



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

IMAGING SERVICES

CATS TORFP PROJECT C81P7200033

OFFICE OF THE ATTORNEY GENERAL

ISSUE DATE: APRIL 11, 2007

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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.

TORFP Title:	Imaging Services
Functional Area:	Functional Area 3- Electronic Document Management
TORFP Issue Date:	April 11, 2007
Closing Date and Time:	May 23, 2007 at 2:00 PM
TORFP Issuing Agency:	Office of the Attorney General
Send Questions and Proposals to:	Janet Stratton Information Systems Unit 200 St. Paul Place, 18 th Floor Baltimore, MD 21202 jstratton@oag.state.md.us
TO Procurement Officer:	Beverly Pivec Office Phone Number: 410-576-6442 Office FAX Number: 410-576-6447
TO Contract Manager	Janet Stratton Office Phone Number: 410-576-6487 Office FAX Number: 410-576-6434
TO Project Manager:	Lorin Barnes, Litigation Support Specialist Office Phone Number: 410-576-6417 Office FAX Number: 410-576-6434
TO Project Number:	C81P7200033
TO Type:	Fixed Unit Pricing, indefinite quantity
Period of Performance:	From July 1, 2007 through June 30, 2008, plus two annual renewal options and one six month option, ending on December 31, 2010
MBE Goal:	30%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Office of the Attorney General 200 St. Paul Place/Baltimore, Md 21202
MANDATORY Pre-proposal Conference:	Wednesday, April 25, 2007 @ 10:00 a.m. Office of the Attorney General 200 St. Paul Place, 16 th Floor, Baltimore, Maryland 21202

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Contract Manger and Procurement Officer have 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 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 Contract Manager will not accept submissions after the stated date and exact time. The time will be local time as determined by Office of the Attorney General 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 #C81P7200033. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # C81P7200033 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # C81P7200033 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 ORAL PRESENTATIONS/INTERVIEWS

Master Contractors and proposed staff 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 Contract Manager will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 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 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.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Office of the Attorney General. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. 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 11.

1.8 LIMIT 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 the TO Agreement amount established. Based on experience the OAG anticipates costs of \$1,500.00 per month at the beginning of the initial term or approximately \$18,000 for the initial term. Allowing for cost increases and additional use, we would expect a ceiling of \$82,000 if all renewal options are taken.

1.9 PERIOD OF PERFORMANCE

Projects under this award will commence on July 1, 2007, upon execution of the TO Agreement for an initial term to end June 30, 2008. At the option of the OAG, contract may be renewed for up to two (2) additional one (1) year periods, and one additional six (6) month period, ending on December 31, 2010.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Office of the Attorney General is issuing the CATS TORFP to obtain imaging of documents for use with Summation litigation support software

2.1.2 REQUESTING AGENCY BACKGROUND

The Office of the Attorney General The Attorney General is the chief legal officer of the State. The Office of the Attorney General has general charge, supervision, and direction of the legal business of the State, acting as legal advisor and representative of the major departments, various boards, commissions, officials and institutions of State Government; Prosecutes all civil litigation, in both the lower and appellate courts, and all criminal appeals to the appellate courts, both State and Federal, in which the State is interested; Prosecutes various white collar crimes, including financial, insurance, tax-related and environmental crimes; Gives legal opinions as to the construction of interpretation of the law as it affects various agencies of the State and gives legal opinions to local subdivisions on questions involving substantial state-wide interest; Approves as to form the legal sufficiency of all performance bonds to which the State is a party, all deeds, leases and other legal documents involving the State's interest and supervises generally the acquisition of any property of the State; Provides legal services for the General Assembly; Enforces the Antitrust, Consumer Protection and Securities Laws; Detects and prosecutes Medicaid Fraud; Studies existing and proposed Federal legislation and cooperates with attorneys general of other cooperating States to determine the effect of such legislation on State functions and powers.

2.1.3 PROJECT BACKGROUND

Many documents used in litigation exist or are produced to OAG only in hardcopy format. In order to use the Summation litigation support software documents must be scanned to .tiff images, perform OCR when required and a Summation load file must be provided to load them into the application for review. The TO Contractor will work with OAG staff to provide the scanning services, which shall include document preparation, document scanning, OCR when required, summation load file, and document reassembly. Due to the nature of litigation, many jobs will require quick response and turnaround, sometimes as quickly as 24 hours. OAG Litigation Support Specialist will be the TO Manager on this project and will act as liaison between OAG staff and TO Contractor for all imaging requests, setting reasonable and appropriate deadline for each request, and verifying the accuracy of the product produced.

2.2 TECHNICAL REQUIREMENTS

Respondents to this request shall demonstrate that they are familiar with imaging documents for litigation purposed in general and producing images and .dii load files for Summation in particular. In addition, at the pre-proposal conference, each attending Master Contractor will be given a small sample job to be imaged, load file created, and submitted with its proposal.

Depending upon the specific project, the following services may be requested: Pickup & delivery; document preparation; Scanning/imaging to .tiff format with Summation .dii load files; additional paper photocopies of documents; document reassembly; OCR; Additional .dii indexing; Bates numbering originals; Bates numbering electronic copy only; Blowbacks; CDs or DVDs as appropriate for job size; providing extra copies of CDs DVDs.

OAG commonly uses the following terms to identify characteristics of each project:

Light Litigation = Project will have few or no staples and/or paperclips to be removed. Documents have been prepared and prepared by OAG staff.

Medium Litigation = Some staples and/or paperclips to be removed and reassembly required

Heavy Litigation = Many staples and/or to be removed and reassembly required

.dii load file = Document Image Index (.dii) file containing proper coding for loading the images and OCR documents into Summation litigation support software database.

Bates Numbering Originals = Applying sequential numbering to original documents

Bates Numbering Images = Applying sequential numbering only to scanned images

OCR = Optical Character Recognition – matching text file provided with image file

Blowbacks = Providing paper copies of images that are on a CD

Oversized Documents = Blueprints, floor plans, anything larger than 8.5 x 14

Color documents = Photographs, or other documents where color must be retained in image

Indexing = Fields added to .dii load file as indicated per document. Please note that a document may consist of numerous pages.

2.2.1 PROJECT APPROACH

As OAG legal staff identify projects, the TO Manager will: 1) verify the parameters of the project; 2) prepare written cover sheet for TO Contractor that includes specific services required for the job and deadline (copy of Summation Imaging Request form attached as Attachment 7A); 3) contact TO Contractor representative to inform of the project and arrange for pickup. Unless otherwise arranged, we will require TO Contractor pickup and delivery for all projects.

2.2.2 DELIVERABLES

Due to the nature of this project, specific deliverables cannot be determined prior to contract award, but will be identified as needed. As described in section 2.2.1 Project Approach above, the TO Manager or designee will be TO Contractor's point of contact, for each project.

At the time of pickup, TO Contractor representative will verify requirements for the job and inform TO Manager immediately if there is a reason why the job cannot be completed by the designated deadline. In the case of very large projects, the project may be able to be divided into phases for multiple delivery dates.

Completed project will be delivered to TO Manager or designee. Upon receipt of the completed project, TO Manager will accept the job (Attachment 8, Agency Receipt of Deliverable form), load the job into Summation, and verify accuracy. If there are any problems, TO Contractor will be notified as soon as they are discovered and an agreement will be reached on how to best rectify the problem. When job is completed satisfactorily, TO Manager will complete a project acceptance form to be provided to TO Contractor.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

A) Due to the nature of this project, specific deliverables cannot be determined prior to contract award, but will be identified as needed. As described in section 2.2.1 Project Approach above, the TO Manager or designee will be TO Contractor's point of contact, for each project. Attachment 7A Summation

Imaging Request form shall serve as the Notice to Proceed for each project. After job has been verified for accuracy and successfully imported into the Summation application, TO Manager will sign the Agency Acceptance of Deliverable form (Attachment 9).

2.3 TO CONTRACTOR PROPOSED PERSONNEL EXPERTISE

Personnel proposed by the TO Contractor must document a competent level of expertise in the following areas:

- Experience in disassembling and preparing hardcopy documents for scanning and accurately reassembling originals after scanning;
- Experience in applying bates numbering to original documents;
- Experience and ability to scan hardcopy documents to .tiff images;
- Experience in applying bates numbering to images in lieu of original documents;
- Experience in creating ocr text files to complement the .tiff images where necessary;
- Experience and ability to create accurate .dii load files for import of .tiff and ocr files into Summation software;
- Experience and ability to insert additional accurate indexing in .dii load files;
- Ability to safeguard records in their custody for scanning
- Experience performing necessary quality assurance procedures

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all 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 identified in section 2.3 above.

2.5 INVOICING

Payment will only be made upon completion and acceptance of each project as described in Section 2.2.2.

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 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of each project, 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.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

The invoice shall identify the Office of the Attorney General as the TO Requesting Agency, project 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.

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 9, for each deliverable being invoiced) submitted for payment to the OAG at the following address:

Lorin Barnes, Litigation Support Specialist
Information Systems Unit,
Office of the Attorney General,
200 St. Paul Place,
Baltimore, MD 21202

2.5.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DBED. DBED will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Contract Manager and TO Manager

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct quarterly progress meetings. A quarterly project progress report shall be submitted two days in advance prior to the discussion to the TO Contract Manager, Janet Stratton, at jstratton@oag.state.md.us 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 quarterly 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.

2.7 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 Contract Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

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 of two possible responses: 1) a proposal and/or 2) a completed Master Contractors Feedback Form, to be submitted electronically off the CATS web site.

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.
 - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
 - 6) 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.
 - 7) Sample of Work: At the pre-proposal conference, each Master Contractor will be given a small sample job with instructions. A CD with this completed sample job must be submitted with Proposal.
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement
 - 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
 - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
 - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have or any proposed subcontractor has 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.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - A) The State contracting entity,
 - B) A brief description of the services/goods provided,
 - C) The dollar value of the contract,
 - D) The term of the contract,
 - E) Whether the contract was terminated prior to the specified original contract termination date,
 - F) Whether any available renewal option was not exercised,
 - G) The State employee contact person (name, title, telephone number and e-mail address).

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

- F) Proposed Facility
 - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
 - 1) Provide an estimate of expectation concerning participation by State personnel.
- H) 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) Per page costs for: Light Litigation, Medium Litigation, Heavy Litigation, OCR, Bates numbering original, Bates numbering images, oversized documents, color documents, and blowbacks, as described in Section 2.2;
 - 2) Cost per document per field for additional indexing as described in Section 2.2;

- 3) Costs, if any, for providing original CD and costs for providing extra copies of CD's if requested;
- 4) Costs, if any, for pickup and delivery of each project;
- 5) Please indicate zero charges by placing "0" in the appropriate cell in the table. Blank cells will not be accepted.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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 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.

- Contractor's expertise and experience creating accurate Summation .dii load files including additional indexing;
- Contractor's experience in providing ocr services and providing text files matched with image files;
- Contractor's experience in preparing, scanning and accurate reassembly of originals;
- Contractor's ability to accurately apply bates numbering to originals and/or images;
- Contractor's demonstrated ability to meet tight deadlines;
- Contractor's internal controls for safeguarding records in their possession;
- Contractor's internal controls for quality control.

4.3 SELECTION PROCEDURES

- A) 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. Unit pricing is key in this and unit pricing for the three imaging levels (Light, Medium and Heavy), OCR, and pickup and delivery will weigh more heavily than others. To arrive at a total cost for evaluation purposes the unit pricing will be multiplied by a number representing the approximate percentage per month these services are used for 1,000 pages.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection references will be contacted. References provided in TO Proposal should be able to address contractor's experience in the areas listed in 4.2. Technical merit and past performance will weigh more heavily than unit pricing.

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 Contract Manager. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL

FOR CATS TORFP # C81P7200033

FIXED UNIT PRICING

DESCRIPTION OF SERVICE	7/1/07 – 6/30/08			7/1/08 – 6/30/09			7/1/09 – 6/30/10			7/1/10 – 12/31/10		
Imaging cost per page for:												
Light Litigation	\$	X 300	\$	\$	X 300	\$	\$	X 300	\$	\$	X 300	\$
Medium Litigation	\$	X 500	\$	\$	X 500	\$	\$	X 500	\$	\$	X 500	\$
Heavy Litigation	\$	X 200	\$	\$	X 200	\$	\$	X 200	\$	\$	X 200	\$
Additional Services Cost per page for:												
OCR	\$	X 850	\$	\$	X 850	\$	\$	X 850	\$	\$	X 850	\$
Bates numbering originals	\$	X 300	\$	\$	X 300	\$	\$	X 300	\$	\$	X 300	\$
Bates numbering images only	\$	X 300	\$	\$	X 300	\$	\$	X 300	\$	\$	X 300	\$
Oversized Documents	\$	X 100	\$	\$	X 100	\$	\$	X 100	\$	\$	X 100	\$
Color documents	\$	X 50	\$	\$	X 50	\$	\$	X 50	\$	\$	X 50	\$
Blowbacks	\$	X 100	\$	\$	X 100	\$	\$	X 100	\$	\$	X 100	\$
Indexing cost per field per document	\$	X 2 X 50	\$	\$	X 2 X 50	\$	\$	X 2 X 50	\$	\$	X 2 X 50	\$

Original CD with images and .dii	\$	X 1	\$									
Additional CD copies – per CD	\$	X 1	\$									
Pickup & Delivery per project	\$	X 1	\$									
Total (for evaluation purposes only)			\$			\$			\$			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP C81P7200033

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. C81P7200033, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of __ percent and, if specified in the TORFP, sub-goals of __ percent for MBEs classified as African American-owned and __ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of __ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number C81P7200033	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # C81P7200033, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. C81P7200033, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # C81P7200033 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Lorin Barnes, Litigation Support Specialist Information Systems Unit Office of the Attorney General 200 St. Paul Place, 18 th Floor Baltimore, Maryland, 21202 lbarnes@oag.state.md.us	Janet Stratton, IS Director Information Systems Unit Office of the Attorney General 200 St. Paul Place, 18 th Floor Baltimore, Maryland, 21202 jstratton@oag.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP # C81P7200033 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State:
ZIP:	
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

Lorin Barnes, Litigation Support Specialist Information Systems Unit Office of the Attorney General 200 St. Paul Place, 18 th Floor Baltimore, Maryland, 21202 lbarnes@oag.state.md.us	Janet Stratton, IS Director Information Systems Unit Office of the Attorney General 200 St. Paul Place, 18 th Floor Baltimore, Maryland, 21202 jstratton@oag.state.md.us
--	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# C81P7200033 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X 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, as identified in the CATS TORFP # C81P7200033.
 - b. “CATS TORFP” means the Task Order Request for Proposals # C81P7200033, dated April 11, 2007, 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 Beverly Pivec, Director of Administration. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Contract Manager” means Janet Stratton, Director of Information Technology. The Agency may change the TO Contract Manager at any time by written notice to the TO Contractor.
 - f. “TO Agreement” means this signed TO Agreement between Office of the Attorney General and TO Contractor.
 - g. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - h. “TO Manager” means Lorin Barnes, Litigation Support Specialist of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - i. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - j. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - k. “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 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 Contract Manager or 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 Contract Manager or 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 one year, commencing on the July 1, 2007, and terminating on June 30, 2008. The Agency, at its discretion may extend the contract for up to two additional one-year periods, plus one additional six-month period, ending on December 31, 2010.

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 \$82,000. 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 Contract 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 Contract Manager or Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Contract Manager or 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 Contract Manager or 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: Beverly M. Pivec, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME
SUMMARY**

This form excluded

SUBMIT AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

OFFICE OF THE ATTORNEY GENERAL

200 SAINT PAUL PLACE

BALTIMORE, MD 21202

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. Turn Right onto Lexington Street. Building 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).

PARKING INFORMATION

There are parking garages located in the building (entrance on Lexington Street) and next to the building (entrance on St. Paul Street or from Saratoga Street), and some metered parking on Lexington Street.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # C81P7200033

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Lorin K. Barnes of the Office of the Attorney General will serve as your contact person on this Task Order. Ms. Barnes can be reached at 410-576-6417 or via e-mail at lbarnes@oag.state.md.us.

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

Sincerely,

Janet E. Stratton
Task Order Contract Manager

Enclosures (2)

cc: Lorin Barnes, TO Manager
Beverly Pivec, TO Procurement Officer
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7 A

Summation Imaging Request Form

Any questions or concerns should be directed to:

Lorin K. Barnes
 Information Systems Unit
 Maryland Office of the Attorney General
 200 St. Paul Place, Baltimore, MD 21201
 (410) 576-6417
lbarnes@oag.state.md.us

DII Sample:

@C ENDDOC# BCP0002
 @FULLTEXT PAGE
 @C PGCOUNT 2
 @T BCP0001
 @D @I030507
 BCP00{01-02}.tif

Case Name		Date:	
Beginning Bates Number			
Prefix for Bates Numbering			
Folder Name(s)			
Copy Instructions			
Number of boxes			
Expected Completion Date			
Condition of documents (Select one below from below)			
All one size, few or no staples (Light)		some staples, and/or folders (Medium)	
		Different sizes, many folders/staples (Heavy)	
Services Required – Check all that apply			
	Scan/Image for Summation		OCR (Text searchable)
	Electronic bates numbering		Bates # originals
	Blowbacks Requested		Color documents
	Xtra CD Copies (indicate #)		Oversized documents (> 8.5 x 14)
Basic Instructions for Each Job			
<ol style="list-style-type: none"> 1. We will always provide a number to use for the @T. If we do not, please ask us for it. 2. Whenever OCR is present the FULLTEXT PAGE needs to come before the @T and @D. 3. There must be a space between the @C and column name. 4. There @T can never have any spaces or / characters. If a space needs to be indicated, use either a - or _ 5. Do not include leading zeros' in the PGCount 			

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Imaging Services

TO Agreement Number: # C81P7200033

Title of Deliverable: Case Name: _____

Date: _____

Name of TO Manager: Lorin K. Barnes

Lorin K. Barnes

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of the Attorney General

TORFP Title: Imaging Services

TO Manager: Lorin K. Barnes

To:

The following deliverable, as required by TO Agreement # C81P7200033, has been received and reviewed in accordance with the TORFP.

Title of Deliverable: Case Name: _____
Date: _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

Lorin K. Barnes

Date Signed

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

ATTACHMENT 10 – 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 # C81P7200033 for Office of the Attorney General. 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 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 Janet Stratton, 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 1.7 OF THE TORFP

ATTACHMENT 11 – 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 Imaging Services TORFP No. C81P7200033 dated **release date for TORFP**, (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 _____ (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 1.7 OF THE TORFP

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
