

**Request for Resume (RFR)
CATS+ Master Contract
Disaster Recovery - Subject Matter Expert
J01B6400044**

Section 1 – General Information			
RFR Number: (Reference BPO Number)	J01B6400044		
Functional Area (Enter One Only)	Functional Area 7 – Information System Security		
Labor Category/s			
<i>A single support staff may be engaged for up to six months without renewal options. An RFR is limited to only labor categories defined in the CATS+ RFP.</i>			
<i>Enter the labor category/s to be provided:</i>			
1. Labor Category #3 - Senior Subject Matter Expert			
Anticipated Start Date	August 2016		
Duration of Assignment	Six (6) Months		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	Yes		
MBE Goal, if applicable	0%		
Issue Date: mm/dd/yyyy	Wednesday, May 25, 2016	Due Date: mm/dd/yyyy	Monday June 20, 2016
		Time :	2:00 p.m. Local time
Place of Performance:	Maryland Department of Transportation, Office of Transportation Technology Services 7201 Corporate Center Drive, Hanover, MD 21076		
Special Instructions: (e.g. interview information, attachments, etc.)	In-person interviews will be conducted by a panel using a standardized set of interview questions for all candidates. Telephonic interviews will not be considered. A completed Attachment 4 Non-Disclosure Agreement, Attachment 4-A and Attachment 6 Criminal Background Check Affidavit must be submitted prior to commencement of work on this RFR.		
Security Requirements (if applicable):	<ol style="list-style-type: none"> 1. Selected personnel must pass background check and obtain a contractor State ID badge 2. Contract personnel must provide their own laptop computer. That computer must be up to date with all Microsoft patches, have current anti-virus protection, and will be scanned by MDOT IT prior to plugging into the MDOT network. The MS Office software must be no older than two versions from the current MS release. 3. Candidate must agree to adhere to IT security policies asserted by the State of Maryland. 		

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Invoicing Instructions

1. After the end of each month, the Master Contractor shall submit timesheets and status reports to the Agency Task Order Manager (TO Manager) for review prior to submitting an invoice.
2. The TO Manager shall review, sign, and return to the Master Contractor the timesheets.
3. The Master Contractor shall send a copy of the signed timesheets and status reports with an invoice to the address below.

Special Invoicing Instructions:

1. Invoices will be based on hours worked, supported by time sheets and status reports showing date/time/activity of all chargeable hours.
2. Invoices will be sent to:
**Maryland Department of Transportation
Office of Transportation Technology Services (OTTS)
7201 Corporate Center Drive
Hanover, MD 21076**

lfloyd1@mdot.state.md.us
410.865.1283 (Office)
410.865.1032 (Fax)

Section 2 – Agency Procurement Officer (PO) Information

Agency / Division Name:

Maryland Department of Transportation
Office Of Procurement
7201 Corporate Center Drive
Hanover, MD 21076

Agency PO Name:

Joseph Palechek

Agency PO Phone Number:

410-865-1129

Agency PO Email Address:

jpalechek@mdot.state.md.us

Agency PO Fax:

410-865-1388

Agency PO Mailing Address:

7201 Corporate Center Drive, Hanover, MD 21076

Section 3 – Scope of Work

Agency / Project Background

The Maryland Department of Transportation (MDOT) is an organization comprised of five transportation business units (TBU's) and one Authority. They are: The Secretary's Office, State Highway Administration, Maryland Transit Administration, Motor Vehicle Administration, Maryland Port Administration, Maryland Aviation Administration and the Maryland Transportation Authority. This unique approach provides the state's leadership with the ability to develop a coordinated and balanced approach to transportation. The Office of Transportation Technology Services, Office of the Secretary is the Business Unit responsible for this Project.

MDOT is seeking a Subject Matter Expert (Senior) to assess and develop an agency wide plan for IT Disaster Recovery and Business Continuity. The purpose of the project is to provide MDOT with an agency wide plan for IT Disaster Recovery and Business Continuity. The plan will identify specific details on how MDOT should organize and report on its Disaster Recovery and Business Continuity practices, classification of systems by level of critically, and documentation that will demonstrate the process on how the MDOT IT system will perform after any outage and be restored back into operation.

The project will adhere and comply with all state and federal laws and standards, MDOT and Maryland security policies and procedures, and MDOT's IT Master Plan (ITMP).

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Job Description/s	
Labor Category/s (From Section 1 Above)	Duties / Responsibilities
Subject Matter Expert (Senior)	<ul style="list-style-type: none"> -- Assess, current documents and develops plans and requirements for an overall MDOT Disaster Recovery and Business Continuity master plan. -- Identify and develop the process and procedures that are necessary to establish and maintain on an ongoing basis an enterprise wide Disaster Recovery and Business Continuity program. -- Perform assessment and prepare a written report of all MDOT IT Disaster Recovery Plans for compliance with the State of Maryland IT Disaster Recover Planning and Security Policies, and MDOT policies. Any non-compliance issues will be documented with recommended changes. -- Review MDOT overall strategy for Disaster Recovery and document issues or changes that are required. -- Conduct Interviews with IT Staff to have an understanding of the MDOT and TBU's IT infrastructure, Networks, Systems and operational environments at each datacenter. -- Assess, develop, and document procedures for recovery requirements associated with MDOT datacenters for appropriate IT and vendor team member's duties which will result in recommendations for timely, effective decision regarding Hardware/Software and operations recovery planning. ---Develop a procedure to conduct a tabletop exercise to validate the Disaster Recovery and Business Continuity Plans. -- Identify MDOT's mission critical systems. -- A monthly timesheet shall be submitted to the TO Manager showing hours worked. -- A written weekly assessment/status report of activities performed to support the hours worked.
Minimum Qualifications	
<p>For minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. In addition, qualified candidates <u>must</u> meet the minimum qualifications specified below. Candidates that do not meet minimum qualifications will be deemed not reasonably susceptible for award and will not progress to evaluation.</p>	
Labor Category/s (From Section 1 Above)	Minimum Qualifications
Subject Matter Expert (Senior)	<p>Education: Bachelor's Degree from an accredited college or university in the specific discipline required by the State. A Master's Degree or Ph.D. Degree is preferred.</p> <p>General Experience: At least 12 years of relevant industry experience in the discipline that is required.</p> <p>Specialized Experience: At least 10 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.</p>

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Preferred Qualifications

The additional Experience/Knowledge/Skills listed below are preferred by the State.

<i>Subject Matter Expert (Senior)</i>	<p>Education: A Master’s Degree is preferred or Bachelor’s Degree from an accredited college or university in Business, Information Technology, or Computer discipline.</p> <p>General Experience: At least eight years in IT Technology, as it relates to Disaster Recovery Planning, Software, Hardware and Computer Operations environments.</p> <p>Specialized Experience: Five years’ experience in assessing and execution of IT Disaster Recovery and Business Continuity Plans.</p> <ol style="list-style-type: none"> a. Knowledge and experience in the development of Disaster Recovery and Business Continuity Plans. b. Experience in IT Computer Operations, Systems, Applications and Networks. c. Experience with IT Disaster Recovery and Security policies. d. Advanced proficiency in MS Word, Excel, Outlook, Access, and Power Point.
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Section 4 - Required Submissions

NOTE:

1. Master Contractors may propose only one (1) candidate.
2. Master Contractors electing not to propose in response to the RFR must submit a “Master Contractor Feedback Form” via the “Master Contractor Login” on the CATS+ web site.
3. Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two (2) separate emails as follows:

Email 1 of 2 with “Technical”: Master Contractor Name, RFR number, & candidate name in the subject line

1. One Resume for the labor category described in the RFR (Attachment 1 RFR Resume Form)
2. Three (3) current references that can be contacted for performance verification of the submitted candidate’s work experience and skills. Name, telephone number and email address of reference is needed.
3. Attachment 3 Certification Regarding Investments in Iran.
4. Attachment 5 Conflict of Interest Affidavit.
5. Attachment 7 Living Wage Affidavit.
6. Attachment 9 Small Business Contract Affidavit
7. Any other required documentation to demonstrate meeting minimum qualifications.
8. Professional certifications (if applicable).
9. Provide a Sample Business Analysis or Re-engineering effort with process flow diagrams from a similar project the resource has prepared.

Email 2 of 2 as a password protected file with “Financial”: Master Contractor Name, RFR number, & candidate name in the subject line. The password must be unique for each candidate e-mail.

1. Price Proposal (Attachment 2)

The PO will contact Master Contractors to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file will be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

The date and time of an e-mail RFR submission is determined by the date and time of arrival of all required files in the Procurement Officer’s e-mail inbox.

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Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

1. Specific work experience and relevant technical expertise as defined by the resume and candidate interview (minimum qualifications are listed in Section 3 - Scope of Work of the RFR.
2. Knowledge, skills, and training as defined by the resume and candidate interview.
3. Price rankings of proposals.
4. Required submissions (See Section 4).
5. References.

Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. In this evaluation technical merit is considered to have greater weight. The Agency PO will initiate and deliver a Task Order Agreement to the selected Master Contractor.

Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.

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ATTACHMENT 1			
RFR RESUME FORM			
RFR #J01B6400044			
Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR. If the RFR requests multiple Labor Categories, use a separate resume form for each Labor Category.			
Labor Category (from Section 1 of the RFR)		<i>Subject Matter Expert (Senior)</i>	
Candidate Name:			
Master Contractor:			
A. Education / Training			
Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			
B. Relevant Work Experience			
Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the RFR. Starts with the most recent experience first; do not include non-relevant experience.			
[Organization]	<i>Description of Work...</i>		
[Title / Role]			
[Period of Employment / Work]			
[Location]			
[Contact Person (Optional if current employer)]			
[Organization]	<i>Description of Work...</i>		
[Title / Role]			
[Period of Employment / Work]			
[Location]			
<add lines as needed>			
C. Employment History			
List employment history, starting with the most recent employment first			
Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			
D. References			
List persons the State may contact as employment references			

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Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			

LABOR CATEGORY PERSONNEL RESUME SUMMARY

(ATTACHMENT 1 CONTINUED)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – Subject Matter Expert (Senior)	
Requirement	Candidate Relevant Experience *
Education: Bachelor’s Degree from an accredited college or university in the specific discipline required by the State. A Master’s Degree or Ph.D degree is preferred.	Education:
General Experience: At least 12 years of relevant industry experience in the discipline is required.	General Experience:
Specialized Experience: At least 10 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.	Specialized Experience:
<u>Preferred</u> Education: A Master’s Degree is preferred or Bachelor’s Degree from an accredited college or university in Business, Information Technology, or Computer discipline General Experience: At least eight years in IT Technology, as it relates to Disaster Recovery Planning, Software, Hardware and Computer Operations environments. Specialized Experience: <ol style="list-style-type: none"> a. Five years’ experience in assessing and execution of IT Disaster Recovery and Business Continuity Plans. b. Knowledge and experience in the development of Disaster Recovery and Business Continuity Plans. c. Experience in IT Computer Operations, Systems, Applications and Networks. d. Experience with IT Disaster Recovery and Security policies. 	

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e. Advanced proficiency in MS Word, Excel, Outlook, Access, and Power Point.	
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The information provided on this form for this labor category is true and correct to the best of my knowledge:

Master Contractor Representative:

Print Name	Signature	Date

Proposed Individual:

Signature	Date

Instruction: Sign each form.

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ATTACHMENT 2
PRICE PROPOSAL

RFR #

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

Period 1			
	A	C	D
CATS+ Labor Category	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 1 Extended Price (B x C)
<i>Subject Matter Expert (Senior) – enter proposed resource name</i>	\$	1000	\$
Total Period 1 Evaluation Price:			

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

* The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

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ATTACHMENT 3 - 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: _____

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ATTACHMENT 4 – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through The Secretary’s Office, Office of Transportation Technology Services (the “Department or Agency”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Disaster Recovery Subject Matter Expert Solicitation #J01B6400044; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, 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 Contractor in connection with the Contract 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 Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the 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 Contract.
2. 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 Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT 4-A. Contractor shall update ATTACHMENT 4-A by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the 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.

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4. 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. 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 Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department or Agency all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the Contract.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The 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 to seek damages from the Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the 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 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;

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- 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;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

MDOT, Office of Transportation Technology Services

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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NON-DISCLOSURE AGREEMENT - ATTACHMENT 4-A

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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ATTACHMENT 5 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)

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ATTACHMENT 6 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+), and Section 1 Security Requirements of this RFR.

I hereby affirm that the _____ (Master Contractor) _____ has provided MDOT with a summary of the security clearance results for all of the candidates that will be working on this RFR # J01B6400044 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract.

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

Master Contractor

Typed Name

Signature

Date

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ATTACHMENT 7 LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

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- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

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ATTACHMENT 7 - Maryland Living Wage Requirements Affidavit of Agreement

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

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

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

The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

(submit with Proposal)

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ATTACHMENT 8 - TASK ORDER AGREEMENT

CATS+ RFR #J01B6400044 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2016 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS).

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 Maryland Department of Transportation, Office of Transportation Technology Services; as identified in the CATS+ RFR #J01B6400044.
 - b) “CATS+ RFR” means the Task Order Request for Proposals #J01B6400044, dated _____, 2016, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MDOT, OTTS and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Drexel Ryberg of 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+ RFR dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ RFR 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 2 of the CATS+ RFR. 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

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ RFR on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of six (6) months, commencing on the date of Notice to Proceed and terminating six (6) months from Notice to Proceed.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ RFR and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ RFR, 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

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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, MDOT, OTTS

By: Michael Haifley, Deputy Director
TSO, Office of Procurement

Date

Witness: _____

Approved for form and legal sufficiency this ____ day of _____, 2016:

Assistant Attorney General

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ATTACHMENT 9- SMALL BUSINESS CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

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

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

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

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NOTICE TO BIDDERS
SMALL BUSINESS RESERVE PROCUREMENT

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

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

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

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

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