



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

Mainframe Disaster Recovery Site

CATS II TORFP

**Q00B1400079**

Department of Public Safety and Correctional Services  
Information Technology and Communications Division

**ISSUE DATE: 12/02/2010**

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### KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP NAME:</b>	Mainframe Disaster Recovery Site
<b>FUNCTIONAL AREA:</b>	Functional Area VI : Systems/Facilities Management and Maintenance
<b>TORFP ISSUE DATE:</b>	12/02/2010
<b>Closing Date and Time:</b>	12/27/2010at 2:00 PM
<b>TORFP Issuing Office:</b>	Department of Public Safety and Correctional Services Information Technology and Communications Division
<b>Questions and Proposals are to be sent to:</b>	Martha Sullivan msullivan@dpscs.state.md.us
<b>TO Procurement Officer</b>	Martha Sullivan Office Phone: 410-585-3130 Office Fax: 410-358-8671
<b>TO Manager:</b>	Kevin Combs Office Phone: 410-585-3102 Fax: 410-653-4529
<b>Project Number:</b>	Q00B1400079
<b>TO Type:</b>	Fixed price
<b>Period of Performance:</b>	07/2/11-07/1/14
<b>MBE Goal:</b>	Zero percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Work will be performed at the Contractor's facility with the exception of meetings/tasks that requires ITCD staff participation. These will be held primarily at the Department of Public Safety & Correctional Services ITCD Division 6776 Reisterstown Road Suite 209 Baltimore, Maryland 21215
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	N/A
<b>TO Pre-Proposal Conference:</b>	Public Safety & Correctional Services ITCD Division 6776 Reisterstown Road Suite 200 Baltimore, Maryland 21215 12/17/2010 at 10:00 AM

	See Attachment 5 for Directions
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## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # **Q00B1400079**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **Q00B1400079** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **Q00B1400079** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 10 – Living Wage Affidavit of Agreement

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

### **1.5 CONFLICT OF INTEREST**

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

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

#### **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Procurement, 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

#### **1.7 LIMITATION OF LIABILITY CEILING**

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

#### **1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE**

The Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (IT&CD) is issuing this CATS II TORFP to select a TO Contractor to provide a Hot Site Vendor agreement for both disaster recovery testing on a twice-annual basis and for use in the event of an actual disaster at the ITCData Center site .The Contractor must be able to restore all data processing services to CJIS ( Criminal Justice Information System) users during and after a “disaster” situation, which would prevent DPSCS from using its existing data center. This restoration should entail all data processing hardware, infrastructure, local area network connectivity to enable the restoration of all DPSCS critical applications. The solution should provide DPSCS full functionality of their system within 24 hours of disaster reported time.

### **2.2 REQUESTING AGENCY INFORMATION**

The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) provides systems operations support for numerous departmental information systems, as well as networking interfaces for many national, state, and local criminal justice agencies; and Systems Applications support, which provides the programming necessary to maintain and develop the variety of criminal justice and management information systems needed by departmental and other criminal justice users. ITCData provides Mainframe and Network support at the Enterprise level. Additionally, support is provided for a variety of PC and web-based applications.

### **2.3 MANAGEMENT ROLES AND RESPONSIBILITIES**

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

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

### **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

The contact is for the purpose of providing Mainframe Disaster Recovery Services to restore all data processing services to the Criminal Justice Information System (CJIS). Equipment support under this contact is listed in the attached equipment list under section 2.6.7. This project will allow for the planning and implementation of a Disaster Recovery Hot Site for the Criminal Justice Information System (CJIS).



## **2.5 PROFESSIONAL DEVELOPMENT**

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) or anticipated to be implemented by The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) in the near future. With The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) prior approval, the time allocated to these continuing education activities for staff deployed to The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

## **2.6 REQUIREMENTS**

### **2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

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

#### **A) Recurring Daily / Weekly / Monthly Duties –Fixed Price Based**

- The DPSCS ITCD Disaster recovery project manager will coordinate all testing schedules with the hot-site vendor through the POC. Any questions or concerns will be handled through the POC also.
- The POC will arrange a twice-annual status meeting with the Hot Site Vendor representative, DPSCS DR Team and Executive management to provide status and progress of scheduling the next DR test and/or to provide a DR test debriefing for tests already completed.
- The POC and DPSCS TO Manager will meet monthly either in person or by teleconference to discuss progress and resolve any issues that may arise as part of the task order.

#### **Non-Recurring Duties – Fixed Price Based, Work Order Based**

The DPSCS ITCD DR Manager and team will create schedules based on workload and availability of staff for coordinating the testing dates and then will provide those dates to the hot-site vendor through the POC. Once the dates for testing have been established, the ITCD DR team and the POC will develop a testing work plan for each test and follow that plan until test completion. These tests will all be documented by the ITCD DR team and POC as part of the ITCD DR plan process.

### **2.6.2 SERVICE LEVEL AGREEMENT**

The following process shall be adhered to for service calls

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

### 2.6.3 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

### 2.6.4 SUBSTITUTION OF PERSONNEL

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

### 2.6.5 BACKUP / DISASTER RECOVERY

The TO Contractor shall provide a hot site vendor agreement for both disaster recovery testing for DPSCS staff to *semi-annually* test the DR Plan for a period of 40 hours each test, and for use in the event of an actual disaster of the Criminal Justice Information System. The provided hot site will assure that DPSCS has the mainframe capacity available at a remote location to restore the following mainframe configuration:

- One (1) IBM 2086-A04 Processor 16 MB memory w/ HMC console

- Two (2) IBM 3490E Magnetic Cartridge Drives
- One (1) IBM 3494-D14
- Two (2) IBM 3590 E Magnetic Cartridge Drives
- One (1) IBM 3594-D22
- One (1) 3592-J1A Tape Drives
- One (1) 3492-L12 Tape Library
- One (1) 3494-B10 VTS
- One (1) 8482-2SU VTS HMC console w/ monitor
- One (1) IBM 6262 Impact Line Printer
- One (1) IBM 3X74 Local Cluster Controller (includes 24 Terminals, Line Printer and Channel)
- One (1) Cisco 7206 Router, Channel Interface Processor Port , VXR (connects to WAN Team's DR site/ LATA Co-Lo)

In addition, the TO Contractor shall:

1. Provide the ability for DPSCS ITCD technical staff to use the Hot Site Vendor hot site facility twice a year to perform DR Tests. The tests shall be executed by ITCD personnel using the Hot Site Vendor facility resources. The length of time for each test will be 40 Hours.
2. Provide a resource to act as the liaison between the Hot Site Vendor and the DPSCS ITCD DR Project Manager. The liaison ("Point of contact" hereafter known as POC) will be a member of the DPSCS Disaster Recovery team and will handle scheduling of all necessary meetings, conference calls, and tests with the Hot Site Vendor and will provide the ITCD DR Manager with a list of any action items that may come as a result of these meetings or calls and will provide status on the action items.
3. Provide documentation from the Hot Site Vendor that outlines a documented and proven process for configuration control of site equipment so that it mirrors the ITCD Data Center operating environment. The process must provide the ITCD DATA CENTER with the flexibility to request changes in hardware at the DR site, as required, DPSCS would then process a Change Order request to reflect the new hardware configuration to assure that the proper hardware is in place in the event of an actual emergency.
4. provide the Hot Site Vendor's policies and describe the procedures for the ITCD DATA CENTER to follow in the event of a disaster alert and declaration; mitigation of simultaneous and frivolous declarations; and protection of ITCD

DATA CENTER rights due to the possible preemption by any other subscriber of the hot site.

5. Provide detailed information about the Hot Site Vendor site(s) being proposed including, location(s), what environmental equipment is in place (HVAC, Generators etc) and what redundancy is built in to the hot site.
6. Ensure the Hot Site Vendor's ability to provide office space with standard equipment including phones, desks, and PCs having 3270 emulation with appropriate network connectivity to accommodate a minimum of Ten (10) DPSCS Data Center technical personnel located at the hot site. Each seat must have a fully functional networked PC with a CD-R/W, Internet access with Microsoft Internet Explorer web browser, TN3270 emulation software with FTP client providing access to mainframe applications, and access to networked printers. This office space shall be available to DPSCS for a period of 48 hours for each test.
7. Provide signed non-disclosure agreement for all TO Contractor and Hot Site Vendor personnel who will have access to or process DPSCS data, to be provided by the State prior to the first test.
8. Provide trained personnel, either their own or the Hot Site Vendor's, to assist DPSCS staff during testing at the facility. The skill sets necessary for this support will be a minimum of 1 IBM Systems Programming Support resource, 1. Wide Area Networking support resource, 1 Local area network resource and 1 customer support resource.
9. Agree to have the TO Contractor and Hot Site Vendor personnel undergo the same background check required of State employees.
10. Provide 3 references from the selected Hot Site Vendor demonstrating their ability to meet the requirements and provide the level of technical experience outlined in this statement.

### **Network Recovery Phase I**

Network recovery is to be performed by the Hot Site Vendor and DPSCS using a phased approach. For the first phase, the TO Contractor must assure that the Hot Site Vendor will provide onsite seating at their facilities, local area network for PCs and servers, mainframe connectivity, and remote-access capabilities for remote recovery staff 10 DPSCS Staff. The LAN/WAN infrastructure and the LAN/WAN Network requirements are identified in section 2.6.7. A 10/100M Ethernet LAN is required to support PCs for on-site user access. WAN technologies to be provided by the Hot Site Vendor must include Internet services, Virtual Private Networking (VPN) and Metro Ethernet or ATM services.

Phase I will be limited to the DPSCS network team establishing the following connectivity within forty eight (48) hours of the initial emergency declaration:

1. Mainframe networking hardware/software environment via a single CIP/ESCON mainframe channel connection and/or single OSA Gigabit Ethernet connection to facilitate access to mainframe

2. Local area networking environment for 10 PCs

3. Secure Internet connectivity to facilitate FTP, SQL/RPC and inbound client TN3270 access using secure networking technologies, such as Secured Sockets Layer (SSL) and Virtual Private Networking (VPN). This will provide connectivity for users who have ISP services and can access the hot site mainframe via the Internet using a standard browser or TN3270 client.

### **Network Recovery Phase II**

For the second phase of network recovery, the TO Contractor must provide their expertise and assistance in the planning and implementation of a more comprehensive network recovery. This includes closely studying the current DPSCS Data Center and Enterprise network environment, evaluating alternatives, making recommendations for a more comprehensive network recovery, and providing assistance with the procurement, configuration, testing and deployment of required network components. The ITCD's Network contractor will also assist DPSCS and contractor in planning and recovery efforts.

The following services must be provided by the TO Contractor for DPSCS Data Center clients to access the hot-site mainframe applications within seven (7) calendar days of the initial emergency declaration to establish statewide connectivity to DPSCS and the Internet.

1. The TO Contractor must provide Service Provider end-to-end (Hot Site-to-DPSCS) connectivity services such as Leased DS3, ATM PVP, Transparent LAN Services/Metro Ethernet or via direct fiber to **ITCD** Enterprise Network Hub locations. In that service must be provided within seven (7) calendar days, connectivity must be provisioned logically through existing Service Provider and DPSCS infrastructure. ITCD anticipates a minimum bandwidth requirement of 10Mb/sec to be provided. The bandwidth will facilitate FTP, SQL/RPC and inbound client TN3270 access using a securing network technology.

## 2.7 DELIVERABLES

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

- Executive briefing and tour of the hot site facility have been completed.
- A geographical listing of all sites available to DPSCS has been presented.
- A hot site agreement that outlines the procedures for testing at the hot site and the criteria for using the site
- in an actual emergency has been signed by all parties
- Bi-Annual reports are delivered that contain the information outlined in the deliverable description.
- Monthly reports are delivered that contain the information outlined in the deliverable description.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- 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) Present information that is relevant to the section of the deliverable being discussed.

<b>Deliverables</b>	<b>Expected Completion</b>
Executive Briefing and tour of Hot Site	NTP + 30 Calendar Days
Geographic locations of the Hot Sites facilities	NTP + 30 Calendar Days
Hot Site Vendor Contract	NTP + 30 calendar Days
Twice-Annual Status report	NTP + 6 months
Monthly meetings and progress report	NTP + 40 and by the 10 <sup>th</sup> of each month for the duration of the task

The TO Contractor shall provide the following deliverables.

**2.7.1 Executive Briefing and tour of Hot Site.**

The TO Contractor shall provide a briefing and tour of the hot site to the DPSCS DR Team and executive management. The briefing will outline the procedures for using the hot site for testing and outline the requirements for declaration of a disaster if necessary

**2.7.2 Geographic locations of the Hot Site facilities**

The TO Contractor shall provide a geographical listing of the Hot Site Vendors sites that are available to DPSCS for both testing and declaration if necessary. These locations shall all be capable of providing the services listed in technical requirements of this TORFP

**2.7.3 Hot Site Vendor contract**

The TO Contractor shall provide DPSCS/ITCD with a contract allowing for all of the services listed in the Technical Requirements of this TORFP

**2.7.4 Bi-Annual status report.**

The TO Contractor shall provide a twice-annual status report to DPSCS/ITCD of the progress being made in scheduling and executing DR tests at the hot site. These status reports shall be delivered 15 days prior to a twice-annual status meeting with the contractor, hot site representative and ITC DR staff and DPSCS executive management. The report will be a recap by the POC of the activities that took place at the twice yearly testing including the POC observations and timelines of the activities that took place while performing the test. This information will be used by DPSCS to create an Executive overview for each test after it has been completed.

#### **2.7.5 Monthly meetings and progress report.**

The POC shall meet, either in person or by teleconference with the ITCD TO Manager to discuss progress of the project and resolve any issues that may arise. A monthly status report of all task related activities shall be submitted to the TO Manager by the 10<sup>th</sup> of each month. The reports will include but not be limited to: Any outstanding action items that the POC or TO Manager that need to be addressed. Summary of DR Team meetings and logistical planning for the twice annual DR test at the offsite facility .The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

### **2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services: i.e. the Hot site Vendor shall provide services identical to or greater than the requirements in this task order. The following minimum qualifications and requirements are mandatory.

The Master Contractor’s staff must demonstrate expertise in the following:

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

#### **2.9.1 ADDITIONAL REQUIREMENTS:**



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

- Offeror must have the ability to provide DPSCS disaster recovery services, in the event of a regional disaster, (covering a radius of 500 miles), where multiple customers would be declaring a disaster.
- DPSCS technical staff must be able to travel to hot site in less than 4 hours.
- Offeror's staff at hot site must be able to technically recover the mainframe operating environment that exists in production at DPSCS.
- Offeror must have the ability to handle recovery of multiple subscribers when they are contracted for the same recovery hardware.

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.11 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

### **2.11.1 INVOICE FORMAT**

- B) A proper invoice shall identify TO DPSCS/ITCD, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- C) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to DPSCS/ITCD at the following address:

DPSCS/ITCD  
6776 Reisterstown Road Suite 211

Baltimore, Maryland 21215  
Attention: Finance Unit

- D) Proper 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:**

##### **A) Proposed Services**

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

##### **C) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

##### **D) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type and duration of contract(s) supporting the reference.

- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

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

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

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

B) Completed Financial Proposal - Attachment 1

The Master Contractor should indicate on Attachment 1 the Total Yearly Hot Site cost.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, TO DPSCS/ITCD will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.

### **4.3 SELECTION PROCEDURES**

4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

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

**ATTACHMENT 1 - PRICE PROPOSAL**

**PRICE PROPOSAL FOR CATS II TORFP # Q00B1400079**

<b>Price Proposal</b>	<b>Total Fixed Price</b>
<b>Yearly Hot Site Cost : (Year I)</b>	\$
<b>Yearly Hot Site Cost : Year ( II)</b>	\$
<b>Yearly Hot Site Cost : Year (III)</b>	\$
<b>Total Bid for 3 years</b>	\$

Authorized Individual Name

---

Title

SUBMIT WITH THE FINANCIAL RESPONSE

### ATTACHMENT 3 - Task Order Agreement

#### CATS II TORFP # Q00B1400079OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, DPSCS/ITCD..

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the DPSCS/ITCD.as identified in the CATS II TORFP # **Q00B1400079**.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # **Q00B1400079**, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Martha Sullivan. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the DPSCS/ITCD.and **MASTER CONTRACTOR**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on July 1<sup>st</sup> 2011.

### 4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered 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/ITCD.

\_\_\_\_\_  
By: Martha Sullivan, TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE**

## ATTACHMENT 5 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMIT WITH TO RESPONSE  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW**

## ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

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

10:00 A.M., December 17, 2010

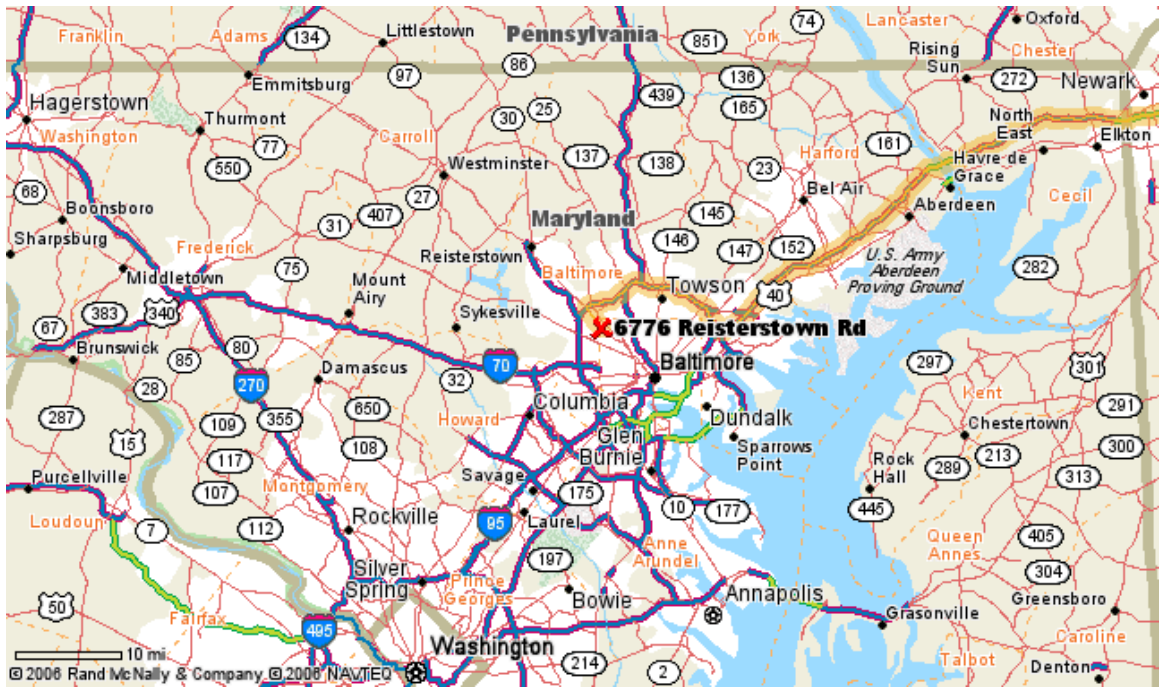
**From points North of Baltimore:** Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon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

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

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

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

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



## ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # **Q00B1400079** for Mainframe Disaster Recovery Site. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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



of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## **ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this 11<sup>TH</sup> day of May, 2010, by and between the State of Maryland ("the State"), acting by and through its DPSCS/ITCD (the “Department”), and Gantech, a corporation with its principal business office located at 9175 Guilford Rd Suite 101, Columbia, MD 21046

### **RECITALS**

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Mainframe Disaster Recovery Site. TORFP No. **Q00B1400079** dated May 11, 2010 (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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 Mainframe Disaster Recovery

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

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

domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

**Contractor/Contractor's Personnel:**

**DPSCS/ITCD:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

D) Was the substitute approved by the agency in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

**Section 4 – TO Change Management**

A) Is there a written change management procedure applicable to this TO?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_





**EXHIBIT A**

**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**

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