



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

Offsite Tape Storage Services

CATS II TORFP #

Q00B2400024

**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS)
INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION (ITCD)**

ISSUE DATE: October 6th, 2011

SMALL BUSINESS RESERVE ONLY

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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.

TORFP Title:	Off Tape Storage Services
Functional Area:	Functional Area VI : Systems Facilities Maintenance and Management
TORFP Issue Date:	October 6th, 2011
Closing Date and Time:	October 31st, 2011 at 04:00 PM
TORFP Issuing Agency:	Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD)
Send Questions and Proposals to:	Phillip Peay ppeay@dpscs.state.md.us
TO Procurement Officer:	Phillip Peay Office Phone Number: 410 585-3162 Office FAX Number: 410 358-8671
TO Manager:	Moses Walker Office Phone Number: 410 585-2909 Office FAX Number: 410 358-8671
TO Project Number:	Q00B2400024
TO Type:	Fixed Price
Period of Performance:	March 1 st , 2011 through May 31 st , 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Department of Public Safety and Correctional Services, ITCD 6776 Reisterstown Road, Baltimore, MD 21215

**TO Pre-Proposal
Conference:**

October 13th, 2011 at 1:00 P.M.
6776 Reisterstown Road,
Conference Room Suite # 200
Baltimore, MD 21215
See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (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. 97-2003. **Please note that the ITCD system has an 8 MB limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP # **Q00B2400024**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **Q00B2400024** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **Q00B2400024** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest Affidavit
- Attachment 5 – Non-Disclosure Agreement
- Attachment 6 – Living Wage Affidavit of Agreement
- Attachment 7 – Small Business Contract Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the contract is awarded. The TO Manager 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 DPSCS Data Center, 1201 Reisterstown Road, Baltimore, MD 21208. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Manager 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 8.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed five times the total TOA amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (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. 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.

1.9 SMALL BUSINESS RESERVE AFFADAVIT

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

Section 2 – SCOPE OF WORK

2.1 PURPOSE

The Department of Public Safety and Correctional Services, Information Technology and Communications Division, (DPSCS/ITCD) is issuing this TORFP to seek a solution to enable ITCD to continue mainframe computer processing in case of an unplanned event that would prevent ITCD from using its primary location for its intended computer processing and related purposes. In order to assure that ITCD is able to recover its critical systems in a timely fashion, there is a need to acquire the services of a TO Contractor who can provide Offsite Tape Storage services to DPSCS/ITCD that meets the requirements outlined in this TORFP. The TO Contractor shall provide a Point of Contract (POC) who shall be the liaison between the TO Contractor and the DPSCS TO Manager.

2.2 REQUESTING AGENCY INFORMATION

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

2.3 SYSTEM BACKGROUND AND DESCRIPTION

ITCD operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all information technology services for various local, State, and Federal agencies. ITCD is responsible for the delivery and technical support of various software and hardware platforms including the IBM mainframe enterprise server system, DASD and tape subsystems, and all associated peripherals. ITCD implements DPSCS's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients.

ITCD performs nightly backups of its mainframe data to be prepared for pickup and storage at an offsite facility for Disaster Recovery (DR) purposes. The delivery and pick up of the ITCD Mainframe data is done Monday through Sunday (see the media pickup and delivery schedule in 2.5 of this TORFP).

2.4 ROLES AND RESPONSIBILITIES

- 2.4.1 TO Contractor Manager shall act as the POC liaison between the DPSCS/ITCD TO Manager and TO Contractor offsite tape storage service provider. The TO Contractor Manager shall handle scheduling of all necessary meetings and conference calls and shall provide the DPSCS/ITCD TO Manager with a list of any action items resulting from those meetings or calls.
- 2.4.2 TO Contractor offsite tape services provider has the responsibility to provide support in all technical aspects of the DPSCS/ITCD requirements in accordance with Service Level Agreements stated further in Section 2.7 of this TORFP.

- 2.4.3 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.
- 2.4.4 DPSCS/ITCD TO Manager will coordinate all pickup / delivery and testing schedules with the TO Contractor through the TO Contractor's POC. Any questions or concerns will be handled through the POC also.

2.5 TECHNICAL REQUIREMENTS

2.5.1 The TO Contractor shall provide a Contractor Offsite Storage agreement for the use of a site, delivery and pickup of media that will assure DPSCS has the ability to restore its systems if the need arises and to provide a safe and secure location to store the backup media generated at the DPSCS Data Center on a nightly basis. Note the Media Pickup and Delivery Schedule – refer to Section 2.6.11 for business hours.

2.5.2 The DPSCS Data Center has business requirements that require it has an offsite storage contract that provides for both Closed and Open Container programs as required in 2.6.7 and 2.6.8 of this solicitation. For the purposes of this solicitation, the following definitions will be used to describe Closed and Open Container programs.

2.5.2.1 Closed Container – Media in closed containers is treated as a single unit and when it is returned, all of the media that was sent is returned in the same single locked container. Closed containers are locked when sent off site and remain locked until returned to the data center. DPSCS personnel only access containers when media is stored in container and when media is retrieved when container is returned.

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

2.5.2.3 Carts These containers are closed containers which store our backup system journal tapes. This is a large container cart which stores 480 tapes.

2.5.3 All pickup and deliveries shall take place at the DPSCS Data Center, 1201 Reisterstown Road, Baltimore, Maryland, 21208 with the exception of the annual disaster recovery test referenced in 2.6.1.

2.5.4 Note these numbers represent the media currently being handled, if the numbers change up or down, a modification to the task order will be performed.

2.5.5 The quantities represented in the chart below are the total number of tapes stored or handled for the month. Transport containers are used by the TO Contractor on a daily bases. Closed containers are transported as requested.

Media Pickup and Delivery

Day of Week	Standard Services	Monthly Quantity	Type of Types
	Description		
Daily	Scheduled Service	31	3490, 3480,3590
Daily, as needed	Transport Container	13	
	Media Handling	600	3490, 3480,3590
	Closed Container Handling	1	3480
Daily	Transport Container Handling	68	
	Standard Storage	Monthly Quantity	
	Description		
	Slotted Media	1,100	3490, 3480,3590
	Closed Container (Small)	2	Documents
	Closed Container (Large)	2	Documents
	Custom Storage and Services	Monthly Quantity	
	Description		
	Cart	11	3480 tapes

2.6 FUNCTIONAL REQUIREMENTS

In addition to meeting the technical requirements the TO Contractor shall:

- 2.6.1** Provide for two annual drops off and delivery of the ITCD Mainframe DR test media to the disaster recovery site at 401 North Broad Street, Philadelphia, PA 19108. The test media that will be provided will be production system backup tapes that are used for restoring our mainframe and servers systems. These production backup tapes are stored off site with our offsite vendor. Each DR test consists of the shipping and pickup of approximately 4500 each 3490E Mainframe Tape. These are the system backup tapes which will be needed to restore the system at the DR site. The number of tapes required to be delivered to the DR site is dependent on the severity of the disaster and thus the number of actual tapes needed to be delivered cannot be determined until the time a disaster is declared.
- 2.6.3** Provide detailed information about the TO Contractor's Offsite Storage site(s) being proposed including, location(s), what environmental equipment is in place (HVAC, Generators etc.) and what redundancy is built in to the media storage area. This information shall also include all security measures taken to ensure the safety and security of the media while it is being stored offsite.
- 2.6.4** Provide the TO Contractor's policies and describe the procedures for the DPSCS Data Center to follow in the event of a disaster alert and declaration; mitigation of simultaneous and frivolous declarations.

- 2.6.5** Provide signed Non-Disclosure Agreement for all TO Contractor and TO Contractor personnel who will have access to or process DPSCS data.
- 2.6.6** Agree to have the TO Contractor and TO Contractor personnel undergo the same background check required of State employees.
- 2.6.7** Provide a “closed container” program meaning that ITCD can have closed media containers that are picked up and stored “as is” without being opened.
- 2.6.8** Provide an “Open container” program where the media from ITCD is picked up and then placed in slots in tape racks at the offsite facility. This type of storage program provides a means for ITCD to acquire a single tape rather than having to request an entire container be returned.
- 2.6.9** Provide for one daily special emergency - request outside of the regularly scheduled service date and time, to be picked up and delivered within two hours, 24/7 365 days a year.
- 2.6.10** Provide a unique security number for the ITCD account, this number will be used instead of our company name when we interact with the potential TO Contractor. Additionally, the TO Contractor shall provide unique assigned security numbers for ITCD personnel for the purpose of service interaction; also provide our authorized personnel a unique card bearing this number.
- 2.6.11** Agree to perform normal (non-emergency) pickup and delivery of media from Monday through Sunday between 07:00 am and 6:00 p.m.
- 2.6.12** Place media in numerical order when preparing the media for transportation to the DR testing facility twice a year.
- 2.6.13** The TO Contractor’s facility shall be climate controlled fire proof and equipped with a state of the art Kidde fire suppression system. The system, if activated, dispenses gases - not water or chemicals - to remove oxygen and extinguish any fire.
- 2.6.14** Ensure its storage facility provides security for its media delivery vehicles for both exiting and entering the facility. Tapes are to be securely transported under lockdown, using TO Contractor’s own fleet of GPS-tracked vehicles, specially adapted to transport media. At key points, tapes are scanned for tracking and to document the workflow.
- 2.6.15** Provide electronic means for the ITCD Tape librarian(s) to manage and view the inventory of media that is located at the TO Contractors offsite location.
- 2.6.16** Provide DPSCS with a contract providing all of the services listed in this TORFP.
- 2.6.17** - ITCD reserves the right to reject/inspect the storage facility based on the criteria contained in this TORFP prior to acceptance.

2.7 SERVICE LEVEL AGREEMENT

- The TO Contractor shall provide a toll free telephone number to be used by ITCD Call Center for placing service calls.
- The TO Contractor shall provide live-voice response to the Call Center's calls as depicted in the Service Level Agreement. The TO Contractor shall have access via pager and/or cell phone to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.

Type	Service Level	Comment
Routine/Daily Pickup	Pickup and delivery within 24 hours	Tapes to be picked up by 12:30 PM
Annual Pickup	Pickup and delivery within 24 hours	None
Emergency Pickup	Pickup and delivery within 2 hours	None

2.8 DELIVERABLES & ACCEPTANCE CRITERIA

Deliverable ID.	ACCEPTANCE CRITERIA	DELIVERABLE	DUE DATE
2.8.1	Provide unique security code for the DPSCS account to distinguish between ITCD tapes and other tapes stored at facility and updated policies and procedures in MS Word document with owner information and steps at start of task order agreement. See Section 2.8.3 & Section 2.6 .10	Unique security for ITCD account	NTP + 7 Calendar Days
2.8.2	Shall have monthly conference calls with the ITCD TO manager to assure that all requirements are being met and that no problems exist with the performance of the work. See Section 2.6.12/13	Monthly conference calls with ITCD Operations Manager	NTP + 30 Calendar Days and Monthly on 30 th day afterwards.
2.8.3	Provide annual delivery and pickup of the ITCD Disaster Recovery Media in numeric order to the ITCD DR site in Philadelphia, Pennsylvania. See Section 2.6.1 and 2.6.14.	Annual delivery and pickup of the ITCD Disaster Recovery Media to the ITCD DR site	NTP + 182 Calendar Days and twice annually on 365 th day afterwards.
2.8.4	Provide for one emergency pickup / delivery within 2 hours of receiving the request daily Monday through Saturday. See Section 2.6.9	One emergency pickup / delivery within 2 hours of receiving the request daily	Ad-hoc as needed.
2.8.8	Provide a continuous paper log that includes location, pickup time, pickup date and delivery. See Section 2.8.4	Pickup/Delivery Logs	NTP + 7 Calendar Days

2.9 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.

2.10 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 on all 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.

2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory:

- The TO Contractor’s staff shall have at least ten (10) recent years performing similar services.
- The TO Contractor is required to have HVAC and backup power to maintain media in an environment which will not cause damage to items stored in their offsite facilities.
- The TO Contractor’s facility shall be climate controlled fire proof and equipped with a state of the art Kidde fire suppression system. The system, if activated, dispenses gases , not water or chemicals to remove oxygen and extinguish any fire
- The TO Contractor’s storage facility shall provide security for its media delivery vehicles for both exiting and entering the facility. Tapes are to be securely transported under lockdown, using Contractor’s own fleet of GPS-tracked vehicles, specially adapted to transport media. At key points tapes are scanned for tracking and to document the workflow

2.12 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.

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.

2.13 INVOICE FORMAT

- 2.13.1** A proper invoice shall identify 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.
- 2.13.2** 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

- 2.14.3** 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 sections in order:

3.3 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- 3.3.1 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.
- 3.3.2 A detailed description of the Master Contractor's policies and procedures that describe how the DPSCS Data Center would declare a disaster, how the Master Contractor deals effectively with mitigation of simultaneous and frivolous declarations, and how the Master Contractor will protect the DPSCS Data Center's rights to avoid possible preemption by any other subscriber of the offsite tape facility. The Master Contractor's proposed policies and procedures need to adhere to any part of the States required policies and guidelines as depicted in section 2.9
- 3.3.3 A detailed description of past experience in providing Offsite Tape Storage support.
- 3.3.4 Information about the various geographic locations available to DPSCS to use as an offsite facility. The TO Contractor will state the distance of the proposed location(s) from DPSCS Data Center.
- 3.3.5 Detailed information about the site being proposed including: location(s) and the environmental equipment in place (HVAC, generators, redundancy, etc.). The contract is required to have a HVAC and backup power to maintain media in an environment which will not cause damage to items stored in TO Contractor's offsite facilities.
- 3.3.6 A detailed description of any assumptions formed by the Master Contractor in developing the technical proposal.
- 3.3.7 Identification of all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- 3.3.8 A detailed description of Master Contractor and Subcontractor Experience and Capabilities:

- A. Provide an example of work assignments that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
1. Name of organization.
 2. Name, title, and telephone number of point-of-contact for the reference.
 3. Type and duration of contract(s) supporting the reference.
 4. The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 5. Whether these services are still being provided and, if not, an explanation of why services are no longer provided to the client organization.
 6. 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).

Note - State of Maryland experience can be included as part of Section 3 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations. The information is used to alert the State to any troubled past partnerships that may affect susceptibility for award.

- 3.3.9 Confidentiality:** A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO 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.
- 3.3.10** The TO Contractor shall provide a Contractor Offsite Storage agreement for the use of a site, delivery and pickup of media that will assure DPSCS has the ability to restore its systems if the need arises and to provide a safe and secure location to store the backup media generated at the DPSCS Data Center on a nightly basis.

3.4 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- 3.4.1** 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).

3.4.2 Completed Financial Proposal - Attachment 1 including:

- A. The Master Contractor's fixed monthly rate, fully loaded, that shall include all costs of providing DPSCS with an offsite tape storage facility and associated services, as specified in this TORFP.
- B. The Master Contractor's time and materials price per Emergency pickup/ delivery that is in excess of the required 1 daily in the fixed monthly rate.

Section 4 - PROCEDURES 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 TO award determination, DPSCS/ITCD will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The technical criteria for evaluating a TO Proposal will be technical merit and completeness of the Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.3.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the requirements specified under Section 2, Scope of Work, and the quality of responses to Section 3 of the TORFP. Master Contractor proposals that fail to meet the minimum requirements as specified in this TORFP 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 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4 The most advantageous TO Proposal offer considering **both** technical and financial submission shall be selected for the work assignment.

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 Manager.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # Q00B2400024

Fixed Price Services (To include services and associated labor costs. Yearly Cost is to include all routine, daily and annual Pickup)	A	B
	Monthly Fully Loaded Rate	Total Proposed CATS II TORFP Price Monthly Rate x 12
Year 1 Costs 03-01-11 thru 05-31-12	\$	\$
TOTAL YEAR 1	\$	\$
Emergency Pickup / Delivery after the single daily fixed cost requirement	Additional Cost Per Pickup / Delivery \$	
Year 2 Costs 06-01-12 – 05-31-13	\$	\$
TOTAL YEAR 2	\$	\$
Emergency Pickup / Delivery after the single daily fixed cost requirement	Additional Cost Per Pickup / Delivery \$	
Year 3 Costs 06-01-13 – 05-31-14	\$	\$
TOTAL YEAR 3	\$	\$
Emergency Pickup / Delivery after the single daily fixed cost requirement	Additional Cost Per Pickup / Delivery \$	
TOAL CONTRACT PRICE		\$

Authorized Individual Name

Title

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - Task Order Agreement

CATS II TORFP # Q00B2400024 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2011 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS II TORFP # Q00B2400024.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # Q00B2400024, 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 June 1, 2009.
 - d. “TO Procurement Officer” means TO Procurement Officer. 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 TO Requesting Agency 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 _____, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

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

ATTACHMENT 3 - 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 4 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE
Department of Public Safety and Correctional Services
Information Technology and Communications Division
6776 Reisterstown Road
CIO Conference Room, Suite # 200
Baltimore, MD 21215

1:00 P.M., October 13th, 2011

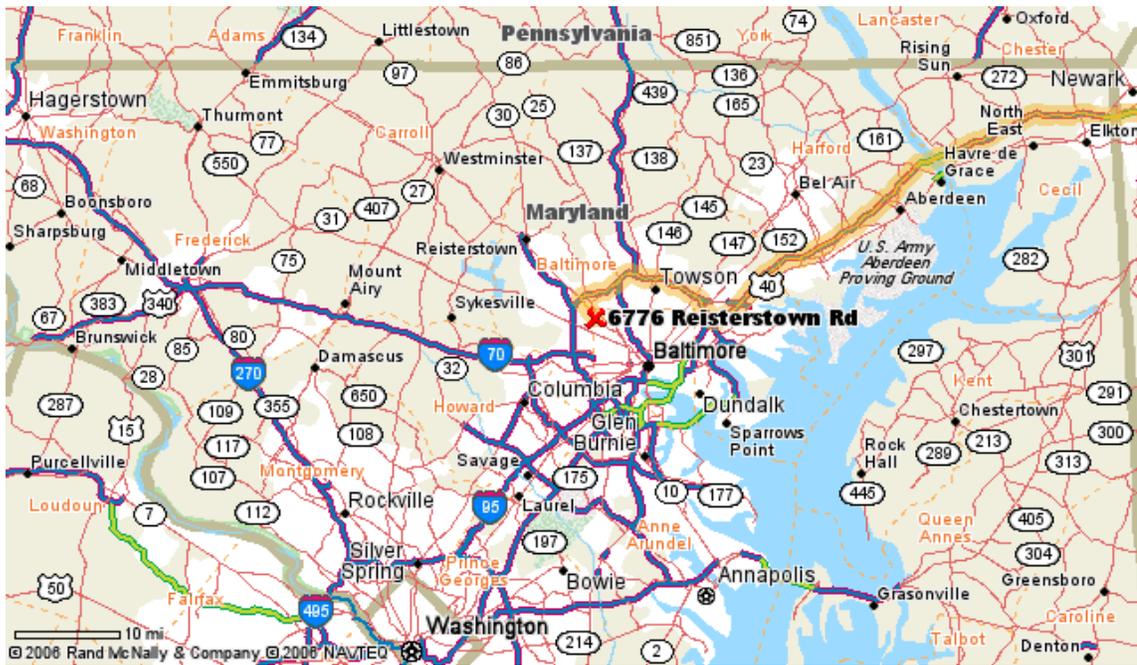
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon 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 5 - 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 #ADPICS PO for TORFP Title. 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 TO Procurement Officer, TO Requesting Agency 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 1.6 OF THE TORFP

ATTACHMENT 5 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (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 TORFP Title TORFP No. ADPICS PO dated _____, (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 _____ (the “Confidential Information”).

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

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

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

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 6 – Living Wage Affidavit of Agreement

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

ATTACHMENT 7 - Small Business CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

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

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

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

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

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

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

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
