



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

Mainframe Disaster Recovery (DR) Site

CATS+ TORFP #
Q00B4400146

Department of Public Safety and Correctional Services (DPSCS)
Information Technology and Communications Division (ITCD)

ISSUE DATE: April 1, 2014

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services+ (CATS+) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Mainframe Disaster Recovery Site
Functional Area:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP Issue Date:	4/1/2014
Question Due Date and Time:	4/15/2014 at 2:00 PM Local Time
Closing Date and Time:	4/22/2014 at 2:00 PM Local Time
TORFP Requesting Agency:	Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD)
Send Questions and Proposals to:	Guy A. Werner, CPPB gwerner2@dpscs.state.md.us
TO Procurement Officer:	Guy A. Werner, CPPB Office Phone Number: 410.585.3108 Office FAX Number: 410.358.8671
TO Manager:	Kevin Combs Office Phone Number: 410.585.3102 Office FAX Number: 410.653.4529 kcombs@dpscs.state.md.us
TO Project Number:	Q00B4400146
TO Type:	Fixed price
Period of Performance:	5 years from Notice to Proceed (NTP).
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Work will be performed at the TO Contractor's facility with the exception of meetings/tasks that requires ITCD staff participation. These will be held primarily at the DPSCS/ITCD - 6776 Reisterstown Road, Suite 209, Baltimore, MD 21215
TO Pre-proposal Conference:	DPSCS/ITCD 6776 Reisterstown Road Conference Room - Suite #200 4/10/2014 at 1:00 PM Local Time (See Attachment 6 for directions.)

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format (version 2007 and later). The "subject" line in the e-mail submission shall state the TORFP # Q00B4400146. The first file shall be the TO Technical Proposal for this TORFP and titled, "CATS+ TORFP # Q00B4400146 Technical." The second file shall be the TO Financial Proposal for this CATS+ TORFP and titled, "CATS+ TORFP # Q00B4400146 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 - Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 - Living Wage Affidavit of Agreement
- Attachment 14 - Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS

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

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement 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 Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in

the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Procurement, 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.9 QUESTIONS

All questions must be submitted via email 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.

1.10 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 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.

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 need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO 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.

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.

1.11 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptance 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.

1.12 TRAVEL REIMBURSEMENT

No travel expenses shall be reimbursed.

1.13 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. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.14 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 14 of this TORFP.

1.15 MINORITY BUSINESS ENTERPRISE (MBE)

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

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD) is issuing this CATS+ TORFP to select a TO Contractor to provide a Hot Site Vendor agreement for both disaster recovery testing on a twice-annual basis and for use in the event of an actual disaster at the ITCD Data Center site.

The contract resulting from this TORFP is for the purpose of providing Mainframe Disaster Recovery (DR) Services, on a fixed price basis, to restore all data processing services to the Criminal Justice Information System (CJIS). Equipment support under this contract is listed in the equipment list under Section 2.4.2.1. This project will allow for the planning and implementation of a DR Hot Site for the CJIS.

DPSCS ITCD intends to award this TO to one (1) Master Contractor that proposes a solution that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The DPSCS, ITCD provides systems operations support for numerous departmental information systems, as well as networking interfaces for many national, state, and local criminal justice agencies; and Systems Applications support, which provides the programming necessary to maintain and develop the variety of criminal justice and management information systems needed by departmental and other criminal justice users. ITCD provides Mainframe and Network support at the Enterprise level. Additionally, support is provided for a variety of PC and web-based applications.

2.3 ROLES AND RESPONSIBILITIES

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

The TO Contractor Manager will manage and coordinate all TO Contractor activities required by this TORFP. The TO Contractor Manager will oversee the activities and performance of the TO Contractor support personnel provided by the Master Contractor in support of this project. A TO Contractor primary point of contact for the project shall be identified by the TO Contractor.

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

2.4 REQUIREMENTS

2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS

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

ID #	Functional / Business Requirements: Recurring Duties Daily/Weekly/Monthly Duties – Fixed Price Based	Associated Deliverable ID # From Section 2.5.4 Below (If Applicable)
2.4.1.1	The DPSCS ITCD DR TO Manager, or his designee, shall coordinate all testing schedules with the Hot Site Vendor through the Point of Contact (POC). Any questions or concerns shall be handled through the POC also.	Not applicable
2.4.1.2	The POC shall arrange a twice-annual status meeting with the Hot Site Vendor representative, DPSCS DR Team and Executive management to provide status and progress of scheduling the next DR test and/or to provide a DR test debriefing for tests already completed.	2.5.4.4
2.4.1.3	The POC and DPSCS TO Manager shall meet monthly either in person or by teleconference to discuss progress and resolve any issues that may arise as part of the TO.	2.5.4.5
ID #	Functional / Business Requirements: Non-Recurring Duties Fixed Price Based, Work Order Based	Associated Deliverable ID # From Section 2.5.4 Below (If Applicable)
2.4.1.4	The DPSCS ITCD DR TO Manager, or his designee, and team shall create schedules based on workload and availability of staff for coordinating the testing dates and then will provide those dates to the Hot Site vendor through the POC. Once the dates for testing have been established, the ITCD DR team and the POC will develop a testing work plan for each test and follow that plan until test completion. These tests will all be documented by the ITCD DR team and POC as part of the ITCD DR plan process.	Not applicable

2.4.1.5 Service Level Agreement

The following process **shall** be adhered to for service calls:

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hours a day	
High	1 hour	4 hours	7 days/week, 24 hours a day	
Normal	1 hour	1 work day	5 days/week, Monday - Friday, 8:00 AM – 5:00 PM	On-site response to calls after 1:00 PM may be by 9:00 AM the next morning

2.4.2 TECHNICAL REQUIREMENTS (FIXED ANNUAL PRICE)

ID #	Backup/Disaster Recovery	Associated Deliverable ID # (From section 2.5.4 below):
2.4.2.1	<p>The TO Contractor shall provide a Hot Site Vendor agreement for both DR testing for DPSCS staff to semi-annually test the DR Plan for a period of 40 hours each test, and for use in the event of an actual disaster of the CJIS.</p> <p>The TO Contractor shall be able to restore all data processing services to CJIS users during and after a “disaster” situation, which would prevent DPSCS from using its existing data center. This restoration shall include all data processing hardware, infrastructure, local area network connectivity to enable the restoration of all DPSCS critical applications. The solution shall provide DPSCS full functionality of their system within 24 hours of disaster reported time.</p> <p>The provided Hot Site will assure that DPSCS has the mainframe capacity available at a remote location to restore the following mainframe configuration:</p> <ul style="list-style-type: none"> • One (1) IBM 2086-A04 Processor 16 MB memory w/ HMC console • Two (2) IBM 3490E Magnetic Cartridge Drives • One (1) IBM 3494-D14 • Two (2) IBM 3590 E Magnetic Cartridge Drives • One (1) IBM 3594-D22 • One (1) 3592-J1A Tape Drives • One (1) 3492-L12 Tape Library • One (1) 3494-B10 VTS • One (1) 8482-2SU VTS HMC console w/ monitor • One (1) IBM 6500-V20 IP Printer • One (1) Cisco 7206 Router, Channel Interface Processor Port , VXR (connects to WAN Team’s DR site/ LATA Co-Lo) • One (1) Cisco 7206 Router, Channel Interface Processor Port , VXR (connects to WAN Team’s DR site/ LATA Co-Lo) to server as CIP Router • One (1) 6509 TO server as Core Switch 	2.5.4.3
2.4.2.2	<p>The TO Contractor shall provide the ability for DPSCS ITCD technical staff to use the Hot Site Vendor facility twice a year to perform DR Tests. The tests shall be executed by ITCD personnel using the Hot Site Vendor facility resources. The length of time for each test will be 40 Hours.</p>	2.5.4.3
2.4.2.3	<p>The TO Contractor shall provide a resource to act as the liaison between the Hot Site Vendor and the DPSCS ITCD DR TO Manager or his designee. The liaison, or POC shall be a member of the DPSCS DR team and shall handle scheduling of all necessary meetings, conference calls, and tests with the Hot Site Vendor and shall provide the ITCD DR TO Manager with a list of any action items that may come as a result of these meetings or calls and shall provide status on the action items.</p>	2.5.4.3
2.4.2.4	<p>The TO Contractor shall provide the ITCD Data Center with the flexibility to request changes in hardware at the DR site, as required. DPSCS would then process a Change Order request to reflect the new hardware configuration to assure that the proper hardware is in place in the event of an actual emergency.</p>	2.5.4.3

	The TO Contractor shall confirm Change Order completion within 15 business days of Change Order date.	
2.4.2.5	The TO Contractor shall provide the Hot Site Vendor's policies to DPSCS that describe the procedures for the ITCD Data Center to follow in the event of a disaster alert and declaration; mitigation of simultaneous and frivolous declarations; and protection of ITCD Data Center rights due to the possible preemption by any other subscriber of the Hot Site.	2.5.4.3
2.4.2.6	The TO Contractor shall provide detailed information about the Hot Site Vendor site(s) proposed including location(s), what environmental equipment is in place (HVAC, Generators, etc.), and what redundancy is built in to the Hot Site.	2.5.4.2
2.4.2.7	The TO Contractor shall ensure the Hot Site Vendor's ability to provide office space with standard equipment including phones, desks, and PCs having 3270 emulation with appropriate network connectivity to accommodate a minimum of ten (10) DPSCS Data Center technical personnel located at the Hot Site. Each seat must have a fully functional networked PC with a CD-R/W, DVD, Internet access with Microsoft Internet Explorer web browser version 8.0 or greater, TN3270 emulation software with FTP client providing access to mainframe applications, and access to networked printers. This office space shall be available to DPSCS for a period of 40 hours for each test.	2.5.4.2
2.4.2.8	The TO Contractor shall provide signed non-disclosure agreement for all TO Contractor and Hot Site Vendor personnel who will have access to or process DPSCS data, to be provided by the State prior to the first test.	Not applicable
2.4.2.9	The TO Contractor shall provide support services, either its own or the Hot Site Vendor's, to assist DPSCS staff during testing at the facility. The skill sets necessary for support services will be a minimum of one (1) IBM Systems Programming Support resource, one (1) Wide Area Networking support resource, one (1) Local area network resource, and one (1) Customer Support resource.	2.5.4.5
2.4.2.10	The TO Contractor shall provide three (3) references from the selected Hot Site Vendor demonstrating the Hot Site Vendor's ability to meet the requirements and provide the level of technical experience outlined in this TORFP.	Not applicable
2.4.2.11	The TO Contractor shall provide a pre-test of network connectivity from the DR test facility to the DPSCS DR site and DPSCS Data Center shall be successfully completed at least two (2) business days prior to the test start date.	Not applicable
ID #	Network Recovery Phase I	Associated Deliverable ID # (From section 2.5.4 below):
2.4.2.12	<p>Network recovery is to be performed by the Hot Site Vendor and DPSCS using a phased approach. For the first phase, the TO Contractor shall assure that the Hot Site Vendor will provide onsite seating at its facilities, local area network for PCs and servers, mainframe connectivity, and remote-access capabilities for 10 DPSCS remote recovery staff. The Local Area Network/Wireless Area Network (LAN/WAN) infrastructure and the LAN/WAN Network requirements are identified in Section 2.4.2.14. A 10/100M Ethernet LAN is required to support PCs for on-site user access. WAN technologies to be provided by the Hot Site Vendor shall include Internet services, Virtual Private Networking (VPN) and Metro Ethernet or ATM services.</p> <p>Phase I will include activities necessary for the DPSCS network team to establish the following connectivity within forty-eight (48) hours of the initial emergency declaration:</p>	2.5.4.3

	<p>1. Mainframe networking hardware/software environment via a single CIP/ESCON mainframe channel connection and/or single OSA Gigabit Ethernet connection to facilitate access to mainframe</p> <p>2. Local area networking environment for 10 PCs</p> <p>3. Secure Internet connectivity to facilitate FTP, SQL/RPC and inbound client TN3270 access using secure networking technologies, such as Secured Sockets Layer (SSL) and VPN. This will provide connectivity for users who have ISP services and can access the Hot Site mainframe via the Internet using a standard browser or TN3270 client.</p>	
ID #	Network Recovery Phase II	Associated Deliverable ID # (From section 2.5.4 below):
2.4.2.13	For the second phase of network recovery, the TO Contractor shall provide its expertise and assistance in the planning and implementation of a more comprehensive network recovery. This includes closely studying the current DPSCS Data Center and Enterprise network environment, evaluating alternatives, making recommendations for a more comprehensive network recovery, and providing assistance with the procurement, configuration, testing and deployment of required network components. The ITCD's Network contractor will also assist DPSCS and TO Contractor in planning and recovery efforts.	2.5.4.3
2.4.2.14	<p>The following services shall be provided by the TO Contractor for DPSCS Data Center clients to access the Hot Site mainframe applications within seven (7) calendar days of the initial emergency declaration to establish statewide connectivity to DPSCS and the Internet:</p> <p>The TO Contractor shall provide Service Provider end-to-end (Hot Site-to-DPSCS) connectivity services such as Leased DS3, ATM PVP, Transparent LAN Services/Metro Ethernet or via direct fiber to ITCD Enterprise Network Hub locations. In that service shall be provided within seven (7) calendar days, connectivity shall be provisioned logically through existing Service Provider and DPSCS infrastructure. ITCD anticipates a minimum bandwidth requirement of 10Mb/sec to be provided. The bandwidth will facilitate FTP, SQL/RPC and inbound client TN3270 access using a securing network technology.</p>	2.5.4.3

2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS (FIXED ANNUAL PRICE)

ID #	Professional Development	Associated Deliverable ID # (From section 2.5.4 below):
2.4.3.1	Networking technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DPSCS/ITCD or anticipated to be implemented by DPSCS/ITCD in the near future. With DPSCS/ITCD prior approval, the time allocated to these continuing education activities for staff deployed to DPSCS/ITCD on a <u>full-time</u> basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.	Not applicable

2.5 DELIVERABLES

2.5.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Acceptance of Delivery Form provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager’s discretion, the TO Manager may request one hard copy of a written deliverable.

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 2.5.3. 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 2.5.3.

2.5.2 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 2.5.4 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 Agency Acceptance of Delivery Form (Attachment 9). Following the return of the Agency Acceptance of Delivery Form indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.8.1. The invoice must be accompanied by a copy of the executed the Agency Acceptance of Delivery Form or payment may be withheld.

In the event of rejection, 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.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

2.5.3 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.

2.5.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The following shall be the **acceptance criteria** for the deliverables:

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.5.4.1	Executive Briefing and tour of Hot Site	The TO Contractor shall provide a briefing and tour of the Hot Site to the DPSCS DR Team and executive management. The briefing will outline the procedures for using the Hot Site for testing and outline the requirements for declaration of a disaster if necessary.	Notice to Proceed (NTP) + 30 calendar days
2.5.4.2	Geographic locations of Hot Site facilities	The TO Contractor shall provide a geographical listing of the Hot Site Vendors sites that are available to DPSCS for both testing and declaration if necessary. These locations shall all be capable of providing the services listed in technical requirements of this TORFP.	Notice to Proceed (NTP) + 30 calendar days
2.5.4.3	Hot Site Vendor contract	The TO Contractor shall provide DPSCS/ITCD with a contract allowing for all of the services listed in the Technical Requirements of this TORFP.	Notice to Proceed (NTP) + 30 calendar days
2.5.4.4	Semi-annual status report	The TO Contractor shall provide a semi-annual status report to DPSCS/ITCD of the progress being made in scheduling and executing DR tests at the Hot Site. These status reports shall be delivered 15 business days prior to a twice-annual status meeting with the contractor, Hot Site representative and ITC DR staff and DPSCS executive management. The report shall be a recap by the POC of the activities that took place at the twice yearly testing including the POC observations and timelines of the activities that took place while performing the test. This information will be used by DPSCS to create an Executive overview for each test after it has been completed.	Notice to Proceed (NTP) + 6 months
2.5.4.5	Monthly meetings and monthly status reports	The POC shall meet, either in person or by teleconference, with the ITCD TO Manager to discuss progress of the project and resolve any issues that may arise. A monthly status report of all task related activities shall be submitted to the TO Manager by the	Notice to Proceed (NTP) + 40 calendar days, and by the 10 th of each month for the duration of the task.

		10th of each month. The reports will include but not be limited to: Any outstanding action items that the POC or TO Manager need to address. Summary of DR Team meetings and logistical planning for the twice - annual DR test at the offsite facility. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.	
2.5.4.6	Hot Site Location Support Services	The TO Contractor shall provide support services, either its own or the Hot Site Vendor's, to assist DPSCS staff during testing at the facility. The skill sets necessary for support services will be a minimum of one (1) IBM Systems Programming Support resource, one (1) Wide Area Networking support resource, one (1) Local area network resource, and one (1) Customer Support resource.	Notice to Proceed (NTP) + 30 calendar days

2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub-contractors are to follow a consistent methodology for all TO activities.

2.7 MITIGATION FOR NON-PERFORMANCE

In the event that DPSCS has determined that the TO Contractor's performance is unacceptable or less than satisfactory, the mitigation process is as follows:

The TO Manager will notify the TO Contractor in writing describing the performance deficiencies and delineating specific remediation requirements. The TO Manager may use email communication to initiate mitigation activities, however, the TO Manager will also follow up with a letter delivered via fax or mail.

The TO Contractor will have a reasonable and defined period of time to respond with a written remediation plan. Email may be used for submission of the plan to the TO Manager, however, it is expected that the TO Contractor will deliver a hard copy of the remediation plan to the TO Manager or designee to assure compliance with the provided response timeframe.

Upon receipt of the plan, the TO Manager shall have no less than three (3) business days to review and comment or approve. Once approved, the remediation plan will be implemented and monitored for performance improvement. Failure of the TO Manager to approve the plan within the (3) business days, shall not be construed as approval of the plan.

Should performance issues persist, the TO Manager reserves the right to provide written notice to the TO Contractor outlining an acceptable timeframe to identify and present a replacement candidate.

Regardless of the origin of the replacement request, replacement personnel shall have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. In all instances, the TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.7.1 SUBSTITUTION OF PERSONNEL

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

2.7.2 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

The Master Contractor's staff shall demonstrate expertise in the following:

- Offeror shall have five (5) years of experience in the disaster recovery services industry.

2.7.3 OFFEROR'S COMPANY ADDITIONAL REQUIREMENTS

The Master Contractor's staff is required to provide the following:

- A) Offeror shall have the ability to provide DPSCS disaster recovery services, in the event of a regional disaster, (covering a radius of 500 miles), where multiple customers would be declaring a disaster.
- B) The Hot Site must be located within 4 hours' driving distance, or 200 miles, of ITCD, 6776 Reisterstown Road, Baltimore, Maryland.

- C) Offeror's staff at Hot Site shall be able to recover the mainframe operating environment.
- D) Offeror shall have the ability to handle concurrent recovery of multiple subscribers who are contracted for the same recovery hardware.

2.8 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.5.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. Each invoice submitted shall be 1/12 of the yearly contract amount. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the DPSCS/ITCD as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DPSCS/ITCD at the following address:

DPSCS/ITCD
Attention: Finance Unit,
6676 Reisterstown Road, Suite 211
Baltimore, Maryland 21215

- C) 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.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution – Work Plan: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

C) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of projects or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work.

Each example shall include contact information for the client organization complete with the following:

- a) Name of organization.
 - b) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section C2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

D) Proposed Facility

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

E) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 TO FINANCIAL PROPOSAL

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

B) Attachment 1 Fixed Price Proposal, completed in .PDF format

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SECTION 4 – TASK ORDER AWARD PROCESS

4.1 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 DPSCS/ITCD will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- A) The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A).

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Sections 2.7.2 and 2.7.3, and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.
- D) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

All TO Contractor and Hot Site Vendor personnel handling DPSCS data shall undergo the same background check required of State employees.

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ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP # Q00B4400146

Yearly Hot Site Cost	Total Fixed Price
Yearly Hot Site Cost YEAR ONE (1)	\$
Yearly Hot Site Cost YEAR TWO (2)	\$
Yearly Hot Site Cost YEAR THREE (3)	\$
Yearly Hot Site Cost YEAR FOUR (4)	\$
Yearly Hot Site Cost YEAR FIVE (5)	\$
<u>Total Evaluated Price for five (5) years</u>	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# Q00B4400146 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this MONTH DAY, 2014 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, DPSCS/ITCD.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the DPSCS/ITCD, as identified in the CATS+ TORFP # Q00B4400146.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # Q00B4400146, dated MONTH DAY, 2014, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, 2014.
 - d. “TO Procurement Officer” means Guy A. Werner, CPPB. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between DPSCS/ITCD and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is 2810 East Joppa Road, Baltimore, MD, 21234.
 - g. “TO Manager” means Kevin Combs of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Proposal, 2014.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Proposal, 2014.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP

- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor shall 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 five (5) years, commencing on the date of Notice to Proceed and terminating on **Month Day, 2019**.

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 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency’s receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered shall 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 shall be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DPSCS/ITCD

By: Guy A. Werner, CPPB, TO Procurement Officer

_____ Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL
RESUME SUMMARY**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 6 – DIRECTIONS

TO THE TO PRE-PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services
Information Technology and Communications Division
6776 Reisterstown Road, Room 200
Baltimore, MD 21215

1:00 PM, April 10, 2014

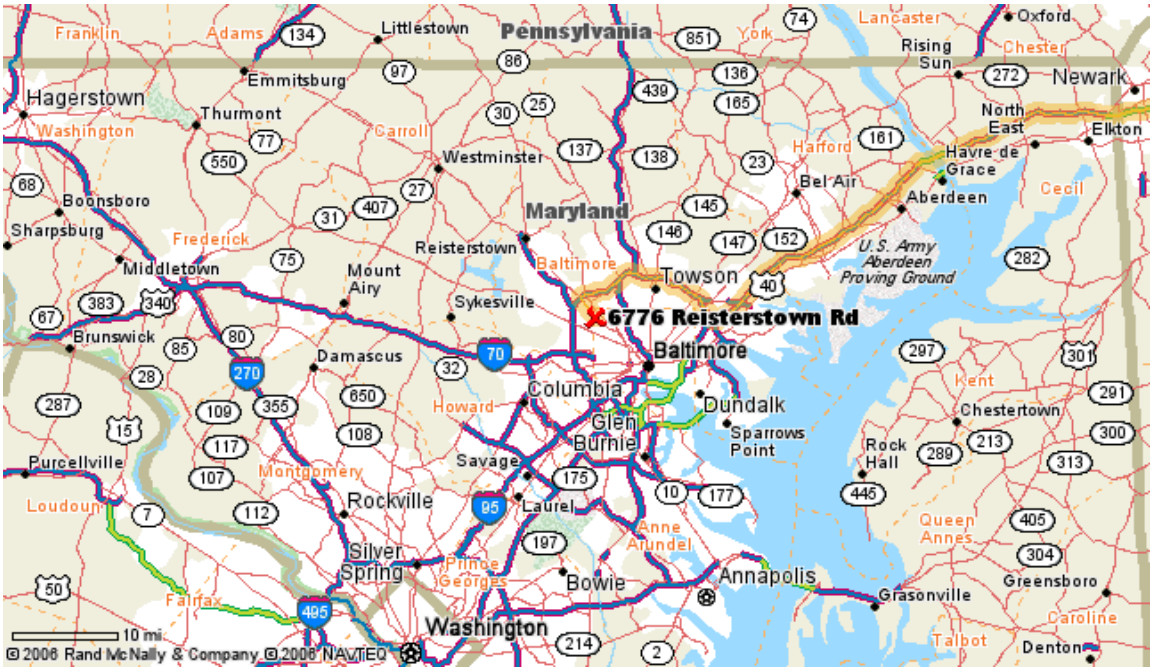
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon Gas Station. Make a right into the Plaza. Make the first left to enter through the South Tower. Continue around to the rear of the Plaza to enter through the North Tower.

From points South Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

From points East of Baltimore: Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

From points West of Baltimore: Take 1-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Lp) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

PARKING: The Department of Public Safety and Correctional Services is located at the Reisterstown Road Plaza. Ample parking is available. There are two (2) entrances to the Reisterstown Plaza Office Center (RPOC). (You cannot enter through the Mall/Plaza.) If you park near the South Tower, take the elevator to the second floor. Room 200 is halfway down the hall on your left. If you park near the North Tower (CJIS Storefront), go down the hall, pass the CJIS Storefront to the elevators. Take the elevator to the second floor, walk to the hall, turn right, and make a left by the vending machines. Room 200 is halfway down the hall on your right.



ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)

Month Day, 2014

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement # Q00B4400146.

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, 2014, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (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,

Guy A. Werner, CPPB

Task Order Procurement Officer

Enclosures (2)

cc: Kevin Combs

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Mainframe Disaster Recovery Site

TO Agreement Number: # Q00B4400146.

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Kevin Combs

TO Manager Signature Date Signed

Name of TO Contractor's TO Manager: _____

TO Contractor's Project Manager Signature Date Signed

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DPSCS/ITCD

TORFP Title: Mainframe Disaster Recovery Site

TO Manager: Kevin Combs, 410.585.3102

To:

The following deliverable, as required by TO Agreement # Q00B4400146, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2014, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # Q00B4400146 for Mainframe Disaster Recovery Site. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2014, by and between the State of Maryland ("the State"), acting by and through its DPSCS/ITCD (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Mainframe Disaster Recovery Site TORFP No. Q00B4400146, dated _____, (the “TORFP”) issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

DPSCS/ITCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

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 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<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>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) 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>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>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"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

A)

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 15 – SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.