CONSULTING AND TECHNICAL SERVICES (CATS)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

REISSUED (WITH AMENDMENTS)

INFORMATION TECHNOLOGY SECURITY SERVICES (ITSS) AND TECHNICAL SUPPORT FOR THE DEPARTMENT OF BUDGET & MANAGEMENT (DBM)

CATS TORFP PROJECT F10P7200004

DEPARTMENT OF BUDGET & MANAGEMENT

REISSUE DATE: AUGUST 3, 2006

CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION 4

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT 4
1.2 TO AGREEMENT 4
1.3 TO PROPOSAL SUBMISSIONS 4
1.4 MINORITY BUSINESS ENTERPRISE (MBE) 4
1.5 EMARYLANDMARKETPLACE FEE 4
1.6 CONFLICT OF INTEREST 5
1.7 NON-DISCLOSURE AGREEMENT 5
1.8 LIMITATION OF LIABILITY 5

SECTION 2 - SCOPE OF WORK 6

2.1 PURPOSE AND BACKGROUND 6
2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSILITIES 6
2.3 PERFORMANCE EVALUATION AND STANDARDS 7
2.4 MITIGATION PROCEDURES 8
2.5 WORK HOURS 8
2.6 DELIVERABLES 8
2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES 9
2.8 MINIMUM QUALIFICATIONS (THIS SECTION HAS BEEN REVISED, SEE AMENDMENT 1) 9
2.9 SUBSTITUTION OF PERSONNEL 10
2.10 NON-PERFORMANCE OF PERSONNEL 10
2.11 INVOICING 10
2.12 CHANGE ORDERS 11

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS 12

3.1 REQUIRED RESPONSE 12
3.2 FORMAT 12

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT 15

4.1 EVALUATION CRITERIA 15
4.2 TECHNICAL CRITERIA 15
4.3 SELECTION PROCEDURES 15
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT 15

ATTACHMENT 1 – PRICE PROPOSAL 16

ATTACHMENT 2 – TASK ORDER AGREEMENT 17

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 20

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY – REVISED 8-3-06, ADDENDUM #1 23

ATTACHMENT 5 – DIRECTIONS 25

ATTACHMENT 6 – AGENCY ACCEPTANCE OF DELIVERABLE FORM 26

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR) 27

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 28

ATTACHMENT 9 – NOTICE TO MASTER CONTRACTORS 31

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:	Information Technology Security Services (ITSS) and Technical Support for the Department of Budget & Management (DBM)
Functional Area:	FA7 – Information System Security
TORFP Reissue Date:	8/3/2006
Revised Closing Date and Time:	8/28/06; 2:00 pm
TORFP Issuing Agency:	Department of Budget & Management
Send Questions and Proposals to:	Procurement Liaison Office (PLO) Email Address: oitplo@dbm.state.md.us
TO Procurement Officer:	Susan Woomer Office Phone: (410) 260-7191 Office Fax: (410) 974-5615
TO Manager:	Bruce Eikenberg Office Phone: (410) 260-7307 FAX: (410) 974-5060
TO Project Number:	F10P7200004
TO Type:	Time and materials
Period of Performance:	2 years w/1 one year renewal option
MBE Goal:	0 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	DBM, 45 Calvert St. Annapolis, MD 21401
TO Pre-proposal Conference:	DBM, 45 Calvert St., Annapolis, MD. 21401 07/11/ 2006 at 10:00AM (will not be held again) See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.12 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 #F10P7200004. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F10P7200004 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #F10P7200004 Financial". The proposal documents 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 MINORITY BUSINESS ENTERPRISE (MBE)

MBE goals are not applicable for this TORFP because the services of a single technician are requested. MBEs are strongly encouraged to respond to the TORFP.

1.5 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 web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 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.

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 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 45 Calvert Street, Annapolis, MD. 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. 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 9.

1.8 LIMITATION OF LIABILITY

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling is hereby reduced as follows: Contractor's liability per claim under this TORFP shall not exceed the total TO Agreement amount established for each respective assessment.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Department of Budget and Management (DBM), Office of Information Technology (OIT) Security team is issuing this CATS TORFP to obtain a single technically qualified individual to provide IT Security services, engineering, and operational support for DBM's computing platforms (i.e. desktop computers, servers, and Local Area Networks (LAN)).

This technician would be a member of DBM's Security team that establishes an Agency wide secure environment for the processing of data, reduces information security risks, and communicates the responsibilities for the protection of information. The team also ensures that the agency is compliant with the State's IT Policy and Standards. Additional Information on the State's IT Security Policy and Standards is available at: http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf

The TO Contractor will be required to provide one full time individual with the appropriate technical skills to perform "hands on" IT security and IT engineering services. The full time individual provided will have the technical skills, qualifications, and certifications listed in Section 2.8. The TO Contractor will assign this individual to a labor category listed in Section 2.12 'Labor Categories and Qualifications' of the Master Contract.

2.1.2 BACKGROUND

DBM's OIT manages the agency-wide network infrastructure that includes network security. Network security includes a wide variety of engineering and technical management in the following areas:

- Cisco Routing Protocols (EIGRP, OSPF, BGB), Network Protocols (IP), Router and Switch configurations on HP and Cisco platforms;
- Active Directory, Enterprise LDAP, MS Exchange 2003, MS 2000, MS 2003 server and services management support;
- Framework design and support in areas such as; Fiber Channel (FCIP), FastEthernet, Multimode fiber, TRUNK (isl and dot1q), and MPLS.
- Enterprise Security services design and management assistance: Access Lists, Frame filters, Packet filtering, Firewall configurations (PIX, CheckPoint, Symantec Velociraptor, and Netscreen), Cisco ACS, Cisco Works, Concord, and Enterprise IPS systems and IDS systems such as Envision, ASA, and other platforms; and
- LAN Security Services: Device policies, SIM technology, Port Security, and personal firewalls.

DBM OIT places high expectations upon staff members in terms of deploying well-engineered systems and providing expert resolution of problems. The growth and complexity of systems supported by OIT, coupled with the continued expectation that OIT staff will provide "first responder" services to network failures, is driving the need for additional security engineer resources.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSILITIES

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

- Install, configure, maintain, and troubleshoot IT systems such as, but not limited to, the following:
    - Cisco firewalls;
    - Cisco routers;
    - Cisco switches;
    - Cisco Works;
    - Cisco ACS;
    - Concord;
    - Entercept;
    - Environmental Reporting systems (NetBotz);
    - Microsoft servers; and
    - VPN Concentrators.
- Develop, test, and apply access lists and other provisioning and configuration changes;
- Perform network hardware and software installations, moves, adds, and changes;
- Provide network traffic monitoring reports;
- Implement performance improvement and traffic management configuration changes including traffic prioritization and queuing;
- Perform layer two and layer three provisioning, configuration, and troubleshooting;
- Identify and mitigate network security vulnerabilities;
- Recommend Disaster Recovery Plan procedures;
- Recommend and implement IT operational improvements, security procedures, and optimal configurations;
- Research, document, and provide recommendations to DBM management on a variety of new network related technologies; and
- Attend internal DBM staff meetings as requested.

2.3 PERFORMANCE EVALUATION AND STANDARDS

The TO Contractor employee's performance will be evaluated monthly. The TO Manager may consider any and all information relevant to the TO Contractor's performance during that period. Table 2.3.1 details the monthly performance evaluation scoring range. TO Contractor personnel will be evaluated on the following:

- Accuracy of data and reports;
- Adherence to State and DBM policies and procedures;
- Thoroughness and accuracy of plans and analysis;
- Overall technical proficiency; and
- Timeliness and responsiveness.

Monthly Performance Evaluation Scoring Range					
Category/Rating	**Unsatisfactory**	**Marginal**	**Good**	**Very Good**	**Excellent**
Accuracy of data and reports **Adherence to State and DBM policies and procedures** **Thoroughness and accuracy of plans and analysis** **Overall technical proficiency** **Timeliness and responsiveness**	The TO Contractor employee's performance fails to meet requirements by a substantial margin. There are very few areas of good performance and these are more than offset by lower rated performance in other areas.	The TO Contractor employee's performance fails to meet all requirements. There are areas of good performance, but these are more than offset by lower rated performance in other areas.	The TO Contractor employee's performance meets all requirements.	The TO Contractor employee's performance exceeds requirements. There may be areas for improvement, but these areas are more than offset by better performance in other areas.	The TO Contractor employee's performance exceeds requirements by a substantial margin providing additional value to the State. There are virtually no areas for improvement.

Table 2.3.1 Monthly Performance Evaluation Scoring Range

2.4 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate unsatisfactory or marginal performance during an evaluation period, a meeting with the TO Manager, TO Contractor employee, and the appropriate TO Contractor representative will be scheduled at DBM within five working days of the announcement of the rating. The goal of the meeting is to rectify the performance issues prior to the next evaluation. Documentation of any performance issues will be presented by DBM. Consecutive evaluation periods with unsatisfactory or poor performance rating (although not a prerequisite) may result in a request to the TO Contractor to provide a replacement employee. Section 2.9 details personnel substitution procedures.

2.5 WORK HOURS

The TO Contractor's assigned personnel will work an eight-hour day (approximately 8:00 am to 4:30 pm), Monday through Friday except for State holidays. Once assigned, and personnel have demonstrated an understanding of the DBM infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to DBM network engineering services are required to be on-call 24 hours a day for a seven-day period, one week out of every two to three weeks.

Services may also involve some evening and/or weekend hours performing critical troubleshooting in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.6 DELIVERABLES

A) Personnel: The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
B) Weekly Status Report: At the conclusion of every week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report. Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment

7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein. The status report will summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, 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 work execution. These may include, but are not limited to:

- The State IT Security Policy and Standards referenced in Section 2.1.1; and
- The State IT Project Oversight at: http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_search/technology/pmo/itoversight.pdf
- The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.

2.8 MINIMUM QUALIFICATIONS (THIS SECTION HAS BEEN REVISED, SEE AMENDMENT 1)

~~Individuals proposed for this TORFP must have:~~

- ~~At least six (6) years of relevant IT experience and possess a current Certified Information Security Manager (CISM) or Certified Information Systems Security Professional (CISSP) certification;~~
- ~~Cisco Certified Internetwork Expert (CCIE) or Cisco Certified Network Professional (CCNP) prior to year 2000 with Enterprise network design, implementation, and support experience for at least five years since 2000;~~
- ~~At least three years of Project Management experience;~~
- ~~Microsoft Certified Systems Engineer (MCSE) in Microsoft 2000 (or more recent architecture design area);~~
- ~~At least three years of enterprise mail experience, including Domain Name Service (DNS), Public Name Zone management, and Simple Mail Transfer Protocol (SMTP) relay engineering; and~~
- ~~Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, or other related discipline. Master's degree or project management certification is preferred. Full time work experience in IT security may be substituted for education on a year-for-year basis~~.

-

Individuals proposed for this TORFP must have:

- **Cisco Certified Network Professional (CCNP) Certification;**
- **Microsoft Certified Systems Engineer (MCSE) in Microsoft 2000 (or more recent architecture design area);**
- **Demonstrated five years of active technical management experience in:**
    - **PIX firewalls;**
    - **Cisco routers; and**
    - **Cisco Switches.**

- **Demonstrated two years of active technical management in:**
    - **Microsoft Active Directory;**
    - **Domain Name Service (DNS);**
    - **Dynamic Host Configuration Protocol (DHCP); and**
    - **Exchange 2000 or Exchange 2003.**
- **Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, or other related discipline. Master's degree or project management certification is preferred. Full time work experience in IT security may be substituted for education on a year-for-year basis.**

2.9 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.10 NON-PERFORMANCE OF PERSONNEL

In the event that DBM is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.3, the TO Contractor's personnel may be removed from the project at the TO Manager's discretion at any time. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts, if any, included in Section 2.4. Replacement personnel must have qualifications at least equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11 INVOICING

TO Contractor shall submit invoices to DBM monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

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 ID Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

On-call hours and upgrades performed during non-business hours would be billed based on actual time worked.

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) The invoice shall identify DBM 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 7, for each deliverable being invoiced) submitted for payment to DBM at the following address: Bruce Eikenberg, 45 Calvert St. Annapolis, Md. 21401.

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.

2.12 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. 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 TO change order is approved by DBM and 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 or 2) a completed Attachment 9 - 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:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE (REVISED, SEE AMENDMENT 1)

A) Proposed Services

- 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 Scope of Work.
- Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal

B) Proposed Personnel

- ~~Identify and provide resumes for all proposed personnel by labor category.~~
- ~~Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.8.~~
- ~~Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.~~
- ~~Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement~~.

- Identify and provide resumes for all proposed personnel by labor category. **<u>The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as it relates to information security.</u>**
- Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.8.
- Complete and provide, **<u>at the interview,</u>** Attachment 4 – Labor Classification Personnel Resume Summary.
- Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

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

D) Master Contractor Experience and Capabilities

1) ~~Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following~~:

1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples 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 POC for the reference.

c) Type and duration of contract(s) supporting the reference.

d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

a) The State contracting entity,

b) A brief description of the services/goods provided,

c) The dollar value of the contract,

d) The term of the contract,

e) Whether the contract was terminated prior to the specified original contract termination date,

f) Whether any available renewal option was not exercised,

g) The State employee contact person (name, title, telephone number and e-mail address.

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

E) State Assistance

- Provide an estimate of the TO Contractor's expectation concerning participation by State personnel.

F) Submit completed Attachment 4 - Conflict of Interest Affidavit and Disclosure form.

G) Confidentiality

- A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. 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) Completed Financial Proposal - The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates must be equal or less than the rates defined in the Master Contract.

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 Functional Area #7 corresponding to the CATS TORFP. In making the TO Agreement award determination, DBM OIT 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:

- ~~Experience, certifications, and education required in Section 2.8, of the TORFP.~~
- The Master Contractor's understanding of the work to be accomplished
- Experience, certifications, and education required in Section 2.8 of the TORFP.
- **Proposed personnel's applicable responsibilities and accomplishments detailed in the resume provided as it relates to Section 2.2 of the TORFP.**
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

A) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.8 of the TORFP. Master Contractor's proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

B) 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.

C) The State will conduct interviews with all qualified personnel from each TO Contractor that submits a response compliant with this TORFP.

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

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – PRICE PROPOSAL

F10P7200004

LABOR CATEGORIES

Labor Categories (Insert Proposed Labor Categories for this TORFP	A	B	C
	Hourly Labor Rate	Total Class Hours (Annually)	Total Proposed CATS TORFP Price
	$	1880	$
Total Evaluated Price			$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP #F10P7200004 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, DBM.

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 DBM, as identified in the CATS TORFP #F10P7200004.
    b. "CATS TORFP" means the Task Order Request for Proposals #F10P7200004 dated June 30, 2006, 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 Susan Woomer. 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 DBM 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 Bruce Eikenberg 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 two years with one-year renewal option, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the as detailed in section 2.11.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

_____ _____

By: Type or Print TO Contractor POC Date

Witness: _____

STATE OF MARYLAND, DBM

_____ _____

By: Ellis Kitchen Date
State Chief Information Officer

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date:_____ By:_____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

~~ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY – SUBMISSION REQUIREMENTS REVISED, SEE AMENDMENT 1~~

~~INSTRUCTIONS:~~

1. ~~Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.~~

2. ~~Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.~~

3. ~~For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.~~

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

4. ~~Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.~~

5. ~~For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.~~

6. ~~Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.~~

~~ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)~~

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

~~**Contractor's Contract Administrator:**~~

_____ _____

~~Signature Date~~

~~**Proposed Individual:**~~

_____ _____

~~Signature Date~~

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

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY – REVISED 8-3-06, ADDENDUM #1

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.

2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. **The summary is required at the time of the interview.**

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

Contractor's Contract Administrator:

_____ _____

Signature Date

Proposed Individual:

_____ _____

Signature Date

SUBMIT **AT THE TIME OF THE INTERVIEW**

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

1. Take I-97 off the Baltimore Beltway heading south to Annapolis.
2. I-97 will end and turn into Route 50 East.
3. Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

1. Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

1. Follow Rowe Blvd. to the third traffic light.
2. Stay to the right when the road splits before the Treasury Building.
3. Turn right onto Calvert St.
4. 45 Calvert Street is the first building immediately on the right.
5. Room 164 is on the first floor.
6. Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 6 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Budget & Management

TORFP Title: Information Technology Security Services (ITSS) and Technical Support for the Department of Budget & Management (DBM)

TO Manager: Bruce Eikenberg 410 260 7307

To:

The following deliverable, as required by TO Agreement #F10P7200004, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

_____ _____

TO Manager Signature Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4 OF THE TORFP.

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P7200004 for Information Technology Security Services (ITSS) and Technical Support for the Department of Budget & Management (DBM). 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 Susan Woomer Department of Budget & Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS:_____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Department of Budget & Management (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 Information Technology Security Services (ITSS) and Technical Support for the Department of Budget & Management (DBM) TORFP #F10P7200004 dated June 30, 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 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:	**TO DBM:**
Name:_____	Name: _____
Title:_____	Title:_____
Date: _____	Date: _____

EXHIBIT A

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – 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 Ebannat@dbm.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:	Information Technology Security Services (ITSS) and Technical Support for the Department of Budget & Management (DBM)
TORFP Project Number:	F10P7200004

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.
( ) We cannot be competitive. (Explain in REMARKS section.)
( ) Time allotted for completion of a Task Order Proposal is insufficient.
( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
( ) 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:
_____

_____

Master Contractor
Name:_____Date:_____

Contact Person:_____ Phone ___- ___ - ____Email_____