

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

OFF SITE TAPE STORAGE

CATS+ TORFP # Q00B7400054



Department of Public Safety and Correctional Services (DPSCS)

Issue Date: June 30, 2017

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:	Off Site Tape Storage
Solicitation Number (TORFP #):	Q00B7400054
Functional Area:	Functional Area 6 – Systems/Facilities Management & Maintenance
Issue Date:	June 30, 2017
Questions Due Date and Time:	07/12/2017 at 12:00/PM Local Time
Closing Date and Time:	07/21/2017 at 2:00 PM Local Time
TO Requesting Agency:	Department of Public Safety and Correctional Services (DPSCS)
Send Proposals (E-Mail Only) to:	Arthur E. Petersen, Jr., TO Procurement Officer Department of Public Safety and Correctional Services 300 E. Joppa Road, Suite 1000 Towson, MD 21286. Arthur.petersen@maryland.gov
Send Questions to (E-Mail Only)	Arthur.petersen@maryland.gov
TO Procurement Officer:	Arthur E. Petersen, Jr. Office Phone Number: 410-339-5929
TO Manager:	Moses Walker, Jr. Office Phone Number: 410-585-2909 e-mail address: moses.walker@maryland.gov
TO Type:	Fixed Unit Price
Period of Performance:	Two (2) years plus one (1) option renewal year.
MBE Goal:	0 %
VSBE Goal:	0
Small Business Reserve (SBR):	No
Primary Place of Performance:	DPSCS – Public Safety Data Center 1201 Reisterstown Rd., Bldg F Pikesville, MD 21208
TO Pre-proposal Conference:	There will be no pre-proposal conference.

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SECTION 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 may designate one or more persons to act as his representative in connection with the foregoing activities.

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.
- 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 Offeror’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, Offerors 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

Neither oral presentations nor interviews will be held for this solicitation.

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

There will be no pre-proposal conference held. Please submit all questions in writing to the TO Procurement Officer not later than the date and time specified in the Key Information Summary Sheet.

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 TO 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 under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to two (2) 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 TO 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)

There is no MBE goal or sub-goals as stated in the Key Information Summary Sheet above.

1.13 OWNED SMALL BUSINESS ENTERPRISE (VSBE)

There is no VSBE goal for this TORFP as stated in the Key Information Summary Sheet above.

1.14 DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.15 LIVING WAGE

Living Wage does not apply to 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.

A sample of the TO Contractor Self-Reporting Checklist is available online at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. 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 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

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
Department of Public Safety and Correctional Services (DPSCS or the Department)	The unit of the Executive Branch of Maryland State government issuing the TORFP
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
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: www.dbm.maryland.gov – 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
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 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.
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 Offeror'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 Offeror'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
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 http://www.vetbiz.gov .
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"

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

Only Offeror qualifications may be used to demonstrate meeting company minimum qualifications.

The Offeror must have at least three (3) years of demonstrated experience performing pickup, storage, and delivery of off-site tape and media storage.

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

The Department is issuing this CATS+ TORFP to one TO Contractor in order to obtain an offsite storage facility for the use of a site, delivery and pick up of media that will assure the Department has the ability to restore its systems if the need arises and to provide a safe and secure location to store the backup media generated at the Department's Public Safety Data Center on a nightly basis.

The Department intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.

3.2 REQUESTING AGENCY BACKGROUND

The Department has a multitude of smaller business units that perform a variety of functions associated with a comprehensive correctional system. The Department also interacts with various local, State, and federal agencies. The Information Technology & Communications Division (ITCD) is responsible for all aspects of information technology (IT) and communications within the Department. This includes deploying, maintaining, and administering all computer, network, and communication functions. The ITCD is also responsible for establishing connectivity to several Department maintained criminal justice databases for outside agencies (State, County, and Federal). All connectivity is handled via closed circuits or virtual private network (VPN) tunnels via the Internet. In all cases, criminal data transfer and communications is encrypted.

3.3 PROJECT BACKGROUND

The Department operates a twenty-four (24) hours a day, 365 day a year Public Safety Data Center and is tasked with providing all information technology services for various local, State and Federal agencies. The Department is responsible for the delivery and technical support of various software and hardware platforms including the IBM mainframe enterprise server system, DASD and tape subsystems, and all associated peripherals. The ITCD implements the Department's information technology vision, standards, architecture and planning processing, along with providing internal data, information and communications services to our clients.

The ITCD performs nightly backups of its mainframe data to be prepared for pick up and storage at an offsite facility for disaster recovery (DR) purposes. The delivery and pick up of the Department's mainframe data is performed Monday through Sunday (See the Media Pick Up and Delivery schedule in Section 3.6.2.4 of this TORFP).

3.4 PROFESSIONAL DEVELOPMENT

Any TO Contractor 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 and remain abreast of 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.

3.6 REQUIREMENTS

3.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

- 3.6.1.1 The TO Contractor shall provide for two (2) deliveries annually of the Department's mainframe DR media to the DR site at 401 N. Broad St, Philadelphia, PA 19108 or as otherwise directed by the TO Manager. Typically, these deliveries will be production system backup tapes that are used for testing the restoration of the Department's mainframe and server system. Each DR test consists of the shipping and pickup of Mainframe Tapes. The number of tapes required to be delivered to the DR site is variable, at the State's discretion. *Offeror shall describe the delivery time for a scheduled annual delivery of tapes to the DR location above.*
- 3.6.1.2 The Offeror shall provide detailed information about the TO Contractor's Offsite Storage site(s) proposed including locations, in-place environmental equipment (HVAC, generators, etc.) and the type of redundancy built in to the media storage area. This information shall also include all security measures taken to ensure the safety and security of the media while it is being stored offsite.
- 3.6.1.3 The TO Contractor shall provide the TO Contractor's policies and describe the procedures for the Department's Data Center to follow in the event of a disaster alert and declaration; mitigation of simultaneous and frivolous declarations.
- 3.6.1.4 The TO Contractor shall provide a "closed container" program, meaning that the Department can have closed media containers that are picked up and stored "as is" without being opened. (See Section 3.6.2.1.)
- 3.6.1.5 The TO Contractor shall provide an "open container" program where the media from the Department is picked up and then placed in slots in tape racks at the offsite facility. This type of storage program provides a means for the Department to acquire a single tape rather having to request an entire container be returned. (See Section 3.6.2.1.)
- 3.6.1.6 The TO Contractor shall provide as part of its standard service one (1) daily special emergency – request outside of the regularly scheduled service date and time, to be picked up and delivered within two (2) hours, 24/7/365 days per year.

- 3.6.1.7 The TO Contractor shall provide a unique security code for the Department account. This number shall be used instead of the Department name for all interactions with the TO Contractor. This account number shall be used for all services and related communications including emails letters and invoices required under this TORFP.
- 3.6.1.8 TO Contractor shall provide the ability for up to eight (8) authorized Department personnel to access the facility, and shall assign unique security numbers and provide unique assigned security numbers for Department personnel for the purpose of service interaction.
- 3.6.1.9 The TO Contractor shall maintain a written continuous movement log (record) of each pickup and delivery of media in support of this Task Order including, but not limited to location, pickup time, pickup date and delivery.
- 3.6.1.10 The TO Contractor shall perform normal (non-emergency) pickup and delivery of media from Monday through Sunday between 7:00AM and 6:00PM and provide to the State a written, real time receipt of any pickup from the Department and delivery to the Department.
- 3.6.1.11 On a monthly basis, the TO Contractor shall furnish a complete movement log of all tape and container movement for the calendar month.
- 3.6.1.12 The TO Contractor shall place the media in numerical order when preparing the media for transportation to the DR facility.
- 3.6.1.13 The TO Contractor's facility shall be climate controlled, fire proof and equipped with a halon or similar fire suppression system using a gas compound rather than a water fire suppression system. (See Section 3.6.8.1 & Section 3.6.8.2.)
- 3.6.1.14 The TO Contractor storage facility shall provide security for its media delivery vehicles for both exiting and entering the facility. Tapes shall be securely transported under lockdown (See Section 3.6.8.3), using TO Contractor's own fleet of GPS-tracked vehicles, specially adapted to transport media. At key points identified by the TO Contractor, the TO Contractor shall scan the media to track and document workflow. Key points are defined as the tape or container movement when a tape or tape storage container is pulled from the TO Contractor storage facility to when a tape or tape container is delivered to the Department's data center facility or DR facility.
- 3.6.1.15 The TO Contractor shall provide a secure web site for the Department's tape librarians and TO Manager to manage and view the inventory of media that is located at the TO Contractor's location.
- 3.6.1.16 The Department reserves the right to inspect the storage facility based on the criteria contained in this TORFP at any time during the execution of the Task Order.
- 3.6.1.17 The TO Contractor shall schedule conference calls with the TO Manager to assure that all requirements are being met and that no problems exist with the performance of the work.

- 3.6.1.18 TO Contractor shall plan for an initial transfer of between 150 and 200 tapes for initial TO Agreement setup.
- 3.6.1.19 TO Contractor shall provide tape cartridge daily pickup and transport via direct pickup and delivery (“courier”) service from the Department’s premises to the TO Contractor's storage facility and back to the Department’s premises, as the tape cartridges are rotated.
- 3.6.1.20 TO Contractor shall supply tape cases to store Department tape cartridges while in transport.
- 3.6.1.21 TO Contractor shall provide a live- voice response to all calls and requests made by the department. *Offeror to describe its maximum time to respond to a call or request.*

3.6.2 TECHNICAL REQUIREMENTS

- 3.6.2.1 The TO Contractor shall provide both Closed and Open Container programs. For the purposes of this TORFP, the following definitions will be used to describe Closed and Open Container programs:

3.6.2.2.1 Closed Container – Media in closed containers is treated as a single unit and when it is returned, all of the media that was sent is returned in the same single locked container. Closed containers are locked when sent off site and remain locked until returned to the data center. The TO Contractor Personnel do not access media stored in a closed container.

3.6.2.2.2 Open Container – Media shipped in an open container shall be removed from the container when delivered to the TO Contractor’s location and placed in slots or hanging racks.

- 3.6.2.2 All pickup and deliveries shall take place at the Department’s Public Safety Data Center, 1201 Reisterstown Road, Bldg. F, Pikesville Maryland 21208 with the exception of the DR media referenced in Section 3.6.1.1.
- 3.6.2.3 If the number of media (tapes/containers) change up or down, a modification to the Task Order will be performed.
- 3.6.2.4 The quantities represented in the chart below are the total number of tapes stored or handled for a month. Transport containers are used by the TO Contractor on a daily basis. Closed containers are transported monthly on request.

Schedule	Standard Services Description	Minimum Monthly Quantity*	Type of Tapes
Daily	Scheduled Service	28	3490, 3590
Daily as Needed	Transport Container	28	
Daily as Needed	Media Handling	200	3490, 3590
Weekly or as requested	Closed Container Handling	4 (or 5 as appropriate to the weeks in the calendar month), plus any additional requested	
Daily	Transport Container Handling	28	
	Standard Storage Description	Estimated Monthly Quantity	
Daily	Slotted Media	250	3490, 3590
As requested	Closed Container – Small	2	Documents
As requested	Closed Container – Large	2	Documents

***Quantities subject to change based on as requested pickup/deliveries of closed or open containers. For scheduled pickups and deliveries, minimum quantities depend on calendar days and weeks in a month, respectively.**

3.6.3 Physical security measures shall include, at minimum:

- 3.6.3.1 TO Contractor shall use twenty four hour surveillance cameras at its storage facility to ensure the security of courier vehicles exiting and entering the facility
- 3.6.3.2 TO Contractor shall ensure that the transport of the tapes from the vehicle to the vault is recorded on surveillance camera.
- 3.6.3.3 TO Contractor shall use a guarded gate or key-card access controlled gate at its storage facility for all vehicles exiting and entering the facility,
- 3.6.3.4 TO Contractor shall ensure that transport of Department property from the vehicle to the vault is guarded.

3.6.4 TO Contractor shall have physical security measures in place to prevent unauthorized access to Department tape cartridges within the vault.

3.6.5 In the event of a breach or lapse in physical or technological security which affects the Department's property, TO Contractor shall report the incident to the Department in accordance with the following procedures:

- 3.6.5.1 Notify the Department by phone, or if the incident occurs outside of the Department's business hours by email, within four (4) hours of discovery of such an incident. Such notice shall include, to the extent reasonably practicable under the circumstances: (1) a detailed description of the incident; (2) results of TO Contractor's investigation; (3) a list of the tape cases affected; and (4) a description of the TO Contractor's proposed or actual remedy or remediation.

3.6.5.2 Notify the Department in writing within 24 hours of the discovery of such an incident. The notice shall include: (1) a detailed description of the incident; (2) results of TO Contractor’s investigation; (3) a list of the tape cases affected; and (4) a description of the TO Contractor’s proposed or actual remedy or remediation. The written report shall contain the most up-to-date information then available as well as the information initially reported by phone or email in accordance with Section 3.6.5.1 above.

3.6.5 The TO Contractor shall utilize a computerized inventory control system for tracking the location of Department tape cartridges while the tape cartridges are in the possession of the TO Contractor (i.e., from the time that the TO Contractor's representative signs for the tape cartridges at pick up until the time that Department personnel sign for the tape cartridges at delivery).

3.6.5 The TO Contractor shall provide, quarterly and upon request of the Department, a printed report generated by the TO Contractor’s computerized inventory control system that lists Department tape cases in TO Contractor’s possession. The report, which shall be printed and generated by TO Contractor’s computerized inventory control system, shall be provided quarterly unless otherwise requested by the Department.

3.6.6 For all Department tape cartridges in the possession of the TO Contractor, the TO Contractor shall report any incident that may impact the integrity of either the Department tape cartridges or the data stored on the Department tape cartridges to Department’s Computer Operations Unit (410-585-2900 or dlited-operations_dpssc@maryland.gov within four (4) hours of such an incident. The TO Contractor shall submit to the Department a written report within 24 hours that fully describes the incident, describes the results of the TO Contractor's investigation of the incident, identifies the tape cases affected, and describes the TO Contractor's remedy or remediation of the incident.

3.6.7 The TO Contractor shall allow Department staff access to the TO Contractor’s vault to perform quarterly audits of Department tape cartridges in the TO Contractor’s vault.

3.6.8 VAULT REQUIREMENTS AND SPECIFICATIONS

The TO Contractor shall provide a secure storage vault that meets the following specifications relating to environmental controls, fire protection, and security.

ID #	Requirements	Detailed Description
3.6.8.1	VAULT ENVIRONMENTAL CONTROL	<ol style="list-style-type: none"> <li data-bbox="646 1497 1468 1608">1. The TO Contractor shall maintain the vault temperature at seventy (70) degrees ± two (2) degrees and the vault humidity at forty percent (40%) ± five percent (5%). <li data-bbox="646 1623 1468 1766">2. The TO Contractor shall maintain a permanent record of vault temperature and humidity, and shall make that record available for inspection by the Department upon request within eight (8) hours. <li data-bbox="646 1780 1468 1862">3. The TO Contractor shall provide Department with records of the vault temperature on a monthly basis.

ID #	Requirements	Detailed Description
		<ol style="list-style-type: none"> 4. Temperature and humidity shall be controlled for at least four (4) hours in the event of a power failure.
3.6.8.2	VAULT FIRE PROTECTION	<ol style="list-style-type: none"> 1. The TO Contractor shall utilize a fire suppression system in its vault which meets the following requirements: <ol style="list-style-type: none"> a. The fire suppression system, if activated, shall not destroy tape cartridges or the data stored on the tape cartridges. b. The fire suppression system shall be inspected at least annually (or in accordance with manufacturer's specifications) by a company that specializes in fire suppression systems. 2. The TO Contractor shall maintain inspection logs and make the logs available for review by the Department upon request within one (1) Business Day.
3.6.8.3	VAULT SECURITY	<ol style="list-style-type: none"> 1. The TO Contractor shall keep the tape cartridge vault locked at all times. 2. The TO Contractor shall ensure that only authorized personnel have access to the vault. 3. The TO Contractor shall utilize a backup power supply that will provide a minimum of four (4) hours of power for electronic security systems, such as video recording. 4. TO Contractor shall use twenty four hour surveillance cameras at its storage facility to document vault access and ensure the security of courier vehicles exiting and entering the facility and the transport of Department property from the vehicles to the vault. 5. TO Contractor shall ensure that the transport of the tapes from the vehicle to the vault is recorded on surveillance camera. 6. TO Contractor shall use a guarded gate or key-card access controlled gate at its storage facility for all vehicles exiting and entering the facility. 7. TO Contractor shall ensure that transport of Department property from the vehicle to the vault is guarded and recorded on surveillance camera. 8. The TO Contractor shall ensure that all visitors to the vault shall be escorted to prevent unauthorized access to Department tape cartridges. 9. The TO Contractor shall ensure all visitors to the vault shall sign a visitor log and provide identification.

ID #	Requirements	Detailed Description
		<p>10. The physical security measures shall comply with the Maryland Department of Information Technology Information Security Policy Attachment 18, also located at this web address: http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf</p>
3.6.8.4	Facility Requirements	TO Contractor's storage facility shall be a single story and must be located more than two (2) miles from any entity or facility that stores or uses combustible materials.

3.6.9 COURIER VEHICLE REQUIREMENTS

When transporting Department tape cartridges, the TO Contractor shall utilize courier vehicles that meet the following specifications with respect to environmental control, fire protection, and access control.

ID #	Vehicle Requirements	Detailed Description
3.6.9.1	ENVIRONMENTAL CONTROL	The TO Contractor shall maintain the courier vehicle cargo area temperature at seventy (70) degrees \pm two (2) degrees and the courier vehicle cargo area humidity at forty percent (40%) \pm five percent (5%).
3.6.9.2	FIRE PROTECTION	<ol style="list-style-type: none"> 1. The TO Contractor shall utilize a fire suppression system in its courier vehicles which includes, at a minimum: <ol style="list-style-type: none"> a) A hand-held fire extinguisher, which if activated shall not destroy tape cartridges or the data stored on the tape cartridges, and which b) Is inspected annually by the TO Contractor or by a company that specializes in fire suppression systems. 2. The TO Contractor shall maintain inspection logs and make the logs available for review by the Department upon request within one (1) Business Day.
3.6.9.3	SECURITY	<p>The TO Contractor shall have physical security measures in place to prevent unauthorized access to Department tape cartridges within the courier vehicle, including, at minimum:</p> <ol style="list-style-type: none"> a) The courier vehicle shall be locked at all times; b) Only authorized personnel shall have access to the courier vehicle; c) The courier vehicle shall have an audible security alarm that activates in the event of attempted unauthorized

ID #	Vehicle Requirements	Detailed Description
		<p>access to the vehicle; and</p> <p>d) While Department tape cartridges are in the courier vehicle, the vehicle shall not be used for any purpose other than transporting tape cartridges and other types of electronic media.</p>

3.6.10 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

3.6.11 TRANSITION-IN REQUIREMENTS

At the start of a new TO Agreement the TO Contractor shall schedule a kick-off meeting to discuss any changes in the Department's DR recovery plan and operations, site security requirements and the impact of those or other changes in Department policies or operations on the TO Contractor. This meeting shall be held whether the TO Contractor is new or a continuing incumbent.

3.6.12 TRANSITION-OUT REQUIREMENTS

The TO Contractor shall provide a detailed transition plan to the TO Manager not later than 60 days before the end of the TO Agreement.

3.6.13 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall provide a toll free telephone number to be used by the Department for placing service calls.

The TO Contractor shall provide live-voice response to Department calls as depicted in the Service Level Agreement. The TO Contractor shall have access via pager and/or cell phone to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.

Table 1 – Service Level Metrics

Type	Service Level	Comment
Normal (non-emergency) Pickup (Monday to Sunday)	Tapes to be picked between 7:00 am and 6:00 pm	Department desires service between 1:00 PM and 6:00 pm
Emergency Pickup	Pickup within two (2) hours of receipt of notification from the Department on a 24x7x365 basis	None
Delivery of an emergency pickup	Delivery of an emergency pickup to a location within 90 miles specified by the Department within two (2) hours from pickup receipt date/time	

	stamp.	
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3.6.13.1 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 via e-mail 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.

3.6.13.2 Credit for failure to meet SLA

TO Contractor shall furnish a credit for each failure to meet a service level metric identified in Table 1. Offeror shall identify the applicable credit amount in its TO Proposal.

3.6.14 REPORTS

TO shall furnish sufficient reporting to allow the Department to determine whether metrics from Table 1 have been met on no less than a monthly basis.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. The TO Contractor's Personnel shall support the Department's 24/7/365 operating environment to provide scheduled maintenance service and support and to respond to emergencies at any time they may occur in compliance with the Service Level Agreement (SLA).

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- 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 Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the

TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.

- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

Does not Apply

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to the Department 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.
- B) The Department reserves the right to disqualify any TO Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that the Department determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. The Department reserves the right to perform additional background checks on TO Contractor Personnel.
- C) 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.
- D) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- E) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- F) 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.
- G) 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.

- H) 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.

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).

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

The Department's TO Contractor will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

3.8 DELIVERABLES

3.8.1 DELIVERABLES & ACCEPTANCE CRITERIA

Deliverable ID.	ACCEPTANCE CRITERIA	DELIVERABLE	DUE DATE
3.8.1.1	Shall provide a unique security code for the Department account to distinguish between the Department tapes and other tapes stored at facility – see Section 3.6.1.7	Unique security for the Department account	NTP + 7 Calendar Days
3.8.1.3	Shall provide twice- annual delivery and pickup of the Department's Disaster Recovery Media in numeric order to the Department's DR site in Philadelphia, Pennsylvania. See Section 3.6.1.1.	Twice-annual delivery and pickup of the Department's Disaster Recovery Media to the Department's DR site	As scheduled by the TO Manager

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 3.8.1 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.

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, DPSCS” 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 and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed 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.
 - 2) To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.

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:

accountspayable.osec@maryland.gov with a copy to the TO Manager.

- 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.

3.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.12 SOC 2 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 TO Contract are still current and effective at the required levels (See TO Contract Section 2.7).

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. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.13 “Insurance” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.13.1 Data Protection and Controls

- 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 Department 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 Department’s election. The Department 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 Department or Department’s designated auditor and shall provide the necessary assistance for Department or Department’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 Department. TO Contractor and/or Subcontractors shall insure Department has the right to audit with subcontractor(s).

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4 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

- A. Department strongly prefers TO Proposal submissions be made via e-mail. Offerors may submit Proposals by electronic means. Electronic means includes e-mail to the Procurement Officer address listed on the Key Information Summary Sheet.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master Contractors shall not be accepted.
- C. DoIT has established the following procedure to restrict access to TO Proposals received electronically: all TO Technical and TO Financial Proposals must be password protected, and the password for the TO Technical Proposal must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to the Department upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. TO Proposals submitted via e-mail must not exceed 8 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.
- E. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- F. The first e-mail will be the TO Proposal technical response to this TORFP. The subject line in the e-mail submission shall state "CATS+ TORFP # Q00B7400054 Technical" plus the Master Contractor Name. **All files shall have password protection.**
 - 1) One attachment shall be labeled "TORFP Q00B7400054 Technical - Attachments" containing all Technical Proposal Attachments (see **Section 5.5**), signed and in searchable PDF format.
 - 2) One attachment shall be labeled "TORFP Q00B7400054 Technical – Proposal" in Microsoft Word format (2007 or later).
- A.
 - G. The second e-mail will be the TO Financial Proposal for this TORFP. The subject line in the e-mail submission shall state "CATS+ TORFP # Q00B7400054 Financial" plus the Master Contractor

Name. This file shall contain the following document, submitted as a searchable PDF file with **password protection** and signatures clearly visible: ****Describe all formats specified in other sections for the TO Financial Proposal, including Excel or Word.****

- 1) Attachment B- Financial Proposal Form
- H. The TO Technical and TO Financial Proposals shall be prepared to print on standard 8 1/2 x 11 inch pages using an Adobe Acrobat Viewer. Text must be single spaced and the print must be spaced not more than six (6) lines per inch.

4.2.2 PAPER SUBMISSION

The Department strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.2.2.1 Electronic Version of TO Proposal

An electronic version of the TO Technical Proposal in Microsoft Word format (version 2010 or greater) must be enclosed with the original TO Technical Proposal.

One electronic version of the TO Financial Proposal in Microsoft Word or Microsoft Excel format (version 2010 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, or flash drive) 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).

4.2.2.2 TO Proposal Numbering

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

4.2.2.3 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, the Department 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 the Department. 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 two (2) copies of each with original signatures.

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal (with password protection if emailed):

- A. Attachment 1 Price Sheet – Signed PDF PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.3.1 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. Include descriptions of the offsite facility capabilities and physical security procedures followed for tape transport and storage.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) 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.	The Master Contractor must have demonstrated (3) years of experience performing pickup, storage, and delivery of off-site tape storage.	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

No Key Personnel are required for this contract.

D) MBE, SBE Participation and VSBE Participation

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

E) Subcontractors

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

F) Overall Offeror team organizational chart

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

G) Master Contractor 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: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any 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.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

An Offeror 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. Offerors 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.

J) Proposed Facility

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

4.3.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Offeror's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, completed in PDF format. 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 Offerors 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 TO 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.

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 4.3.1 TO Technical Proposal.
- B) 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.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) 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.
- E) 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, and
- d. by a Notice to Proceed authorized by the TO Procurement Officer. See <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf> (sample).
- e. Criminal Background Check Affidavit

- f. Proof of insurance (see Section 3.13).

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5.5 LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	<i>Not Applicable</i>	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	<i>Not Applicable</i>	N/A
Attachment 6	Pre-Proposal Conference Directions	<i>Not Applicable</i>	N/A
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	<i>Not Applicable</i>	N/A
Attachment 9	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	N/A
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	<i>Not Applicable</i>	N/A
Attachment 13	Mercury Affidavit	<i>Not Applicable</i>	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	<i>Not Applicable</i>	N/A
Attachment 17	Criminal Background Check Affidavit	Applicable	Do Not submit with TO Technical 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 (FIXED PRICE) FOR CATS+ TORFP # Q00B7400054**

* Monthly quantities shall not be construed as “guaranteed”; the total number of additional Emergency Requests is an estimate only for purposes of price sheet evaluation.

Service	UNIT PRICE (Each)	Estimated Monthly Quantity	Monthly Price	Annual Price (Monthly Price x 12)
Scheduled Daily Service. (See Section 3.6.2.4 and Section 3.6.1.10)	\$	31	\$	\$
Transport Container (daily as needed) See (Section 3.6.2.4 and Section 3.6.1.19)	\$	8	\$	\$
Media Handling for tape types 3490, 3590	\$	200	\$	\$
Closed Container Handling (daily as needed) (See Section 3.6.2.4)	\$	1	\$	\$
Transport Container Handling (daily as needed) (See Section 3.6.2.4 and Section 3.6.1.19)	\$	28	\$	\$
Standard Storage Description	\$		\$	\$
Slotted Media (See Section 3.6.1.5 & Section 3.6.2.22) for tape types 3490, 3590	\$	-250	\$	\$
Closed Container – Small. (See Section 3.6.1.4 & Section 3.6.2.21)	\$	2	\$	\$
Closed Container – Large (See Section 3.6.1.4 & Section 3.6.2.21)	\$	2	\$	\$
Additional Storage & Services				
Daily special emergency pickup and delivery outside regularly scheduled service, as needed. (See Section 3.6.1.6) (price per each)	\$	10	\$	\$
	UNIT Price (Each)	Estimated Annual Quantity		Annual Price (Qty * Price)
Provide schedule delivery and pickup of disaster recovery media to The Department DR site or another specified by the TO Manager. (See Section 3.6.1.1)	\$	2	----	\$
Per Year Total	----	----	-----	\$
Sub-total Years 1-2 (24 months)	---	----	-----	\$
Sub-total Option Year 3 (12 months)	---	----	-----	\$
Total Evaluated Price (Subtotal Years 1-2 + Sub-total Option year 3)			\$	

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP# Q00B7400054 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this _____ day of _____, 2017 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Public Safety and Correctional Services (DPSCS)

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 Department of Public Safety and Correctional Services, as identified in the CATS+ TORFP # Q00B7400054.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # Q00B7400054, 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 Master Contractor dated as of its dated date.
 - d) “TO Procurement Officer” means Arthur E. Petersen, Jr. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between DPSCS and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Moses Walker, Jr.. 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 term of this TO Agreement shall commence as of the date of mutual Contract execution by the parties ("Effective Date") and expire on the second (2nd) anniversary thereof. . At the sole option of the State, this TO Agreement may be extended for one (1) additional, one (1) year periods for a total TO Agreement period ending on _____.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor 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 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

By: Arthur E. Petersen, Jr., 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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

See example online at

<http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>

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 Department of Public Safety and Correctional Services, the Department (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 Off Site Tape Storage TORFP No. Q00B740054 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. 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(c)) 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 Department, all 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 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:

DPSCS

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

See the sample checklist online at

<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+Self-ReportingChecklistSample.pdf>

Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The TO Contractor is requested to complete and return this form, attaching supporting documentation as needed.

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

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 _____(TO 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 _____(TO Contractor)_____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services TO Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____(TO Contractor)_____ has provided Department of Public Safety and Correctional Services with a summary of the security clearance results for all of the candidates that will be working on Task Order Off Site Tape Storage Q00B7400054 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + TO Contract. TO 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.

TO Contractor

Typed Name

Signature

Date

Submit within 45 days of NTP