



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

**Installation of  
Novell Identity Manager 3 with Provisioning Module**

**CATS TORFP PROJECT ADPICS# M00P6212325**

**Maryland Department of Health & Mental Hygiene**

**ISSUE DATE: March 31, 2006**

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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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. 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:	Installation of Novell Identity Manager 3 with Provisioning Module
Functional Area:	FA7 Information System Security, Phase II
TORFP Issue Date:	03/31/2006
Closing Date and Time:	04/ 24/ 2006 at 10:00 AM
TORFP Issuing Agency:	Department of Health and Mental Hygiene, Information Resources Management Administration
Send Questions and Proposals to:	LeZena Morris Office Phone Number: 410-767-5794 Office FAX Number: 410-333-5958
TO Procurement Officer:	LeZena Morris Office Phone Number: 410-767-5794 Office FAX Number: 410-333-5958
TO Manager:	David Bickel Office Phone Number: 410-767-5219 Office FAX Number: 410-333-5941 bickeld@dhhm.state.md.us
TO Project Number:	ADPICS purchase order number M00P6212325
TO Type:	Fixed price
Period of Performance:	60 business days
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Health and Mental Hygiene (DHHM), Information Resources Management Administration (IRMA), 201 W. Preston St., 4 <sup>th</sup> Floor Conference Room #401 Baltimore, Maryland 21201
TO Pre-proposal Conference:	Department of Health and Mental Hygiene (DHHM), Information Resources Management Administration (IRMA), 201 W. Preston St., 4 <sup>th</sup> Floor Conference Room #401 Baltimore, Maryland 21201 April 10, 2006 at 10:00 AM See Attachment 5 for directions.

# NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [LMorris@dohm.state.md.us](mailto:LMorris@dohm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Installation of Novell Identity Manager 3 with Provisioning Module
TORFP Project Number:	ADPICS purchase order number M00P6212325

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other: \_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_

## **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 DBM'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 ADPICS PO # M00P6212325. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP ADPICS PO # M00P6212325 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP ADPICS PO # M00P6212325 Financial". The proposal document that must be submitted with a signature, Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### **1.4 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to CATS MASTER RFP Section 1.9 for additional information.

## **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of 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**

Offerors who wish to attend a pre-proposal briefing and are provided with detailed network and systems information and administration will be required to sign a Non-Disclosure Agreement in the form of Attachment 8.

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 in the form of Attachment 9 and DHMH Combined Policy Acknowledgement Form agreeing to follow DHMH Policy on the Use of Electronic Information Systems (EIS), attached as Attachment #10.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE & BACKGROUND**

#### **2.1.1 PURPOSE**

The Maryland Department of Health & Mental Hygiene, (DHMH), Information Resources Management Administration (IRMA) is issuing this CATS TORFP to install and configure client-supplied Novell Identity Manager 3.0 (NIM) with optional Provisioning Module on client-provided hardware to provide enhanced security for selected applications described in this offering.

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

The primary mission of the DHMH is to protect the public's health. To achieve this goal, DHMH conducts core public health programs that rely on a number of secure, Internet-accessible automated systems that are deployed statewide. In conducting its legally mandated public health activities, these systems collect, transmit and store considerable amounts of personal health information that must be protected. As a department, DHMH is heavily invested in hardware, staff training, and experience to support a mature and inherently secure Novell infrastructure.

#### **2.1.3 PROJECT BACKGROUND**

As a condition of award for the CDC's Bioterrorism Preparedness and Response grant, DHMH is required to support a number of automated systems for disease surveillance, early event detection, outbreak management, partner communications and alerting, and countermeasure and response administration. These systems contain confidential personal health and laboratory information and must be not only highly secure but also Internet-accessible by a large number of public health professionals state-wide on a 24/7 basis. Novell Identity Manager 3.0 provides an ideal solution that will integrate well into the existing environment and reduce costs by automating password management for the large number of users.

### **2.2 TECHNICAL REQUIREMENTS**

**TECHNICAL REQUIREMENTS** - DHMH is seeking assistance to install and configure Novell Identity Manager 3 with Novell Provisioning Module to securely and efficiently manage Internet access, authentication, authorization, and auditing functions for the enterprise-wide applications listed below.

- NEDSS – the CDC's National Electronic Disease Surveillance System that uses SUN iPlanet to manage permissions within the system. Bidirectional synchronization of the iPlanet and NIM directories will be required.
- The Maryland Health Alert Network suite of applications utilizing SQL Server and ASP 3.0. These applications have been developed to accept role-based permissions from NIM.

Specific features of Novell Identity Manager 3 with Novell Provisioning Module to be configured for these systems include the following.

- Automated role and workflow-based "self-service" provisioning with delegated approval

- Self-service password management for users not required to have an RSA token
- Searchable white pages organized geographically and self-service profile management
- Centralized logging, auditing and reporting of all identity management activities

Initial installation will be designed and configured to accommodate the future addition of other applications by trained DHMH Novell staff. These will include the Maryland Public Health Directory (LDAP-based) and an Oracle based Food Protection Program. The initial installation will also provide two separate levels of access and authorization that include: (a) userID and complex password with automated password management and (b) an existing RSA token-based system.

During the installation, the TO Contractor will work collaboratively with the agency's trained Novell network staff to facilitate a transfer of knowledge about NIM and allow them to enroll additional applications and use the provisioning module without outside technical assistance.

### **2.2.1 PROJECT APPROACH**

The TO Contractor is to provide a work plan detailing installation processes as generally specified in Contractor Task section 2.2.2.1 in MS Project for state approval. The TO Contractor will use same state-approved personnel throughout the engagement.

### **2.2.2 DELIVERABLES**

Expected completion of the installation of the client-provided Novell Identity Manager 3.0 with Provisioning Module is 60 business days after Notice to Proceed (NTP).

For each written deliverable described below, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, and/or Visio 2000.

Drafts of all final written deliverables are required at least ten days 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 6). 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 6). 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, and
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required written and performance 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 TO CONTRACTOR TASKS**

#### 2.2.2.1. Deliverable 1. Meet with DHMH team to:

- Review DHMH business rules, policies, corporate documentation, and operational requirements necessary to support desired system operations,
- Determine which corresponding NIM components, services and features are to be installed and how they will be configured and implemented,
- Compile for DHMH approval an installation task list and procedure which will constitute the "Installation Plan,"
- Conduct a review of initial applications to be enrolled,
- Identify vendor access requirements,
- Determine any additional hardware/software needed to accommodate this installation,

- Prepare an installation and vendor/client knowledge transfer and system documentation plan, and
- Establish a project acceptance plan and time-line for DHMH approval.
- Prepare the scope of a written Installation Warranty as described below in 2.2.2.5

2.2.2.2 Deliverable 2. Meet with DHMH following approval of installation plan, procedures, vendor-to-client knowledge-transfer plan, and project time-line to begin installation and mentoring process (Note: date for this deliverable may depend on client acquisition of hardware/software determined as necessary to proceed in Deliverable 1.)

2.2.2.3 Deliverable 3. Successfully enroll for Internet access the National Electronic Disease Surveillance System (NEDSS) and the Maryland Health Alert Network (MHAN) applications.

2.2.2.4 Deliverable 4. Complete testing phase in a production environment in accordance with a DHMH-approved testing & acceptance plan (to be developed in Deliverable 1) and provide installation procedure documentation necessary to support subsequent client-enrollment of other applications. Must successfully demonstrate the NIM operates as required in this TORFP, meets the Novell published performance specifications, and does not cause unwanted, unintended, or adverse operation.

2.2.2.5 Deliverable 5 Provide a written installation warranty that address the following:

- Installation will have a minimum one-year on-site warranty covering installation adequacy and configuration labor. This is a warranty covering the installation of the State-provided Novell product(s), and not a manufacturer’s software warranty. The installation warranty will not diminish the manufacturer's warranty-for-use or affect the Novell end use licensing agreement.
- The on-site installation warranty period will begin upon acceptance of the equipment by the State. Acceptance will occur upon completion of the Performance Period for Acceptance.
- On site warranty means the contractor's qualified technician will travel, if necessary, to the State facility where warranty service is required and perform work at no-charge to the state to remedy any installation deficiencies or defects that are discovered during the term of the warranty period.

### 2.2.3 DELIVERABLE/DELIVERY SCHEDULE

<b>ID</b>	<b>Deliverables for 2.1.3</b>	<b>Expected Completion Periods of Performance:</b>
2.2.2.1	Deliverable 1	NTP + 5 Business Days
2.2.2.2	Deliverable 2	NTP + 10 Business Days (Note: date for this deliverable may depend on client acquisition of hardware/software determined as necessary to proceed in Deliverable 1.)

- 2.2.2.3 Deliverable 3 NTP + 30 Business Days
- 2.2.2.4 Deliverable 4 NTP + 45 Business Days
- 2.2.2.5 Deliverable 5 NTP + 60 Business Days

## **2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

Installation of Novell Identity Manager 3 will be completed in accordance with generally accepted information technology practices and Novell published and internal recommendations and guidelines.

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. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.

The TO Contractor shall follow the project management methodologies that are consistent with the industry standard practices, techniques, and approaches, as defined in the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PMBOK). For references see: [www.pmi.org](http://www.pmi.org).

TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.3 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED**

Personnel named for this engagement by TO Contractor must:

Have three years of experience with Novell Identity Manager in environments similar to DHMH

Possess and provide a certificate or other form of proof of successful completion of the Novell "Advanced Technical Training for Identity Manager, eDirectory and iChain.

Additionally, Offerors must possess and document that they have:

- Experience in designing and successfully implementing Novell Identity Manager solutions
- Experience with the Identity Manager 2 JDBC, Active Directory and Exchange drivers
- XSLT knowledge and expertise

- Knowledge of and experience using Structured Query Language (SQL)
- eDirectory knowledge and experience including schema manipulation and directory optimization
- Expertise in NICI, PKI, NMAS and Universal Password implementations

## 2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary personnel and 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.

Contractor must provide references of recent successful engagements implementing the NIM product.

## 2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in accordance with the following table:

<b>ID</b>	<b>Deliverables for 2.2.3</b>	<b>Expected Completion:</b>	<b>Payment Schedule based on milestone completion Section 2.2</b>
2.2.2.1	Deliverable 1	NTP + 5 Business Days	None
2.2.2.2	Deliverable 2	NTP +10 Business Days	None
2.2.2.3	Deliverable 3	NTP + 30 Business Days	None
2.2.2.4	Deliverable 4	NTP + 45 Business Days	50% upon state acceptance of installation
2.2.2.5	Deliverable 5	NTP + 60 Business Days	50% upon state acceptance of installation

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 Employer Identification Number (FEIN), 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 6, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> 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 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Health and Mental Hygiene 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) 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 6, for each deliverable being invoiced) submitted for payment to the Department of Health and Mental Hygiene at the following address: Department of Health and Mental Hygiene (DHMH), Information Resources Management Administration (IRMA), 201 W. Preston St., 4<sup>th</sup> Floor Conference Room #401 Baltimore, Maryland 21201
- C) 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 and the TO Requesting Agency shall conduct a progress conference within 10 days of the NTP, and every 10 days following until the end of the project. A project progress report shall be submitted within 1 day of the progress conference in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the work 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.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- 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.

## **2.8 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 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 - TO 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 or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

## 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 DATA.

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

#### A) Proposed Services – Work Plan

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. in the following response format:

- Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- Proposed Solution: A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
- Proposed Tools: A description of all proposed tools, if any, which will be used to facilitate the work.
- 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 2.2.4. Project Management and 2.7, Reporting).
- 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.
- Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria to be developed as Deliverable # 2.2.2.1

#### B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.

Provide the names, titles, and experience of all proposed personnel who will be involved with rendering and supervising the services rendered under this TO Agreement.

Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

#### C) Subcontractors

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

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

- 1) Provide three examples of projects that proposed staff 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 complete with the following:

##### A) Name of organization.

- B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, duration, and outcome of contract 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.
- E) Proposed Facility: Work will be performed at the 201 West Preston Street location in Baltimore, Maryland, 21201
- F) Normal service hours: Between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
- In addition to the normal service hours, Offerors are to provide a statement that complies with response time of 4 hours from time notified by the State agency during the warranty period.
- G) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
- 2) 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;

Completed Financial Proposal – Attachment 1, including: a single total cost (FIXED PRICE) for the installation of the state-provided software as described in this TORPF.

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

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

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS 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.

- a. Experience and Capability for the specified work (Refer to Sections 2.3, 2.4, and 3.2.1.D)
- b. Proposed Personnel (Refer to Sections 2.4, and 3.2.1.B )
- c. Proposed Services – Work Plan (Refer to Section 3.2.1.A)

### **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.
- 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 receive 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.

ATTACHMENT 1

CATS TORFP # ADPICS TO # M00P6212325

<b>Identification</b>	<b>Deliverable</b>	<b>Proposed Price</b>
All Deliverables SEE: 2.2.2.1	Title of Deliverable	
	Total Proposed <b>Fixed</b> Price	

SUBMIT THIS WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# ADPICS PO #M00P6212325

OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this 24 day of April, 2006 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Health & Mental Hygiene (Agency).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO #M00P6212325.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO #M00P6212325, dated MONTH DAY, YEAR, 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 TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency 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 TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS 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 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 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 sixty days (60 days) commencing on the date of Notice to Proceed and terminating on XX 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 \$ XX. 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 in 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 XX 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.

XX TO Contractor Name

By: Type or Print TO Contractor POC

Date

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

STATE OF MARYLAND, Department of Health & Mental Hygiene

\_\_\_\_\_  
By: XX insert name, 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 THIS WITH TECHNICAL 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 Technical 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.

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

**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

**(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS MASTER RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS MASTER RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS MASTER RFP from section 2.12 for the applicable labor category.)	

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

SUBMIT WITH TECHNICAL RESPONSE

## **ATTACHMENT 5 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

Conference to be held on April 10, 2006 10:00 AM in room L3 at State Center in Baltimore, O’Conor Building, 201 West Preston Street, Baltimore, Maryland 21201

Corner of Eutaw and Preston Streets. Parking is very limited. Park on street or in pay surface lot across from 201 West Preston Street building. Access to 201 only from central courtyard with a government –issued valid picture ID. Further information contact: Nancy Wilson 410-767-6830



## ATTACHMENT 7 – ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Health & Mental Hygiene

Project Name: Novell Identity Manager 3 with Provisioning Module

TO Manager: David K. Bickel

Department of Health and Mental Hygiene (DHMH)

201 W. Preston St., Rm #401

Baltimore, Maryland 21201

**To: TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement ADPICS PO #M00P6212325, 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 0 OF THE TORFP.

## **ATTACHMENT 8 – 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 #ADPICS PO #M00P6212325 for Novell Identity Manager 3 with Provisioning Module. 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 LeZena Morris, (TO Procurement Officer) DHMH 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 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 he or she is 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 1.66 of the TORFP

## ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency the Department of Health & Mental Hygiene, (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 Novell Identity Manager 3 with Provisioning Module TORFP No. ADPICS PO #M00P6212325 dated April 24, 2006, (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 personnel are added.
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/Contractor's Personnel:**

**DHMH:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 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

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# ATTACHMENT 10 – DHMH SECURITY AND PRIVACY POLICIES AND COMBINED ACKNOWLEDGEMENT FORM

## **POLICY ON THE USE OF DHMH ELECTRONIC INFORMATION SYSTEMS (EIS)** SHORT TITLE: **EIS POLICY**

### **I. EXECUTIVE SUMMARY**

The Electronic Information System (EIS) Policy is the basic document for guiding employees of the Department of Health and Mental Hygiene (DHMH) in the appropriate use of communications technology for business operations. The policy addresses the DHMH Electronic Information Systems that encompass:

- Telecommunications** -including telephones, facsimile (fax), and voice mail.
- Computer systems** -including software, hardware, networks with their storage and communications capacity.
- Internet and intranet** -including access and use.

The Department's communications with the public need to engender a sense of trust in DHMH and State government. All DHMH employees must be able to work with both electronic and paper-based systems and to handle a variety of data, records, documentation, and information, hereafter referred to generally as information. Regardless of how information is obtained, created, or used during job performance, it must be handled with appropriate security, as established by either (1) DHMH policy; or (2) more restrictive, applicable, federal/state laws, regulations, policies, or procedures.

The EIS Policy is intended to clarify the responsibilities of employees as well as to protect the interests of the Department and health consumers through the appropriate use of information systems. The policy notes that DHMH has a proprietary interest in (1) maintaining the integrity of its State-owned systems, software, related data, information; and (2) controlling the access to and use of its systems, software, and related data/information. It restricts employees from using encryption methods (which could disguise a prohibited use) without formal permission. It further limits the use of these systems for activities that are not business related.

### **DHMH POLICY 02.01.01 EIS POLICY**

*Cross-reference: Deputy Secretary for Operations- Information Resources Management Administration  
DHMH 02.01.01, EIS Policy, is effective December 1, 2001.*

This policy supersedes Policy 02.01.01, version of June 5, 1998. [Page 2 of 10](#)

Employees are directed to comply with IRMA Data Remanence Protocol requirements. Although files, data, or messages may appear to be "deleted" from the system, employees should be aware that procedures by DHMH to guard against data loss may preserve these items, and such deletion may not ensure confidentiality of the files, data, or messages.

The policy requires that employees abstain from illegal, unethical, or other prohibited

use of these systems including fraudulent, harassing, threatening, discriminatory, racist, hate-based, lewd, sexually explicit or otherwise disruptive communications, the playing of electronic computer games, and the request for or sharing of said information inappropriate in the business place.

Additionally, the EIS policy states that communications using electronic mail (e-mail), intranet and internet connections, may be monitored, and employees cannot expect privacy using these means of communications. Employees are required to read the EIS Policy, the Software Copyright Policy, and the Information Assurance Policy, and sign the applicable sections of the Combined Policy Acknowledgment Form. The signed form shall be kept in the employee's DHMH personnel file.

## II. BACKGROUND

This policy has been necessitated by the rapidly growing access to and use of email, the internet, and intranet throughout DHMH. Producing, exchanging and retrieving information using electronic information systems presents a valuable opportunity for DHMH and the citizens of Maryland. DHMH recognizes and supports these communication channels and methods as "best business practices", except where more traditional modes of communication would be more appropriate.

Employees are encouraged to use these electronic information systems, but are hereby advised that this use extends important responsibilities to the user. Employees of DHMH are expected to exhibit the same high level of ethical and business standards when using the electronic information systems as they do with the more traditional communication resources, and in their face-to-face business relationships.

This document endeavors to serve the Department's immediate EIS policy needs, and it shall be reviewed and revised in coordination with the Maryland Health Information Coordinating Council (HICC), annually.

## III. POLICY STATEMENTS

### A. DEFINITIONS

1. For the purpose of this policy, **employee** shall mean any one who is directly employed by or works for DHMH, whether full-time, part-time, temporary, emergency, contractual, agency, volunteer, or other person who has legal access to DHMH electronic information systems.
2. **Computer** means an electronic, magnetic, optical, or other data processing device or system that performs logical, arithmetic, memory, communications, or information storage, manipulation, and retrieval functions. It includes any data storage or communications facility that is directly related to or operated in conjunction with that device or system.
3. The **internet** can be described as a series of computer networks which provide the combined communication pathways of the telephone, mail, television, and radio. In short, any type of remote communications can be carried out via the internet. The **intranet** is similar to the internet, but can best be described as an "internal Departmental internet" that can only be accessed by authorized users on the local area network (LAN) or wide area network (WAN), or through external arrangements, then referred to as an **extranet**. For the purpose of this policy, internet intranet, or extranet will be

considered the same venues, and subsequently referred to as *internet*.

## **B. GENERAL POLICY**

Due to the merging of communications technologies, this policy also addresses, but does not override other more restrictive policies or laws governing the authorized use of telephone, facsimile, and voice mail technologies. Telephones (wired and wireless), facsimile (fax) machines, scanners, computers, computer systems, electronic media equipment (including computer accounts, voicemail, mainframe, midrange, mini, personal and laptop computers, personal digital assistants (PDA's), printers, networks, software, electronic mail or e-mail, internet and World Wide Web access connections, and intranet access and use) in DHMH are provided to DHMH employees for business-related use. Any and all information, as well as the media, database structure, and architecture transmitted by, received from, or stored therein is the property of DHMH. It is the shared responsibility of employees to use these electronic information systems in an efficient, ethical, and lawful manner.

The use of DHMH electronic information systems is a privilege extended by DHMH that may be withdrawn at any time. An employee's use of computer and related information systems may be suspended immediately upon the discovery of a possible violation of these policies and guidelines. Additionally, Personnel actions, up to and including termination, may result.

## **C. EMPLOYEE ACKNOWLEDGEMENT**

Effective with the approval of the DHMH 02.01.06 Information Assurance Policy (<http://www.dhmh.state.md.us/policies/summary.htm>), all employees are required to complete the applicable sections of the new Combined Policy Acknowledgment Form (<http://www.dhmh.state.md.us/policies/cipaf-4518.pdf>) that acknowledge receipt, review and awareness of IRMA policies, and state that the employee's use of the DHMH electronic information systems constitutes consent to comply with these policies. Annual acknowledgment of the policies will be required, preferably in the presence of the employee's supervisor. Inclusion of the acknowledgement process with the employee's PEP evaluation is suggested.

Technological advances may necessitate policy revisions between annual review cycles, in which case employees with e-mail will be notified electronically, and all others will be notified in writing of such changes. An audit trail that documents receipt of said electronic messages may substitute for an employee's signature when revisions do not coincide with the annual acknowledgment cycle.

## **D. SPECIFIC EIS POLICY STATEMENTS**

### **1. EIS ARE PROVIDED FOR BUSINESS USE.**

Access to EIS resources are provided to DHMH employees for business purposes. Since excessive exchange of messages and files may degrade system speed and efficiency by increasing system traffic and/or taking up memory storage capacity, the use of DHMH electronic information

systems for personal purposes, including general announcements, is discouraged and should be limited.

E-mail broadcasts to all DHMH employees result in major system inefficiencies and personnel productivity losses. Employees are specifically prohibited from issuing blanket e-mail broadcasts across the DHMH network unless advanced review and approval by a Facility/ Administration /Program Director is obtained. Management is requested to limit such approvals to messages of an urgent and compelling importance to the Department, where other less immediate forms of communication are not viable.

As an alternative, employees are encouraged to use the DHMH intranet bulletin board, or DHMH "list-servers" where provided to post general information within the Department. Broadcast messages will be monitored. Abuse of electronic information systems privileges may result in disciplinary action up to, and including, termination from State service.

## **2. NON-BUSINESS USE OF E-MAIL**

Fraudulent, harassing, threatening, discriminatory, racist, hate-based, lewd, sexually explicit or otherwise disruptive, inappropriate materials are not to be requested, viewed, transmitted (in any form including encryption or using other deceptive methods), printed, or stored.

"Chain letters," solicitations, and other forms of mass mailings or postings ("spam") are not permitted. As a good business practice, employees should avoid generating, sharing, or replying to non-business related e-mail. Such messages should be deleted. Each employee shall immediately advise his/her supervisor or designee, if inappropriate, harassing, or excessively frivolous, frequent, or erroneous communications are received. If a supervisor is not available, the employee shall contact the Information Resources Management Administration (IRMA) help desk (410 767-6534) for investigation.

## **3. PASSWORDS**

Employees are responsible for protecting their own passwords. Sharing or posting of passwords, user IDs, and account access codes or numbers is not permitted except as noted below. Employees will be held accountable for misuse that occurs through granting such unauthorized access. System generated and other DHMH network passwords are considered to be "on loan," and remain the property of DHMH.

Under "best practice" standards, access to confidential or personal data should be limited, using a need to know protocol; however, each operational unit is responsible for insuring adequate emergency system access. No one person within DHMH should be in the position to use password security to prevent or delay business functions. Refusal by an employee to provide computer system access to a system administrator,

Facility/Administration /Program Director, or other authorized employee under standard operations or emergency conditions may result in

disciplinary action up to, and including, termination of employment. For more details, see the Information Assurance Policy, DHMH 02.01.06, <http://www.dhmh.state.md.us/policies/summary.htm>).

#### **4. MONITORING**

DHMH provides electronic information systems for internal and external business communications and data exchange in order to facilitate business operations. Supervisors may monitor telephone utilization, but may not monitor actual telephone conversations, without written pre-approval of the Attorney General.

Although passwords are required for network access, and recommended for e-mail program access, these systems and other protection schemes cannot guarantee confidentiality. E-mail communication and access may be monitored.

#### **5. ENCRYPTION**

Confidential information, which has been authorized for transmission, may not be sent by e-mail unless appropriate technology has been used to encrypt the information.

#### **6. AUTHORIZED ENCRYPTION SCHEMES**

In order to maintain and assure access to DHMH data, no employee may use an unauthorized encryption scheme. Each program wishing to employ electronic encryption technology to protect stored, confidential, or sensitive data must maintain, in a secure manner, copies of all encryption keys. IRMA will provide technical guidance for the selection of encryption methodologies.

#### **7. DELIBERATE EIS DAMAGE**

Deliberately introducing or using software designed to damage, destroy, corrupt, or impede the DHMH electronic information systems with viruses or other harmful effects, is grounds for termination of employment. Moreover, the employee may be subject to personal liability, as well as civil and criminal penalties that may be provided by law. Employees are required to use DHMH authorized computer-virus detection software when provided.

#### **E. GENERAL INTERNET-INTRANET POLICY STATEMENTS**

Even though there is no set of laws regulating the internet, there is an informal code of use called "Netiquette" (Net+Etiquette), which describes what internet users expect from one another while using the internet and World Wide Web. Three primary tenets are:

- (1) Don't break the law;
- (2) Be a good neighbor; and
- (3) Use good judgment.

EIS access accounts are not to be considered personal, private, or confidential. Rather, any mail and/or electronic files identified with an employee account or user ID may be subject to inspection by authorized DHMH personnel. Internet access originating at DHMH is a privilege, extended by DHMH for

business use that may be withdrawn at any time. Internet activity may be monitored. Violations of this policy may result in disciplinary action, up to and including termination from State service.

## **F. SPECIFIC POLICY STATEMENTS FOR INTERNET USE**

When using DHMH internet connections (irrespective of the service provider) the employee is a representative of the State of Maryland, Department of Health and Mental Hygiene, in the internet community. Please be aware of the concerns, dangers, and prohibitions associated with the following actions.

### **1. IRRESPONSIBLE USE OF EIS RESOURCES**

Since capacity of the internal electronic information systems network is limited, large file transfers during peak business hours can compromise the performance of the entire system and deny others equal access. Prior to working with large files (100 megabytes and larger), please consider the effect on all other DHMH network users. No employee or operational unit of DHMH shall operate an independent internet or intranet server, or a personal computer acting as a server, either on DHMH premises or remotely, to conduct DHMH business unless authorized in writing by the Director, IRMA.

### **2. USE OF PERSONAL COMPUTER EQUIPMENT**

Work may not be performed away from the worksite unless all prevailing and appropriate security and confidentiality policies and laws are strictly followed. In addition, this policy prohibits direct dial-up access to the network or simultaneous dial-up and network connections to those instances where alternatives are not available and written, pre-approval from IRMA has been granted. The exceptions are for the use of GroupWise or other approved e-mail systems.

Personal copies of legally licensed software may be used for business purposes if all of the following conditions are satisfied: 1) The State Software Policy is observed; 2) The license is transferred to DHMH; 3) The supervisor provides written approval; and, 4) The software is installed on State equipment by the authorized system administrator.

### **3. COPYRIGHT INFRINGEMENT**

Actions to obtain, use, modify, store, or distribute proprietary and/or copyrighted software, materials, documents, or other information are to be in accord with State, federal, local, or international law or treaty. This is in accordance with DHMH 02.01.02, Policy on the Use of and Copying of Software and Prevention of Computer Software Copyright Infringement

(<http://www.dhmh.state.md.us/policies/p020102.htm> ).

(NOTE: Pursuant to this policy, the Combined IRMA Policy Acknowledgement Form, that includes the State of Maryland Software Code of Ethics attestation, is attached for employee's signature.)

Employees using the internet shall respect all copyright issues regarding software, information, and attributions of authorship. Installing copyrighted software to a DHMH computer without licensing is illegal, and

may make the employee liable for copyright infringement. Any employee who has unlicensed or undocumented software on DHMH equipment shall be held accountable for the consequences to the extent of applicable laws and DHMH policy.

#### **4. VIRUS SCANNING AND PROTECTION**

Internet users share in the responsibility to protect the network and their equipment from computer viruses and other hostile programs and information. The use of computer-based virus protection software is required. Log-in screen notifications and warnings are required under the Governor's Executive Order 01.01.1983.18, State Data Security Committee,

<https://constmail.gov.state.md.us/comar/01/01.01.1983.18.htm>. Employees are responsible for reviewing these postings when connecting to the DHMH network and contacting IRMA if further information is required.

#### **5. DAMAGING OR ILLEGAL ACTIVITY**

Activity by any DHMH employee that could damage the Department's reputation or potentially place the employee and DHMH at risk for legal proceedings by any party is prohibited. Any actions or statements that are clearly, or could be construed to be mis-representational, fraudulent, libelous, harassing, discriminatory, racist, hate-based, lewd, sexually explicit, promoting unfair competitive practices, or otherwise disruptive communications are also prohibited. Materials that are inappropriate for the business workplace are not to be requested, viewed, transmitted (in any form, including the use of encryption schemes or use of other deceptive methods), printed, distributed, or stored.

#### **6. HOSTILE ACTIVITY**

Actions that may reasonably be construed as hostile by another organization, institution, or individual (internal or external to DHMH) are prohibited. An example of this is attempting to gain unauthorized access to another computer system and/or information.

#### **7. COMMUNICATION CONSTRUED AS AN OFFICIAL DHMH RESPONSE**

Posting information on bulletin boards or mailing lists using the DHMH name may be construed as an official DHMH response, and are prohibited without proper authorization. Computer contact people will be required in all operational unit systems to handle e-mail requests and messages most efficiently, to provide an official response and to work with IRMA. Questions regarding official DHMH responses should be directed to your supervisor, or the DHMH Office of Public Relations.

In addition, employees may not post personal, private, or outside corporate communications of a commercial nature, solicitations, advertisements, or other commercial material using a DHMH associated account.

#### IV. REFERENCES

- Governor's **Executive Order 01.01.1983.18** - State Data Security Committee  
<https://constmail.gov.state.md.us/comar/01/01.01.1983.18.htm>
- State Agency Information Security Practices, State Data Security Committee
- Annotated Code of Maryland, Article 27, Crimes and Punishment, Section 45A  
[http://mlis.state.md.us/cgi-win/web\\_statutes.exe?g27&45A](http://mlis.state.md.us/cgi-win/web_statutes.exe?g27&45A) and Section 146,  
[http://mlis.state.md.us/cgi-win/web\\_statutes.exe?g27&146](http://mlis.state.md.us/cgi-win/web_statutes.exe?g27&146).
- Maryland Department of Budget and Fiscal Planning Manual, #95-1, effective date: June 1, 1995, Subject: Prevention of Software Copyright Infringement.
- DHMH Policy 02.01.02** (formerly Policy DHMH 9170) -Policy On The Use Of And Copying Of Computer Software And The Prevention Of Computer Software Copyright Infringement, (<http://www.dhmh.state.md.us/policies/p020102.htm>)
- DHMH Policy 02.01.06**, Information Assurance Policy (IAP), most current version, <http://www.dhmh.state.md.us/policies/summary.htm>

#### V. Addenda

- DHMH Form 4518-Combined IRMA Policy Acknowledgement Form**  
<http://www.dhmh.state.md.us/policies/cipaf-4518.pdf>

Approved: /S/ signed copy on file **December 1, 2001**

## COMBINED IRMA POLICY ACKNOWLEDGMENT FORM ADAPTED FOR TORFP CONTRACTOR USE FOR E.I.S. POLICY ONLY

This document is a combined policy acknowledgment form for DHMH computer-related policies. Following consultation with your supervisor, please read and initial the appropriate acknowledgment sections, then sign the signature block below.

#### Acknowledgement Section

Employee  
Initials  
Supervisor  
Initials °

#### Policy Number-Statement

**02.01.01** Policy on the Use of DHMH Electronic Information Systems (EIS)

I hereby acknowledge awareness of **DHMH Policy 02.01.01**, and that my use of these systems constitutes my consent to comply with this directive.

#### Employee/User Signature Block

I hereby acknowledge that I have reviewed and understand the above-initialed policies.

Employee/User Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

#### Employee/User Identification (Please Print)

NAME: \_\_\_\_\_ PIN # or

CONTRACT#: \_\_\_\_\_

**AGENCY/COUNTY:** \_\_\_\_\_ **ADMINISTRATION/UNIT:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**Supervisor's Verification**

**Supervisor Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_