



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**BACKUP, DISASTER RECOVERY AND BUSINESS
CONTINUITY**

CATS TORFP PROJECT C81P9200035

OFFICE OF THE ATTORNEY GENERAL

ISSUE DATE: DECEMBER 22, 2008

CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	4
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	4
1.2 TO AGREEMENT	4
1.3 TO PROPOSAL SUBMISSIONS.....	4
1.4 ORAL PRESENTATIONS/INTERVIEWS	4
1.5 CONFLICT OF INTEREST	4
1.6 NON-DISCLOSURE AGREEMENT	5
1.7 LIMITATION OF LIABILITY CEILING.....	5
SECTION 2 - SCOPE OF WORK	6
2.1 PURPOSE AND BACKGROUND	6
2.2 TECHNICAL REQUIREMENTS	7
2.3 CONTRACTOR EXPERTISE REQUIRED	10
2.4 CONTRACTOR MINIMUM QUALIFICATIONS	11
2.5 RETAINAGE.....	11
2.6 INVOICING	11
2.7 REPORTING	12
2.8 CHANGE ORDERS	12
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	13
3.1 REQUIRED RESPONSE	13
3.2 FORMAT	13
SECTION 4 - PROCEDURE FOR AWARDING TOA.....	16
4.1 EVALUATION CRITERIA	16
4.2 TECHNICAL CRITERIA.....	16
4.3 SELECTION PROCEDURES	16
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	16
ATTACHMENT 1 – PRICE PROPOSAL CATS TORFP C81P9200035.....	17
ATTACHMENT 2 – TASK ORDER AGREEMENT	18
ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	21
ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	22
ATTACHMENT 5 – REGISTRATION INSTRUCTIONS AND DIRECTIONS	24
ATTACHMENT 6 – NOTICE TO PROCEED	25
ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM.....	26
ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....	27
ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR).....	28
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	29
ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....	31
ATTACHMENT 12 – SEE SEPARATE DOCUMENT NAMED: _____ATT12.PDF	

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) 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 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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS 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 RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

TORFP Title:	Backup, Disaster Recovery and Business Continuity
Functional Area:	FA 1 – Enterprise Service Provider
TORFP Issue Date:	12/22/2008
Closing Date and Time:	02/04/2009 at 10:00 a.m.
TORFP Issuing Agency:	Office of the Attorney General (OAG)
Send Questions and Proposals to:	Jan Stratton jstratton@oag.state.md.us
TO Procurement Officer:	Jan Stratton Office Phone Number: 410-576-7938 Office FAX Number: 410-576-6447
TO Manager:	Jamshid Lotfi Office Phone Number: 410-576-6487 Office FAX Number: 410-576-6434
TO Project Number:	C81P9200035
TO Type:	Fixed Price
Period of Performance:	Twelve (12) months
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	200 St. Paul Place, Baltimore MD 21202
TO Pre-proposal Conference:	200 St. Paul Place, Baltimore MD 21202 Wednesday, January 7, 2009 at 10:00 a.m. See Attachment 5 for registration information and 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 scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary 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 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 TO Agreement, Attachment 2, 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 stated date and exact time. The time will be local time as determined by OAG's e-mail system time stamp. 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 C81P9200035. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP C81P9200035 Backup, Disaster Recovery and Business Continuity Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP C81P9200035 Backup, Disaster Recovery and Business Continuity 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 and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Presentation requirements may include (but are not limited to) a demonstration of software solution proposed, and interviews of proposed staff to complete installation tasks. 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, place and requirements of oral presentations.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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 3 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 200 St. Paul Place, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. 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 TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Office of the Attorney General (OAG), located at 200 St. Paul Place, Baltimore, Maryland 21202, issues this Task Order Request for Proposals (TORFP) to revise and update the current Backup, Disaster Recovery and Business Continuity.

OAG intends to make one contract award as a result of this TORFP. The selected Master Contractor must be able to deliver services as specified within this TORFP.

2.1.2 REQUESTING AGENCY BACKGROUND

The OAG's Baltimore office is located at 200 St. Paul Place. IT staff at this location also provide IT support to remote locations in Salisbury, Hagerstown, and Southern Maryland. OAG currently contracts with Golden Consulting, who provides network support services as well backup, disaster recovery, and business continuity contingencies for the OAG. This contract has remaining renewal options through June 30, 2010. The selected Master Contractor for this contract will perform the installations under the supervision of OAG IT staff and in conjunction with Golden Consulting staff.

The Office of the Attorney General LAN in Baltimore supports approximately 300 users located at 200 St. Paul Place. An additional 450-500 users in other state agencies also connect to OAG Servers for e-mail, Matter Tracking services. Users at 200 St. Paul and five other agency locations utilize Time Keeping services hosted by OAG LAN. Five Novell servers provide file sharing, printing, e-mail, workstation update, remote file access, data backup and cluster backup. One Microsoft server provides data storage for one unit. One Microsoft server provides Blackberry enterprise services. Two Microsoft SQL servers support five SQL databases. One Microsoft server provides Litigation Support services. Two Microsoft servers provide document management services. Two Microsoft servers provide web services including OAG website, OAG intranet and ListServ. Five Microsoft servers provide firewall, virus scanning, spam protection, Microsoft updates, domain control, and internet usage monitoring/filtering.

In Hagerstown there are three users in the Consumer Protection Division Western Maryland Office. These users connect to a Novell server for file and print services. A cable modem is shared with the staff of the Human Relations Commission located in the same building for internet access via a resource sharing agreement.

In Salisbury, there are 3 users in the Consumer Protection Division Eastern Shore Office. These users access the internet via a resource sharing agreement with the Department of Social Services. There is no server in this location.

In Southern Maryland one person who works primarily from the 200 St. Paul Place location works one day per week in office space shared with the Tri-County Council. Work performed at that location is via the internet utilizing the Consumer Protection Division's Complaint Tracking system, all of which is stored on servers at 200 St. Paul Place.

2.1.3 PROJECT BACKGROUND

Currently two Novell servers and three Microsoft servers provide tape back-up at the 200 St. Paul Place location.

One Novell server has a 300 gb SDLT tape drive, utilizes Arcserve and backs up file/print services. Prior to July 2008, this server also backed up the GroupWise e-mail system, but we were beginning to experience issues with backup time and space.

One Novell server has a 300 gb SDLT tape drive utilizes Backup exec and backs up GroupWise e-mail.

One Microsoft Server has a 160 gb SDLT drive utilizes Backup Exec and backs up SQL databases and multiple Microsoft servers.

One Microsoft Server has a 300 gb SDLT drive utilizes Backup Exec and backs up the Litigation Support Server data. Note that some data on this server is not backed up due to space limitations. These files are image files for which there are CD's, DVD's, or External hard drives on file from which these files can be restored.

One Microsoft Server has 160 gb SDLT drive utilizes Backup Exec and backs up on file/print server for the Medicaid Fraud Control Unit.

In Hagerstown the Novell server has a Python 5 tape auto-change drive and utilizes Novell sbcon for backing up that file server.

In Salisbury OAG staff are responsible for maintaining backups of their locally stored files, there is no server.

Golden Consulting provides off-site storage of weekly backup tapes for Disaster Recovery/Business Continuity purposes at the company site in Columbia, Maryland. This site also houses equipment that can be utilized to restore and provide critical services to staff via the internet on a temporary basis the event there is a disaster rendering the 200 St. Paul Place site unusable for a period of time.

2.2 TECHNICAL REQUIREMENTS

OAG desires to implement a centralized and consolidated backup system for the Baltimore, Hagerstown and Salisbury locations. This system should have the ability to back up multiple platforms, be expandable as data volumes grow, backup the server in Hagerstown across the wire, and backup workstations in Salisbury across the wire. The system should provide file level backup for efficient restoration of files accidentally deleted by users as well as the ability to conduct local or remote full server bare metal backup/restoration of servers for complete disaster recovery and business continuity. Currently, all servers combined have a data storage capacity of approximately 3 terabytes, approximately 1.7 terabytes of storage is in use.

OAG has recently researched the Unitrends™ company Data Protection Unit and Data Protection Vault backup and recovery system. Information about Unitrends™ may be found at their website at www.unitrends.com. Attached in a separate .pdf document as Attachment 12 is a copy of the equipment recommended by Unitrends to meet OAG's needs as determined in June 2008. OAG will entertain quotes for the Unitrends™ system or any other system that Master Contractors propose that will perform equal or better services. The manufacturer representative, Don Burt, Regional Sales Manager- Mid Atlantic, may be reached at 610-458-9331 or dburt@unitrends.com, if you have questions regarding Unitrends™ in general and the equipment proposed to meet OAG's needs in particular.

Some of the features that make this solution attractive to OAG are:

- Appliance disk-based backup providing fast performance, eliminates the need for purchase of tape drives and tapes;
- Ability to backup remote servers and workstations to central office location;
- Pricing based on amount of space not number of servers/workstations backed up, which means that additional servers may be added without additional software licensing costs as OAG environment changes or grows;
- One interface for all backup and restore operations, flexibility to backup numerous OS solutions,

- Ability to perform “bare-metal” backup/restoration
- Automatic transfer of backup to off-site appliance providing redundancy and eliminating the need to physically move tape backups to off-site location

The Data Protection Unit or equivalent system would be located in the OAG Baltimore location for local backup of all systems. The Data Protection Vault or equivalent system would be located at a remote Disaster Recovery/ Business Continuity site (Golden Consulting’s Columbia, Maryland location) in the event that the Baltimore site is rendered unusable.

This project includes the purchase of necessary hardware, hardware maintenance/support for one year, software, software support/maintenance for one year, and installation and setup services.

2.2.1 PROJECT APPROACH

TO Contractor staff will work under the supervision of OAG IT staff and in conjunction with Golden Consulting throughout this project. After award of contract and execution of the TO Agreement a Kick-off meeting will be held with OAG IT Staff, OAG Procurement Staff, Golden Consulting and TO Contractor staff. At this meeting the order of deliverables, proposed schedule of deliverables, and a communication plan for the project will be established. TO Contractor will be responsible for order and delivery of hardware and software, maintenance and support for one year, and all licensing support and documentation to OAG.

Work will be performed on site at OAG locations or Golden Consulting location at 10015 Old Columbia Road, Columbia, MD 21046, as appropriate for the deliverable being worked on. Most work will be completed between the hours of 8:00 am and 6:00 p.m., however, any work that will require an interruption in network services to OAG staff will be scheduled to take place after business hours. TO Contractor and TO Manager will coordinate this schedule.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but 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.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). 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 an Agency Acceptance of Deliverable Form (Attachment 8). 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. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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.

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.

- 2.2.2.1 Hardware Purchase – Baltimore. Purchase of hardware with maintenance/support for one year for Baltimore location. Acceptance of this deliverable will be that new hardware and all supporting documentation; including maintenance/support registered to OAG, documentation delivered to OAG site, free of damage and in working order. Used or refurbished equipment is not acceptable.
- 2.2.2.2 Software Purchase – Baltimore. Purchase of software with maintenance/support for one year for Baltimore location. Acceptance of this deliverable will be that software media, licensing documentation and maintenance/support document, delivered to OAG TO Manager. Software must be registered to OAG.
- 2.2.2.3 Hardware Purchase – Remote. Purchase of Hardware with maintenance/support for one year for Golden Consulting location. Acceptance of this deliverable will be that new hardware and all supporting documentation; including maintenance/support registered to OAG, documentation delivered to Golden Consulting location, free of damage and in working order. Used or refurbished equipment is not acceptable.
- 2.2.2.4 Software Purchase – Remote. Purchase of software with maintenance/support for one year for Golden Consulting location. Acceptance of this deliverable will be that software media, licensing documentation and maintenance/support document, delivered to OAG TO Manager. Software must be registered to OAG.
- 2.2.2.5 Baltimore Setup. Installation, setup and testing of hardware and software in Baltimore and backup of Baltimore location servers. Acceptance of this deliverable will be that hardware is installed in Baltimore location server room, Software installed and configured to back up all servers in the Baltimore location. Testing acceptance to include that OAG staff can successfully perform file level restoration of files accidentally deleted by a user, and successful completion of disaster recovery simulation.
- 2.2.2.6 Hagerstown Setup. Installation, setup and testing of remote backup of Hagerstown server. Acceptance of this deliverable will be that software is installed and configured to backup Hagerstown server data to the Baltimore location hardware. Testing acceptance to include that OAG staff can successfully perform file level restoration of files accidentally deleted by a user, and successful completion of disaster recovery simulation.
- 2.2.2.7 Salisbury Setup. Installation, setup and testing of remote backup of Salisbury Workstations. Acceptance of this deliverable will be that software is installed and configured to backup to Salisbury workstations.

Testing acceptance to include that OAG staff can successfully perform file level restoration of files accidentally deleted by a user and successful completion of disaster recovery simulation.

- 2.2.2.8 **Remote Setup.** Installation, setup and testing hardware and software to Golden Consulting Disaster Recovery/Business Continuity site. Acceptance of this deliverable will be that hardware is installed and software is installed and configured to transfer backup data from Baltimore location to Golden Consulting location. Testing acceptance to include verification of successful transfer and successful completion of disaster recover simulation.
- 2.2.2.9 **Documentation.** Upon completion of Deliverables 2.2.2.1 through 2.2.2.8, documentation of all installations should be provided to TO Manager in both hard copy and electronic format compatible with Microsoft Office 2007.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

Actual schedule of deliverables will be decided at Kick-off meeting. It is anticipated that some deliverables may be combined or started simultaneously or that there may be some overlap.

ID	Deliverables	Expected Completion:
2.2.2.1	Hardware Purchase - Baltimore	21 Calendar Days
2.2.2.2	Software Purchase – Baltimore	21 Calendar Days
2.2.2.3	Hardware Purchase – Remote	21 Calendar Days
2.2.2.4	Software Purchase – Remote	21 Calendar Days
2.2.2.5	Baltimore Setup	60 Calendar Days
2.2.2.6	Hagerstown Setup	14 Calendar Days
2.2.2.7	Salisbury Setup	14 Calendar Days
2.2.2.8	Remote Setup	60 Calendar Days
2.2.2.9	Documentation	30 Calendar days after completion of 2.2.2.1 through 2.2.2.9

2.2.4 REQUIRED PROJECT 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 Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in conducting contingency planning and disaster recovery planning. The team proposed by the TO Contractor collectively should demonstrate experience in the following areas:

- Developing Information Technology Disaster Recovery Plans (i.e., based upon multiple servers which reside in multiple facilities, servicing end-users in multiple geographic locations)
- Supporting and configuring Novell Netware and Windows Server environments
- Supporting and configuring MS-SQL Server-based client/server and web-based systems
- Conducting “table top exercises” of Disaster Recovery Plans
- Specific expertise in the setup, installation, configuration, and operation of the proposed hardware and software solution recommended in the proposal.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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.

2.5 RETAINAGE

OAG will pay 90% of the total cost of Deliverables 2.2.2.5 Baltimore Setup; 2.2.2.6 Hagerstown Setup; 2.2.2.7 Salisbury Setup; and 2.2.2.8 Remote Setup within 30 days of approval of the invoice for that deliverable. The remaining 10% for each of these deliverables will be approved for payment upon completion and acceptance of Deliverable 2.2.2.9 Documentation.

2.6 INVOICING

Upon completion of each deliverable, including all testing as appropriate, the TO Manager will execute the Agency Acceptance of Deliverable and give the original to TO Contractor with a copy to the Procurement Officer. Daily time sheets for each TO Contractor staff person will be submitted to TO Manager. Time sheets will include the name, work start and stop times, location of work, deliverable worked on, and a summary of duties performed. TO Manager will review time sheets for accuracy, resolve any discrepancies as they arise, and keep them on file for comparison to invoice at the completion of the Deliverable. Upon receipt of the Acceptance of Deliverable, TO Contractor will submit an invoice as described in section 2.6.1 and submit to TO Manager. TO Manager will review invoice for accuracy, approve and forward to Procurement Officer. Procurement Officer will review invoice, record necessary information for reporting purposes, and submit for payment processing..

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Office of the Attorney General as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) Invoices for Deliverables 2.2.2.5 Baltimore Setup; 2.2.2.6 Hagerstown Setup; 2.2.2.7 Salisbury Setup; and 2.2.2.8 Remote Setup, shall indicate the Deliverable Total, indicate the 15% Retainage withholding and reflect the current amount due as the Deliverable Total less Retainage.
- C) The TO Contractor shall send the original of each invoice and supporting documentation (itemized

billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the Office of the Attorney General at the following address: Jamshid Lotfi, Director of Information Technology, 200 St. Paul Place, 18th Floor, Baltimore, Maryland 21202.

- D) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.7 REPORTING

The TO Contractor, OAG TO Manager and OAG Procurement Officer shall conduct monthly progress meetings. A monthly project progress report shall be submitted five (5) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the 30 day period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- Issues needing the attention of OAG Management.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate an acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by DoIT.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS 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 TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 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.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements. This section should include hardware details and specifications, Software details, specifications and licensing requirements, and software support agreement details.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

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

- 2) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 3) 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) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

F) State Assistance

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

G) 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;
- B) Attachment 1 - Completed Financial Proposal, including:

- 1) Cost to OAG for proposed Hardware and Software itemized as shown on Attachment 1 for deliverables 2.2.2.1 through 2.2.2.4. Hardware and Software costs may be “bundled”, (e.g. one price for 2.2.2.1 and 2.2.2.2 combined) . If this is the case, the Hardware category should contain the bundled price and in the price column for the software make the notation “Bundled with 2.2.2.#”.
- 2) Installation costs including the staff labor category proposed for deliverables 2.2.2.5 through 2.2.2.6. If more than one labor category is necessary, add additional lines for each deliverable as necessary. Complete the cost per hour, the estimated number of hours necessary for each deliverable, and the total cost for each deliverable.
- 3) Enter the subtotals for Hardware/Software and Installation costs and add to show the Estimated Total cost of the Project. This figure will be the maximum that will be paid under this contract.

SECTION 4 - PROCEDURE FOR AWARDING TOA

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 TORFP. In making the TO Agreement award determination, the TO Requesting Agency 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.

- To Contractor's understanding of the work to be accomplished
- Evaluation of the Hardware and Software solution proposed including but not limited to speed, reliability, capacity, scalability, expandability, ease of use, and cost of ownership and maintenance.
- Qualifications and experience of proposed staff installing and supporting proposed solution and performing services to be provided under this project.
- Past performance of TO Contractor on similar projects. References will be contacted.

4.3 SELECTION PROCEDURES

- A) TO proposal will be reviewed and ranked based upon the Technical Criteria described in Section 4.2. 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.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have 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, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL CATS TORFP C81P9200035

Backup, Disaster Recovery and Business Continuity

Hardware & Software Deliverables

Deliverable number	Deliverable Name	Cost
2.2.2.1	Hardware Purchase – Baltimore	
2.2.2.2	Software Purchase – Baltimore	
2.2.2.3	Hardware Purchase – Remote	
2.2.2.4	Software Purchase – Remote	
	Subtotal Hardware/Software Cost	

Installation /Documentation Deliverables

Insert additional lines as necessary if proposing multiple Labor Categories for deliverables.

Deliverable number	Deliverable Name	Labor Category Proposed	Cost / hour	No. of Hours	Total
2.2.2.5	Baltimore Setup				
2.2.2.6	Hagerstown Setup				
2.2.2.7	Salisbury Setup				
2.2.2.8	Remote Setup				
2.2.2.9	Documentation				
	Subtotal Installation Costs				

Subtotal Hardware & Software Deliverables \$
 Subtotal Installation/Documentation Deliverables \$
Estimated total cost of Project \$

 Authorized Individual Name:

 Company Name

 Title

 Company Tax ID #

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP C81P9200035 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2009 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Office of the Attorney General.

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 Office of the Attorney General (OAG), as identified in the CATS TORFP # C81P9200035 Backup, Disaster Recovery and Business Continuity.
 - b. “CATS TORFP” means the Task Order Request for Proposals C81P9200035 Backup, Disaster Recovery and Business Continuity, dated November 24, 2008, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
 - d. “TO Procurement Officer” means Jan Stratton, Telecommunications & Contract Manager. 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 OAG and **TO Contractor**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Jamshid Lotfi, Director of Information Systems 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 TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO 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 TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of no more than nine (9) months, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of 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 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 **Federal ID number**. 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, Office of the Attorney General

By: Jan Stratton, TO Procurement Officer

Date

Witness: _____

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 TO RESPONSE

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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 – REGISTRATION INSTRUCTIONS AND DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Wednesday, January 7, 2008 at 10:00 a.m.

200 St. Paul Place, Baltimore, MD 21202

Registration Instructions -- All Master Contractors planning to attend the Pre-TO Proposal Conference must register with the Procurement Officer by e-mail to jstratton@oag.state.md.us. The e-mail must contain the names of all persons representing the Master Contractor and/or their sub-contractors who will be attending the conference. Registration must be received no later than Tuesday, January 6, 2008, at 1:00 p.m.

Arrival Instructions – Upon arrival on the day of the conference, all visitors to the building are required to sign in at the concierge/security desk at 200 St. Paul Place, receive a visitor’s pass, and the security officer will call for an escort to take you to the appropriate conference room.

Parking – Hourly parking is available in the 200 St. Paul Place parking garage and there are several other parking garages and limited street parking available in the surrounding area. The Office of the Attorney General is not able to validate parking for conference attendees

Driving directions to 200 St. Paul Place

From Washington, DC and points South

Take I-95 north toward Baltimore. Take the Exit 53 for 395 toward Downtown -Inner Harbor. At Orioles Park, bear right onto Conway Street. Go 2 blocks and turn left onto Charles Street. Go about 6 blocks. Turn right onto Lexington Street. Building entrance is on the left in the middle of the block (two garage entrances side-by-side, ours is the second).

From Annapolis and vicinity on I-97

Follow I-97 north toward Baltimore. Take I-695 toward Towson. Exit on I-295 north toward Baltimore. Follow I-295 (Baltimore-Washington Parkway) until Pratt Street. Turn right onto Pratt Street. Go approximately 4 blocks. Turn left onto Charles Street. Go approximately 5 blocks. Turn right onto Lexington Street. The building entrance is on the left in the middle of the block (two garage entrances side-by-side, ours is the second).

From the North on I-83

Follow I-83 to the St. Paul Street Exit. Stay on St. Paul Street until you reach Lexington Street (stay to the right where St. Paul splits at Centre Street). Turn Right onto Lexington Street. Building parking entrance is first on the right (northwest corner of St. Paul and Lexington Streets).

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Take the Exit for 395 toward Downtown/Inner Harbor. At Orioles Park, bear right onto Conway Street. Go 2 blocks and turn left onto Charles Street. Go about 6 blocks. Turn right onto Lexington Street. Building entrance is on the left in the middle of the block (two garage entrances side-by-side, ours is the second).

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement C81P9200035

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Jamshid Lotfi of the Office of the Attorney General will serve as your contact person on this Task Order. Mr. Lotfi can be reached at 410-576-6487 or jlotfi@oag.state.md.us.

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

Sincerely,

Jan Stratton, Contract Manager
Task Order Procurement Officer

Enclosures (2)

cc: Jamshid Lotfi, Director, Information Systems Unit
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Disaster Recovery and Business Continuity

TO Agreement Number: C81P9200035

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Jamshid Lotfi

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of the Attorney General

TORFP Title: Backup, Disaster Recovery and Business Continuity

TO Manager: Jamshid Lotfi, Director of Information Systems

To:

The following deliverable, as required by TO Agreement C81P9200035, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – 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 TORFP C81P9200035 for Disaster Recovery and Business Continuity. 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 computer access passwords, security keys, etc. 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 described in Section 1.7 of the TORFP, 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 under Section 1.7, 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 Jan Stratton, Telecommunications and Contract Manager, Office of the Attorney General 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 10 – 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 Office of the Attorney General (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 Backup, Disaster Recovery, and Business Continuity TORFP No. C81P9200035 dated November 24, 2008, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; 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 computer security passwords and key access(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.

TO Contractor/TO Contractor's Personnel:

Office of the Attorney General:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
SECTION 1 – TASK ORDERS WITH INVOICES LINKED TO DELIVERABLES	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
SECTION 2 – TASK ORDERS WITH INVOICES LINKED TO TIME, LABOR RATES AND MATERIALS	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	

SECTION 3 – SUBSTITUTION OF PERSONNEL

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

SECTION 4 – MBE PARTICIPATION

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

SECTION 5 – 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)** _____

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
