

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

IMPLEMENTATION & MIGRATION SERVICES FOR IBM DS8870 & TS7720/VTS SYSTEMS

CATS+ TORFP # Q00B740006



Department of Public Safety and Correctional Services (DPSCS)

Issue Date: August 18, 2016

KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	Implementation & Migration Services for IBM DS8870 & TS7720/VTS Systems
Solicitation Number (TORFP #):	DPSCS – TORFP - Q00B7400006
Functional Area:	Functional Area 6- Systems/Facilities Management and Maintenance
Issue Date:	08/18/2016
Questions Due Date and Time:	08/23/2016 at 12:00 PM Local Time
Closing Date and Time:	09/06/2016 at 2:00 PM Local Time
TO Requesting Agency:	Department of Public Safety and Correctional Services (DPSCS)
Send Proposals to:	Arthur E. Petersen, Jr., Procurement Officer Department of Public Safety and Correctional Services OSEC – Procurement Services 300 E. Joppa Road, Suite 1000 Towson, MD 21286
Send Questions to (e-mail only)	Arthur.petersen@maryland.gov
TO Procurement Officer:	Arthur E. Petersen, Jr. Phone: 410-339-5929 e-mail: Arthur.petersen@maryland.gov
TO Manager:	Craig Dozier Office Phone Number: 410-585-2910 Office Fax Number: 410-653-4526 e-mail address: craig.dozier@maryland.gov
TO Type:	Fixed price
Period of Performance:	Ninety (90) days from Notice to Proceed (NTP)
MBE Goal:	0 %
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Public Safety Data Center (Maryland State Police HQ.) 1201 Reisterstown Rd., Bldg. F Pikeville, 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 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.

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

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

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

1.8 No pre-proposal conference will be held. CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

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

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

A Mercury Affidavit is not required for this solicitation.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protection of confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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)	Issuing Agency
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
ITCD	Information Technology & Communications Division of the Department

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
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and

	employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t. § 10-1301(c).
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
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”

1.21 TO AGREEMENT DURATION

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the TO Agreement, prior to the TO Agreement's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for a period up to, but not

exceeding, one-third of the base term of the TO Agreement (e.g., eight-month extension on a two-year TO Agreement), not to exceed five (5) years for total TO Agreement period of performance, for the performance of work within the TO Agreement's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

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

The Master Contractor's TO Proposal shall demonstrate meeting the following minimum requirements:

- 1) At least four (4) years of demonstrated experience providing services for IBM mainframe hardware systems. In addition, the engagements must meet the following criteria:
 - i) The engagement must include in the implementation and migration of IBM mainframe disk subsystems and tape systems with Virtual Tape Storage (VTS).
 - ii) The Offeror must have provided at least at least one (1) IBM mainframe systems support personnel with an IBM certification; and
 - iii) Any engagement demonstrating meeting this qualification must have occurred within the last seven (7) years.
- 2) Current certification authorizing the Offeror to perform IBM hardware installation and related services, or a current IBM Business Partner status. Evidence shall be provided by a document furnished on IBM's letterhead or in an e-mail indicating such status. Further, the document shall be current or less than twelve (12) months old. Each document shall provide the following information:
 - i) Manufacturer or distributor POC name for verification;
 - ii) Manufacturer or distributor POC mailing address;
 - iii) Manufacturer or distributor POC telephone number;
 - iv) Manufacturer or distributor POC e-mail address;
 - v) If available, a Re-seller Identifier or other IBM-issued identifier.

SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

DPSCS or the “Department” is issuing this CATS+ TORFP to acquire services in accordance with the scope of work described in this Section 3. The Department requires an organization to plan and assist the Department’s IT staff to implement the Department’s new DS8870 storage device and TS7720 tape system/VTS, including data migration from the Department’s existing mainframe DS6800 and 3494-B10 Virtual Storage Device (VTS) systems. These services include the implementation, customization, and migration by senior-level personnel.

This Task Order will be a joint effort between the TO Contractor and Department staff, with Department staff making any actual operating system changes due to security requirements. All work will be performed at the Department’s Public Safety Data Center.

The new devices, acquired under previous contracts will replace the existing mainframe system that IBM will no longer support as of September 30, 2016. Meeting this date and managing risk is very important to the Department.

As part of the evaluation of the proposal for this TO, Master Contractors shall describe in a Staffing Plan how resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DPSCS expects the proposed Key Personnel to be available as of the start date specified in the Notice To Proceed (NTP).

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

3.2 REQUESTING AGENCY BACKGROUND

The Department’s Information Technology & Communications Division (ITCD) is responsible for the provision of automated management information services and criminal history record information to the Department and other criminal justice agencies in the State. These services include the design, programming, operations, and maintenance of a wide variety of systems throughout the State, as well as the performance of State and national criminal history records checks for non-criminal justice purposes. ITCD implements the Department's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services.

DPSCS ITCD is located at:

6776 Reisterstown Road, Suite 209

Baltimore, Maryland 21215

DPSCS ITCD operates the twenty-four hour a day, seven day a week Public Safety Data Center. and is tasked with providing all information technology services for all sub-agencies within the Department, along with the law enforcement and criminal justice communities statewide.

3.3 PROJECT DESCRIPTION

The Department needs to transition away from its existing DS6800 and 3494-B10 VTS systems due to IBM terminating support as of September 30, 2016.

A new IBM 2828-H06 C02 mainframe has been procured and will be implemented after the work in this TORFP has been completed.

3.3.1 OPERATING ENVIRONMENT

The legacy systems reside on the IBM 2086-A04 mainframe computer at the State of Maryland Public Safety Data Center (PSDC) in Pikesville, Maryland. The mainframe computer houses all pertinent programs, libraries, files, and databases. The software includes z/OS 1.13, CICS 4.2, DB2 10.1, IMS 12.1, CA-Top Secret R14, CA-TLMS 12.6, CA-Librarian 4.4, TMON/MVS, TMON/CICS, MQ Series and many other OEM products. All equipment is located in the Public Safety Data Center located in the State Police facilities at 1201 Reisterstown Road in Pikesville, Maryland.

Data stored on these systems include Sensitive Data, including top secret procedures.

The various application systems seldom experience downtime. In the past twelve months, an uptime of over 99% has been accomplished.

3.3.2 CUSTOMER INTERFACE

The internal customers consist of management, an assigned programming staff, and user agency representatives from the Division of Correction, Division of Parole & Probation, the Parole Commission, , and the Division of Pretrial Detention & Services, Police and Correctional Training Commissions, etc.

The external customers are (non-DPSCS) criminal justice agencies, such as the Maryland State Police, Baltimore City Police, and various local law enforcement and sheriff's offices, federal law enforcement agencies, along with research business entities requesting offender data.

3.4 PROFESSIONAL DEVELOPMENT

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

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with and remain abreast of 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 at: www.DoIT.maryland.gov - keyword: SDLC;

- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Access Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- 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

The offeror is expected to maintain the administrative portions of the legacy systems.

******NOTE: All hardware to be implemented will already be IBM code 20. ******

The work to be accomplished under this Task Order consists of the following:

- (a) Implementation & customization of IBM DS8870 storage device,
- (b) Migration of disk storage data (existing data from the IBM DS6800 to the new DS8870),
- (c) Implementation & customization of the IBM TS7720/VTS system.
- (d) Migration of existing tape data (i.e., all tape data from existing 3584-E07 to the new TS7720/VTS device).

3.6.1 TRANSITION-IN REQUIREMENTS

The TO Contractor shall hold a kickoff meeting within 5 business days of NTP with the Department. The TO Contractor will provide a written project plan with milestones and deliverables at the time of the meeting. After the meeting, revisions will be made by the TO Contractor and submitted electronically to the TO Manager for review and approval.

3.6.2 TRANSITION-OUT REQUIREMENTS

The TO Contractor shall provide a complete working mainframe environment that can successfully access, modify and save all data on the new SAN and VTS. As part of such, the TO Contractor shall provide written electronic information regarding tasks completed, all configurations and migrations completed, and tasks and instructions for support and maintenance going forward/.

3.6.3 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in this Section 3.6 Requirements.

- 3.6.3.1 The TO Contractor shall perform all TO Agreement activities no later than 45 calendar days after NTP.
- 3.6.3.2 The TO Contractor shall provide an implementation and installation plan including milestones and dates for all proposed activities, including activities by State personnel. Top Secret
- 3.6.3.3 The Contractor shall provide all necessary IBM operational, technical, reference documentation.
- 3.6.3.4 The TO Contractor shall implement and customize the DPSCS IBM DS8870 Storage Device, to include:
1. Provide training for the Department’s technical support personnel and computer operators at the Public Safety Data Center on any features of the DS8870 device that will be required to properly operate and support this new device. This is not a formal training class, nor will a written document be produced.
 2. Perform the internal hardware configuration of the new DS8870 device (RAID 5).
 3. Assist when required and verify the work of the Department’s technicians in the installation and implementation of DS8870 Storage Manager GUI tool.
 4. Assist and verify the work of the Department’s technicians in implementing the Easy Tier feature.
 5. Assist and verify the work of the Department’s technicians in implementing PAV/HyperPAV features.
 6. Assist and verify the work of the Department’s technicians in implementing systems management procedures for the DS8870.
 7. Be responsible for all required firmware changes.
 8. Provide all hardware and software required to complete the migration of existing Departmental data to the new devices, without requiring DPSCS to purchase equipment and software to perform the migration.
 9. Be responsible for all installation, cabling and migration of data required to make all of the new hardware operational.
 10. Assist and verify the work of the Department’s technicians with all software changes required (including but not limited to: GENs, PARMs).
 11. Provide all necessary IBM operations, technical maintenance and reference documentation.
 12. Identify, document, and support the Department’s staff making changes required to the Department’s firewalls.
- 3.6.3.5 The TO Contractor shall migrate disk storage data, to include:
1. Identify, document the process, and perform a non-disruptive migration (e.g., TDMF, FDRPAS) of the existing data files (sixteen (16) TB) on the existing IBM 6800 device to the DS8870 RAID device. The Department does not currently have tape copy software.

2. TO Contractor is to Provide all cables and connection devices, which were not part of the IBM installation (code 20 process), that attach to the FICON channels to make the unit function.
 3. The TO Contractor shall assist with resolution of issues until the new DS8870 device is operational with no errors on all three LPARs.
- 3.6.3.6 The TO Contractor shall implement and customize the IBM TS7720/VTS System, to include:
1. Assist and verify the work of the Department’s technicians with all required system software changes (e.g., IODF, PARM’s, DFSMS, ACS routines).
 2. Assist and verify the work of the Department’s technicians in defining and configuring the (3584/ 3592-E07) native and virtual (TS7720) libraries in DFSMSShsm (ARCCMD00), along with any other tasks required such as backups.
 3. Assist and verify the work of the Department’s technicians in implementing encryption covering the new offsite physical 3592-E07 tapes and assist the Department technicians with setting up the IBM key manager software on our zOS systems. There is currently no encryption for offsite tapes.
 4. Provide recommendations for the required z/OS and CA-TLMS changes. All change recommendations must be in writing.
 5. Verify the “logical” volume volser ranges have been defined to the tape management system.
 6. Provide all necessary IBM operational and reference documentation.
 7. Be responsible for all required firmware changes.
 8. Provide training for the Department’s technical support personnel and computer operators at the Public Safety Data Center on features of the 3584 tape library, 3592-C07 tape controller, 3592-E07 enterprise tape drive and TS7720 virtual tape library that will be required to properly operate and support this new device. This is not a formal training class, nor will a document be produced.
- 3.6.3.7 The TO Contractor shall migrate existing tape data, to include:
1. Document the process and perform the migration for a non-disruptive migration for: the 9,999 logical data (virtual tape) files, our native 400 (physical) tape files totaling sixteen (16) TB, and 96 backend tapes. The virtual tape data exists in our IBM 3494-B10 device and SHALL be moved to the new IBM TS7720. While our native offsite 3590 tapes share the 3494, some will move to the new 3592-E07 (3592-C07) tape drives housed in the new 3584 tape library. There are also some native tapes that will need to be converted from physical 3590 tape media to the TS7720 virtual tape library.
 2. Be responsible for any hardware and software required for the migration of existing Departmental data to the new devices.
 3. Be responsible for all installation and cabling required to make the new hardware operational.
 4. Identify, document, and support the Department’s staff making changes required to the Department’s firewalls.

3.6.4 TESTING

The TO Contractor shall develop and execute a test and implementation plan for each data migration.

The TO Contractor shall first test the migrated data on the Test LPAR and then re-test in the Production LPAR.

3.6.5 TRAINING

As described in Sections 3.6.3.3 and 3.6.3.5, the TO Contractor shall transfer knowledge to appropriate State staff on the new features of the DS8870 and TS7720/VTS so they can operate the new system.

3.6.6 CHANGE MANAGEMENT

The TO Contractor shall make changes approved by the TO Manager in accordance with all existing DPSCS change management policies.

The TO Contractor shall document all configurations for the installed systems (this could be a configuration file or printout).

3.6.7 DEPARTMENT RESPONSIBILITIES

The Department will be responsible for:

- a. Making all required operating system changes, per the recommendations of the TO Contractor.
- b. Making all the required CA-Top Secret security software changes.
- c. Making any required changes to the Department's firewall.
- d. Making all the required CA-TLMS tape system software changes, per the recommendations of the TO Contractor.
- e. Making all of the required VTS tape system changes, per the recommendations of the TO Contractor.
- f. Erasing data, removing and disposition of the existing equipment.

3.6.7.1 Facilities, Supplies, and Services

At the Department's facility at 1201 Reisterstown Road, Pikesville, MD 21208, a reasonable level of the following items will be provided TO Contractor Personnel:

- (a) Office space
- (b) Office furniture (desk and chair)
- (c) Office supplies
- (d) Telephone and fax equipment (local use only)
- (e) Photocopier(s) and printer(s)
- (f) Personal computer with E-Mail and Internet services
- (g) System hardware and software to perform testing

3.6.7.2 Information Sources

The State will provide the following information sources for use in performing this task:

- (a) System documentation
- (b) Software Manuals

3.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

- A. TO Contractor shall furnish, at no additional expense to the State, all necessary equipment and software to perform data migration.
- B. TO Contractor shall furnish, at no additional expense to the State, all necessary cabling and materials to make the systems fully functional.

3.6.9 REPORTING

The TO Contractor shall submit a weekly progress report to the TO Manager, and an electronic copy to the State of Maryland OIT Program Management Office (craig.dozier@maryland.gov). The progress report and copy shall be submitted on each Monday of the week and shall contain, as a minimum, the following information:

- (a) Work accomplished during the reporting period
- (b) Deliverable progress, as a percentage of completion
- (c) Problem areas
- (d) Planned activities for the next reporting period

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. TO Contractor Personnel shall be available during Normal State Business Hours on Business Days. TO Contractor Personnel shall also provide 24x7 on-call support for operational integrity during the duration of the Task Order.
- B. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours.
- C. Any deviations from the required work schedule must be formally approved by the TO Manager, Craig Dozier.

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

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An Extraordinary Personnel Event – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) All TO Contractor Personnel are required to be fingerprinted by the Criminal Justice Information System - Central Repository (CJIS- CR) and must undergo both a State and Federal criminal history background check, prior to starting work. The TO Manager will arrange a date and time for fingerprinting at the DPSCS location.

Also, DPSCS will place a notification for all TO Contractor Personnel on the Identification Index System (IDENT/INDEX), so that CJIS-CR and IT&CD will be notified if the TO Contractor Personnel is arrested. A criminal record or arrest will preclude an individual from participation in this Task Order. This policy applies to any proposed TO Contractor Personnel who will be performing under this Task Order.

All TO Contractor Personnel shall be monitored throughout the Task Order period of performance and shall consent to such monitoring. Detection of any unlawful conduct may be referred to Law Enforcement Officials.

- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.

- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.5 Demonstrated Qualifications of TO Contractor Personnel

When furnishing TO Contractor Personnel under this Task Order, the TO Contractor shall furnish individuals who have:

- i) At least five (5) years of experience within the past 10 years in systems programming, installation, configuration, customization and maintenance of z/OS tape and storage systems.
- ii) At least (5) years of experience within the past 10 years in systems programming of z/OS hardware definitions, using HCD in an LPAR environment.
- iii) At least five (5) years of experience within the past 10 years in migrating tape and disk storage data to new hardware

3.8 MILESTONES AND DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

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

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2007 or greater).

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

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

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

3.8.2 DELIVERABLE ACCEPTANCE

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

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input

from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

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

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

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

3.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
State of Maryland- Department of Public Safety and Correctional Services			24

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
A.	Kickoff Meeting	See Section 3.6.1	NTP + 5 Business Days
B.	Progress Report	See Section 3.6.10 Word format. Delivery of one paper copy and one electronic copy.	Initial Delivery: NTP+ 15 Business Days Updates: Weekly on Mondays
C.	Implementation and Installation Plan and Schedule	<p>The TO Contractor shall prepare a project plan, using Microsoft Project, to list all tasks required to completed this TORFB along with a timeline for each task not to exceed the 45 days of this contract.</p> <p>Delivery of one paper copy and one electronic copy.</p> <p>Detailed description of approach in Word format plus a Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours. To include planning for all of 3.6.3.4, 3.6.3.5, 3.6.3.6, 3.6.3.7 through production deployment and issue resolution.</p> <p>The TO Contractor shall deliver one paper copy and one electronic copy, using Word of each written deliverable to the TO Manager.</p>	<p>Initial Delivery: NTP + 5 Business Days</p> <p>Updates to schedule weekly with Progress Report</p>

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
D.	Implement IBM DS8870 storage device	-IBM DS8870 is implemented in the Test, Development and Production environments -training of State staff is complete -documentation of configuration is provided to the TO Manager -All data is migrated from the existing IBM 6800 -no errors on three LPARS -all requirements in 3.6.3.3 are complete. -Retrieve and read data from migrated data -Demonstrate error-free read and write to the new DS8870 storage.	Per Project Schedule
E.	Implement IBM TS7720/VTS System	IBM TS7720 system is implemented in the Test, Development and Production environments -training of State staff is complete -documentation of configuration is provided to the TO Manager -All data is migrated from the existing IBM 3494-B10 -no errors on three LPARS -all requirements in 3.6.3.3 are complete. -Retrieve and read data from migrated data -Demonstrate error-free read and write to the new TS7720 tape system.	Per Project Schedule

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.

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 invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall mail the original of each invoice and signed notice(s) of acceptance to Maryland Department of Public Safety and Correctional Services, PO Box 5743, Pikesville, Maryland 21282-5743, with a copy to the TO Manager
- D) Invoices for payment of services shall be submitted on or before the fifteenth day of the month following the approval of the DPAF.
- E) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order

- G) If the TO Agreement provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H) If the TO Agreement provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

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 Master Contract are still current and effective at the required levels (See Master 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.

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SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

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

4.2 SUBMISSION

4.2.1 PAPER SUBMISSION

4.2.1.1 TO Proposal Volume Packaging

Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and two (2) copies.

Unless the resulting package will be too unwieldy, the State's preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of TO Proposals and including a label bearing:

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

4.2.1.2 Electronic Version of TO Proposal

An electronic version of the TO Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original TO Technical Proposal and also one version in searchable Adobe PDF format. .

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

Electronic media (CD, DVD, 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).

4.2.1.3 Page Limits

The TO Proposal shall be prepared to print on standard 8 1/2 x 11 inch pages. Text must be single spaced and the print must be spaced not more than six (6) lines per inch. TO Proposal pages must be numbered, printed one-side only with one-inch margin on each side. All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.2.1.4 Page Limits

The TO Technical Proposal shall not exceed fifteen (15) pages and the TO Financial Proposal shall not exceed fifteen (15) pages. Title pages, Tables of contents and resumes are excluded from the page limits.

4.2.1.5 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, DPSCS 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 DPSCS. 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 12 – Living Wage Affidavit of Agreement
- C. Attachment 15 - Certification Regarding Investments in Iran

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

- A. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

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

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties. The Offeror shall describe how it will meet the September 30, 2016 date, or if it cannot meet the schedule for performing work and how risk to the Department will be minimized.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 3 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.
- 8) Staffing Schedule: A staffing schedule, by skill category, to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 9) The Offeror shall identify in its TO Proposal any activities it deems might be needed to complete installation and migration activities but aren't listed in the scope of work.
- 10) The Offeror shall briefly describe in its TO Proposal any existing documentation that the Offeror can adapt for the Department's use.

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
2.1.1.1	<p>1) At least four (4) years of demonstrated experience providing services for IBM mainframe hardware systems. In addition, the engagements must meet the following criteria:</p> <ul style="list-style-type: none"> i) The engagement must include in the implementation and migration of IBM mainframe disk subsystems and tape systems with Virtual Tape Storage (VTS). ii) The Offeror must have provided at least at least one (1) IBM mainframe systems support personnel with an IBM certification; and iii) Any engagement demonstrating meeting this qualification must have occurred within the last seven (7) years. 	Offeror evidence of compliance here.
2.1.1.1	<p>2) Current certification authorizing the Offeror to performing IBM hardware installation and related services, or a current IBM Business Partner status. Evidence shall be provided</p>	Offeror evidence of compliance here.

	<p>by a document furnished on IBM's letterhead or in an e-mail indicating such status. Further, the document shall be current or less than twelve (12) months old. Each document shall provide the following information:</p> <ul style="list-style-type: none"> i) Manufacturer or distributor POC name for verification; ii) Manufacturer or distributor POC mailing address; iii) Manufacturer or distributor POC telephone number; iv) Manufacturer or distributor POC e-mail address; v) If available, a Reseller Identifier or other IBM-issued identifier. 	
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C) Proposed Personnel and TORFP Staffing
Offeror shall:

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role.
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 2) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

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 and Subcontractor Experience and Capabilities

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

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

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

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet
- C) Prices shall be valid for 120 days.
- D) The Total Evaluated Price will be the Master Contractor's total firm, fixed price, and is not subject to adjustment because of variations in cost.

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SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

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

5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) Whether the schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed within this TORFP.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 3.1 and also for potential future resource requests.
- F) Demonstration of understanding the Technical Risk of Migration and an approach for mitigating such risks, including risk of performing work after 9/30/16.

5.3 SELECTION PROCEDURES

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

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

- a) An initial oral presentation will be performed for all proposals meeting minimum requirements.

- b) A technical ranking will be performed for all proposals based on the initial oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and oral presentation results.
 - c) The top ten (10) proposals identified by the technical ranking will be notified of additional oral presentations. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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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	Not Applicable	N/A
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	<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	Applicable	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	<i>Not Applicable</i>	N/A
Attachment 18	New IBM DS8870 Storage Configuration	Applicable	Do Not Submit with Proposal
Attachment 19	New IBM 3592/TS7720 Configuration	Applicable	Do Not Submit with Proposal
Attachment 20	Existing Tape/VTS and Storage Configurations	Applicable	Do Not Submit with Proposal

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # Q00B7400006

The Total Evaluated Price is the total firm, fixed price for all supplies, services and work listed in this TORFP, and is not subject to adjustment due to variations in cost.

Total Evaluated Price \$_____

Authorized Individual Name

Title

Signature

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

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

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# Q00B7400006 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2016 by and between _____ (TO Contractor) and the STATE OF MARYLAND, 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 # Q00B7400006.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # Q00B7400006, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means 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 Craig Dozier. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of Ninety (90) days from Notice to Proceed (NTP), commencing on the date the TO Agreement is fully executed and terminating on **Month Day, Year**.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to 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 _____ 2016.

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 sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

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

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)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number : Q00B7400006

Dear TO Contractor Contact:

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

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

Sincerely,

Arthur E. Petersen, Jr.

Task Order Procurement Officer

Enclosures (2)

cc: Craig Dozier, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DPSCS

Solicitation Title: Implementation & Migration Services for IBM DS8870 & TS7720/VTS Systems

TO Manager: Craig Dozier – 410-585-2910.

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): Q00B7400006 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 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, DPSCS, (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 Implementation & Migration Services for IBM DS8870 & TS7720/VTS Systems TORFP No. Q00B7400006 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) 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 Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a) This Agreement shall be governed by the laws of the State of Maryland;
 - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

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

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 18**Maryland Department of Public Safety - SAN Configuration**

<u>Product</u>	<u>Description</u>	<u>QTY</u>
2423-961	IBM DS8870	1
	700 OEL Indicator	1
	703 FICON Attach Indicator	1
	709 High Performance FICON Indicator	1
	713 IBM System Storage Easy Tier Indicator	1
	780 PAV Indicator	1
	782 HyperPAV Indicator	1
	805 5.1 to 10.0 TB capacity	1
	900 Non-Standby CoD	1
	934 IBM System z Indicator	1
	1051 Battery Assembly	1
	Three phase delta, 200-240V, 60A, 4-pin	
	1082 connector	1
	1120 Management Console - English Laptop Inter.	1
	1241 HD disk enclosure pair	1
	1242 HD STD Enclosure Indicator	1
	1246 HD Disk Drive Cable Group 1	1
	1301 I/O Enclosure Pair PCIE	1
	1320 PCI-E Cable Group 1	1
	1736 DS8000 LMC R7.5	1
	1750 Encrypted drive activation indicator	1
	2999 Disk enclosure filler set	2
	3053 Device Adapter Pair I	1
	3253 8 Gb 4 port LW FCP/FICON Adapter PCIE	4
	4311 16 GB Processor memory (2-core only)	1
	4411 2-core P7+ Processor indicator	1
	5708 600 GB 10,000 rpm disk drive set	1
	7033 OEL - 10 TB	1
	7051 OEL - 1 Value Unit	2
	7053 OEL - 10 Value Unit	1
	7083 IBM System Storage Easy Tier indicator	1
	7091 FICON indicator	1
	7092 zHPF indicator	1
	7823 PAV - 10 TB indicator	1
	7899 HyperPAV indicator	1
2398-LFA	DS8000 Function Authorization	1

1	Advanced functions license counter	1
934	IBM System z Indicator	1
7033	OEL - 10 TB	1
7051	OEL - 1 Value Unit	2
7053	OEL - 10 Value Unit	1
7083	IBM System Storage Easy Tier	1
7091	FICON Attachment	1
7092	High Performance FICON for System Z	1
7823	PAV - 10 TB indicator	1
7899	HyperPAV	1

ATTACHMENT 19

Part Number	Description	Qty.
F05 Frame & C07 3592 Tape Controller		
3592-C07-0000	TAPE CONTROLLER MODEL C07	1
3592-C07-2715	CONSOLE ATTACHMENT	1
3592-C07-3442	FICON LW ATTACHMENT	1
3592-C07-4444	LOGICAL LIBRARY OPTION PROVIDE	1
3592-C07-4451	1ST CONTROLLER INSTALLED	1
3592-C07-5241	DUAL PORT FC HBA	1
3592-C07-5597	QUADPORT ETHERNET ADAPTER	1
3592-C07-9000	F05 FRAME FOR TS3500 ATTAC	1
3592-C07-9478	3592 TAPE DRIVE ATTACHED	1
3592-C07-9752	9-MICRON LC/LC FIBRE 31 M CABL	1
3592-C07-9890	PLANT INSTALL C07 IN A3952 F05	1
F05 Frame, TS7720 Cache Controller & Virtualization Engine Server		
3952-F05-0000	TAPE FRAME	1
3952-F05-1903	DUAL AC POWER	1
3952-F05-3518	FC SWITCH MOUNT KIT FOR TS3500	1
3952-F05-4875	8GB FIBRE CHANNEL SWITCH	1
3952-F05-5890	PLANT INSTALL 3592 C07	1
3952-F05-7325	TS3500 TAPE LIBRARY ATTACHMENT	1
3952-F05-9954	NEMA L6-30 POWER CORD	1
3952-F05-AGGA	Shipping and Handling F05	1
3952-F05-AGGA	Shipping and Handling F05	1
3956-CS9-0000	TS7720 Cache Controller	1

3956-CS9-7115	36 TB SAS Storage	1
3956-CS9-7404	Encryption	1
3956-CS9-9352	Plant Install CC6 in F05	1
<hr/>		
3957-VEB-0000	TS7720 Virtualiz Engine Server	1
3957-VEB-0201	9 Micron LC/LC 31 Meter	2
3957-VEB-1036	1Gb Grid Dual Port Copper Conn	2
3957-VEB-2715	Console Attachment	1
3957-VEB-3439	8Gb FICON Long Wavelength	2
3957-VEB-3462	Memory Upgrade	1
3957-VEB-5268	100 MB/sec Increment	1
3957-VEB-5272	Enable Disk Encryption	1
3957-VEB-9000	Mainframe Attachment	1
3957-VEB-9116	Ship with R3.3 Machine Code	1
3957-VEB-9268	100 MB/s Throughput Plant	1
3957-VEB-9277	PKCS 12 File Plant	1
3957-VEB-9350	Plant Install V06 in F05	1

New Components Added to TS3500 sn 26866

3584-D23-0000	TS3500 EXPANSION FRAME	1
3584-D23-1451	ENH. FRAME CONTROL ASSEMBLY	1
3584-D23-1461	ADD"1 LC/LC PATCH PANEL CABLE	2
3584-D23-1515	3592 FIBRE DRIVE MOUNTING KIT	2
3584-D23-6025	25 METER LC-LC FIBRE CABLE	2
3584-D23-9692	Plant Install E07 in 3584	2
3584-D23-9900	ENCRYPTION CONFIGURATION	1
3584-D23-9972	DUAL 4.3M PWR CORD NON-WT	1
3584-D23-AGG4	Shipping and Handling D23	1
<hr/>		
3592-E07-0000	TS1140 Tape Drive	2
3592-E07-9000	zSeries ESCON/FICON Attach	2
3592-E07-9600	SpSeries AIX Attachment	2
3592-E07-9677	Plant install in 3584	2
<hr/>		
3599-014-0000	IBM Tape Cartridge 3592 Extended Data with Labeling and Initialization	1
3599-014-4020	20-Pack 3592 Extended Data Cartridges	5
3599-014-9003	Alpha prefix background - red	1
3599-014-9022	Label background: Color/Vibrant	1
3599-014-9032	Media Identifier Letters 'JB'	1

3599-014-9084	E4 FORMAT	1
3599-014-9113	First character of Volser is D	1
3599-014-9230	Second character of Volser is U	1
3599-014-9322	Third character of Volser is M	1
3584-L53-1659	16 ADDITIONAL 3592 I/O SLOTS	1
3584-L53-1806	3-6 FRAME X-TRACK CABLE	1
3584-L53-9003	ADD.EXPANSION FRAME ATTACHMENT	1
3584-L53-9217	Attach to 3953 LM/TS7700	1

ATTACHMENT 20

Existing DPSCS Storage and Tape Systems

Disk Storage (FICON-attached)

1750-522	IBM TotalStorage DS6800
800	Integrate in 2101-200 Rack
947	Other OS
1211	Modem Country Group M01
1320	Short Wave SFP Pair
2062	2Gb-300 GB 15K Drive Set
5011	OEL - 5TB
5920	FICON Attachment
9019	English Translation Materials
9850	Power Cord 125V/10A, Group #1

Tape Storage FICON-attached (4 channels)

Four (4) IBM 3490E Magnetic Cartridge Drives/ Controller
One (1) IBM 3494-D14 Magnetic Cartridge Drive
Two (2) IBM 3590 E Magnetic Cartridge Drives
One (1) IBM 3494-D22 Magnetic Cartridge Drive
Two (2) IBM 3592 J1A Magnetic Cartridge Drive
One (1) IBM 3492-L12 Tape Library
One (1) IBM 3494-B10 VTS
One (1) IBM 8482-2SU VTS HMC (console) w/ monitor
One (1) SMC eZswitch 44P4574 (for VTS)