, address, point of contact, telephone number, email address, details regarding engagement
2.1.1	C) Provided remote and local on-site SAN administration on a previous engagement.	Offeror evidence of compliance here. At a minimum: Name of Company, address, point of contact, telephone number, email address, details regarding engagement.
Reference	Offeror Company Preferred Qualifications	Evidence of Compliance
2.2	A. Three (3) years’ experience provisioning, administering and troubleshooting in each of the following Sun and /or IBM storage systems: <ul style="list-style-type: none"> <li>1. Sun6140</li> <li>2. DS8100</li> <li>3. Sun6180</li> <li>4. IBM V7000</li> <li>5. IBM XIV</li> <li>6. Brocade Switches</li> </ul>	Offeror evidence of compliance here. At a minimum: Name of Company, address, point of contact, telephone number, email address, details regarding engagement

<p>2.2</p>	<p>B. Companies with three (3) years' experience providing SAN related Subject Matter Expertise in each of the following areas will be evaluated higher.:</p> <ol style="list-style-type: none"> <li>2. Operational SAN support</li> <li>3. Troubleshooting hybrid SAN environments with specific experience in IBM XIV storage systems</li> <li>4. Zoning</li> <li>5. Storage provisioning</li> <li>6. Replication enablement and troubleshooting</li> <li>7. Disaster Recovery Support</li> <li>8. Patch Management</li> <li>9. Performance monitoring and tuning.</li> </ol>	<p>Offeror evidence of compliance here. At a minimum: Name of Company, address, point of contact, telephone number, email address, details regarding engagement</p>
<p>2.2</p>	<p>C. Five (5) or more years' experience in the following:</p> <ol style="list-style-type: none"> <li>1. Designing and implementing heterogeneous SAN &amp; File Server solutions, tool sets and related services, such as site to site replication and snapshots ;</li> <li>2. Knowledge of block-based protocols (iSCSI, FC, and FCOE) and file-based protocols (CIFS and NFS);</li> <li>3. Experience working with SAN fabric solutions from leading vendors like IBM and Sun;</li> <li>4. Knowledge of Hyper-V environments to include storage leveraging and overall best</li> <li>5. Demonstrated ability to troubleshoot and resolve</li> </ol>	<p>Offeror evidence of compliance here. At a minimum: Name of Company, address, point of contact, telephone number, email address, details regarding engagement</p>

	<p>storage replication traffic problems;</p> <p>6. Demonstrated ability to troubleshoot components of SAN fabric, storage sub-systems (arrays) including File Servers;</p> <p>7. Demonstrated ability to write and update concise and logical technical documentation, including, but not limited to; diagrams, charts, specifications and design models; and</p> <p>8. Demonstrated ability to make and implement strategic hardware and software recommendations.</p>	
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D) Corporate TORFP Staffing Capabilities.

The Offeror shall:

- 1) Propose the labor categories necessary to meet the TORFP requirements.
- 2) Provide a rationale for the selection of each labor category skillset with examples of the work to be performed.
- 3) Describe the depth of personnel in each proposed labor category currently available to perform work on this TO.
- 4) Describe how it will ensure a consistent level of support and a level of personnel continuity such that the TO Contractor is not continuously assigning new personnel to the TO.

E) MBE, SBE Participation and VSBE Participation

NO MBE, SBE, or VSBE forms are required for this TORFP.

F) Subcontractors

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

G) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

H) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 3 - Scope of Work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

I) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

J) Confidentiality

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

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

K) Proposed Facility

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

**4.4.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D) Prices shall be valid for 120 days.

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## 5 TASK ORDER AWARD PROCESS

### 5.1 OVERVIEW

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

### 5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- C) The capability of the Master Contractor to provide personnel resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3.

### 5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For all TO Proposals deemed technically qualified, Oral Presentations of the Master Contractor will be performed.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial oral presentations whether subsequent rounds of oral presentations are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:

- a) An initial oral presentation will be performed for all proposals meeting minimum requirements.
  - b) A technical ranking will be performed for all proposals based on initial the oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and oral presentation results.
  - c) The top ten (10) proposals identified by the technical ranking will be notified of additional oral presentations. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order,
- d. Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample), and
- e. a Criminal Background Check Affidavit within 30 days
- f. Certificate of Confidentiality for Contractor of the Comptroller of Maryland within 30 days

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## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Not Applicable	N/A
Attachment 6	Pre-Proposal Conference Directions	Applicable	N/A
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Not Applicable	N/A
Attachment 17	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 18	Certificate of Confidentiality for Contractor of the Comptroller of Maryland	Applicable	Do Not Submit with Proposal
Attachment 19	Security Incident Response Plan	Applicable	Do Not Submit with Proposal

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



**ATTACHMENT 1 PRICE SHEET**

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # E00B6400071

The Master Contractor is to determine the labor categories use to meet the requirements. Place the labor category names in Column A. COM anticipates one labor category will constitute a more senior skill set to resolve highly technical issues. Hours for this more senior labor category are broken out at 160 per year. The total class hours (Column C) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation. A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

CATS+ Labor Categories to be proposed by Master Contractor (A)	Hourly Labor Rate (B)	Total Class Hours (C)	Extended Price (D)
	\$	160	\$
	\$	640	\$
<b>Evaluated Price Year 1</b>			<b>\$</b>
	\$	160	\$
	\$	640	\$
<b>Evaluated Price Year 2</b>			<b>\$</b>
	\$	160	\$
	\$	640	\$
<b>Evaluated Price Year 3</b>			<b>\$</b>
	\$	160	\$
	\$	640	\$
<b>Evaluated Price Year 4</b>			<b>\$</b>
	\$	160	\$
	\$	640	\$
<b>Evaluated Price Year 5</b>			<b>\$</b>
<b>Total Evaluated Price (Years 1 – 5)</b>			<b>\$</b>

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

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

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# E00B6400071 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2016 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Comptroller of Maryland (COM).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means Comptroller of Maryland, as identified in the CATS+ TORFP # E00B6400071
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # E00B6400071, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Michael E. Balderson. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between COM and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means <<TO Manager Name>>. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal
    - d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on 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 \$ \_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to ITINVOICES@COMP.STATE.MD.US and the Agency TO Manager.
- 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, COM

\_\_\_\_\_  
By: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

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

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



## **ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

Detailed directions and parking instructions can be found at:

[http://comptroller.marylandtaxes.com/Public\\_Services/Career\\_Information/Static\\_Files/DP\\_ANNP10.pdf](http://comptroller.marylandtaxes.com/Public_Services/Career_Information/Static_Files/DP_ANNP10.pdf)

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): E00B6400071

Dear TO Contractor Contact:

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

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

Sincerely,

Michael E. Balderson

Task Order Procurement Officer

Enclosures (2)

cc: <<TO Manager Name>>, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

## ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Comptroller of Maryland, COM, (the “COM”), 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 SAN Professional Services TORFP No. E00B6400071 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the COM, Project Number 060B2490023; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

**TO Contractor/TO Contractor’s Personnel:**                      <<TO REQUESTING AGENCY ACRONYM>>:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE**  
**CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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



**ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
 Name of Contractor \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**ATTACHMENT 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

The VSBE participation goal for this solicitation is 0%.

**ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

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

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

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

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

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

**ATTACHMENT 16 SAMPLE WORK ORDER**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



**ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

I hereby affirm that the \_\_\_\_\_(Master Contractor)\_\_\_\_\_ has provided Comptroller of Maryland with a summary of the security clearance results for all of the candidates that will be working on Task Order SAN Professional Services E00B6400071 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Submit within 30 days of NTP**

**ATTACHMENT 18 CERTIFICATE OF CONFIDENTIALITY FOR CONTRACTOR OF THE COMPTROLLER OF MARYLAND**

**Part 1:** I understand that under federal and Maryland state law it is illegal for me:

- To disclose any information from *any* tax return, report, or document filed with *any* division of the Comptroller’s Office;
- To willfully and without authorization alter, deface, destroy, remove, or conceal any public records; and
- To willfully and without authorization access *any* part of any computer system in the Comptroller’s Office.

I will not examine any return, report, or document filed with the Comptroller unless a member of the Comptroller's project management staff directs me to do so, and then I will only examine those documents assigned to me.

I will hold any and all information I see in the strictest of confidence. I will not use it against any taxpayer for any personal reason nor will I use it to obtain special treatment or favors from any taxpayer.

I understand that the comptroller has the authority to adopt this certificate of confidentiality to carry out his administrative duties and that I must abide by its provisions during as well as after the conclusion of my contract with the Comptroller's Office.

I understand that if I violate any of these provisions, I will be subject to criminal prosecution and to disciplinary action under the law and the regulations.

The issue of confidentiality of tax data is addressed in:

- Maryland Tax-General Article, §13-201, 202, 203, 204, 205, 206 and 1018
- Maryland Criminal Law Article, §7-3 02 and 8-606
- *44 Opinions of Attorney General 350 (1959)*
- Internal Revenue Service Publication 1075
- Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

**Part 2:** Have you had any criminal convictions other than minor traffic violations?  No  Yes

If yes, explain: \_\_\_\_\_

**Part 3:** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_

**ATTACHMENT 19 INFORMATION SECURITY RESPONSE PLAN**

Provided under separate cover.