



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

**ENHANCEMENTS TO STATE OF MARYLAND  
SYSTEM DEVELOPMENT LIFE CYCLE  
CATS TORFP PROJECT F10P8201018**

**SMALL BUSINESS RESERVE ONLY**

**DEPARTMENT OF BUDGET AND MANAGEMENT**

**ISSUE DATE: MAY 6, 2008**

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## KEY INFORMATION SUMMARY SHEET

This Small Business Reserve (SBR) 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. Only SBR CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All SBR Master Contractors (hereinafter referred to as Master Contractors) must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Enhancements to State of Maryland System Development Life Cycle
<b>Functional Area:</b>	FA 10
<b>TORFP Issue Date:</b>	May 6, 2008
<b>Closing Date and Time:</b>	May 28, 2008 at 2:00/PM
<b>TORFP Issuing Agency:</b>	Department of Budget and Management (DBM) Office of Information Technology (OIT)
<b>Send Questions and Proposals to:</b>	Susan Howells showells@dbm.state.md.us
<b>TO Procurement Officer:</b>	Susan Howells Office Phone Number: 410-260-7191 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Michael Eismeier meismeier@dbm.state.md.us Office Phone Number: 410-260-6347 Office FAX Number: 410-974-5615
<b>TO Project Number:</b>	F10P8201018
<b>TO Type:</b>	Fixed price/ time and materials
<b>Period of Performance:</b>	12 Months
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Department of Budget and Management 45 Calvert St. Annapolis, MD 21401
<b>TO Pre-proposal Conference:</b>	Department of Budget and Management, 45 Calvert St., Annapolis, MD 21401 RM 164 May 16, 2008 at 10:00 AM See Attachment 6 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.

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, an SBR 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 OIT'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 # F10P8201018. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # F10P8201018 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # F10P8201018 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify the Master Contractor of the time and place of oral presentations.

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

### **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 45 Calvert St., 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.

### **1.7 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed 1x the not to exceed amount stated in section 1.4 of the TO Agreement.

## 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), Strategic Planning Division (SP) is issuing this CATS TORFP to obtain consulting services to enhance the State System Development Life Cycle (SDLC). The SDLC in its current form is a waterfall model. The purpose of this project is to enhance the State's model to include a broader variety of approaches and phases to accommodate a more diverse set of IT development project types.

#### 2.1.2 REQUESTING AGENCY BACKGROUND

SP is responsible for developing, implementing and maintaining a statewide oversight program for information technology (IT) procurement, project management, contract management, policies and planning. The Division supports OIT customers by establishing and managing statewide IT and telecommunication contracts, overseeing the State's inventory of major IT projects, and establishing and monitoring compliance with statewide policies and strategic plans.

#### 2.1.3 PROJECT BACKGROUND

The State spends hundreds of millions of dollars each year on the acquisition, design, development, implementation, and maintenance of systems vital to mission programs and administrative functions. The need to plan for and develop safe, secure, and reliable system solutions is heightened by an increasing dependence on technology to provide services, develop products, administer programs, and perform management functions. There is also a need to ensure privacy and security when developing information systems, to establish uniform privacy and protection practices, and to develop acceptable implementation strategies for these practices.

The existing State's SDLC methodology (<http://www.dbm.maryland.gov/portal/server.pt?open=514&objID=458&mode=2&cached=true>) is designed to satisfy these needs by establishing procedures and practices governing the initiation, definition, design, development, deployment, operation, maintenance, enhancement, and eventual retirement of automated information systems in the State of Maryland. This SDLC methodology is intended for use on all Major Information Technology Development Projects (MITDPs) which have been defined in legislation as meeting one or more of the following criteria:

- *The estimated total cost of development equals or exceeds \$1 million;*
- *The project is undertaken to support a critical business function associated with the public health, education, safety, or financial well-being of the citizens of Maryland; or*
- *The Secretary of the DBM determines that the project requires the special attention and consideration given to a major information technology development project.*

For systems not designated as MITDPs, agencies are strongly encouraged to tailor and use tools provided by the SDLC to support sound project management practices.

The goals of the current SDLC approach are to:

- Deliver quality systems which meet or exceed customer expectations when promised and within cost estimates.
- Provide a framework for developing quality systems using an identifiable, measurable, and repeatable process.
- Establish a project management structure to ensure that each system development project is effectively managed throughout its life cycle.

- Identify and assign the roles and responsibilities of all involved parties, including functional and technical managers, throughout the system development life cycle.
- Ensure that system development requirements are well defined and subsequently satisfied.

The following objectives are to help meet the aforementioned goals:

- Establishing appropriate levels of management authority to provide timely direction, coordination, control, review, and approval of the system development project.
- Ensuring project management accountability.
- Documenting requirements and maintaining trace ability of those requirements throughout the development and implementation process.
- Ensuring that projects are developed within the current and planned information technology infrastructure.
- Identifying project risks early and mitigating them before they become issues.

## **2.2 ENHANCED SDLC FUNCTIONAL REQUIREMENTS**

At a minimum, the enhanced SDLC shall:

- 2.2.1** Provide IT project managers with a more flexible methodology aligned with Project Management Institute (PMI) principles, to help ensure successful implementation of systems that satisfy agency strategic and business objectives
- 2.2.2** Be flexible to accommodate a range of approaches depending on project types from a full Commercial-off-the-shelf (COTS) implementation to a project that is exclusively custom developed and any hybrid approach.
- 2.2.3** Be fully documented to include but not be limited to:
  - 2.2.3.1 Objectives and issues for consideration within each SDLC phase
  - 2.2.3.2 Associated tasks and activities with metrics for achieving success
  - 2.2.3.3 Stakeholders and their roles and responsibilities with checklists and matrices of responsibility
  - 2.2.3.4 Key deliverables and activities with metrics for achieving completion of each including approval path
  - 2.2.3.5 An overview of each approach and phase to be used for discussion purposes with high level project stakeholders
  - 2.2.3.6 A central acronym and definition list associated with all approaches and phases
  - 2.2.3.7 The updated methodology documentation will be published on the internet and shall be optimized for distribution. This shall include, at a minimum, providing documentation in standard formats (MS Word 2003 and Adobe Acrobat V7 or higher PDF) and keeping document file size as small as possible.
- 2.2.4** Not sacrifice any of the goals and objectives defined in the current SDLC approach
- 2.2.5** Include any appropriate missing processes required to integrate the State SDLC with the Project Management Body of Knowledge (PMBOK). These should include but are not limited to:
  - 2.2.5.1 Cost and Schedule Management Plans incorporated in the Project Management Plan
  - 2.2.5.2 Requiring system acceptance criteria in the system boundary document
  - 2.2.5.3 Project schedule and cost estimation guidelines
  - 2.2.5.4 Requiring a work breakdown structure (WBS) as a project deliverable
- 2.2.6** Accommodate industry standard methodologies so as not to preclude the use of other methodologies meeting the overall objective of effectively managing IT development projects efficiently and effectively.
- 2.2.7** Include instructions for using the appropriate SDLC methodology in procurement documents.

- 2.2.8** Reference and incorporate the State of Maryland Enterprise Architecture (EA) governance processes. Information about the State's EA program can be found at <http://www.dbm.maryland.gov/portal/server.pt?open=514&objID=829&mode=2&cached=true>.

## **2.3 PROJECT APPROACH**

- 2.3.1** The TO Contractor shall assess the current SDLC to identify gaps existing between it and the functional requirements in TORFP Section 2.2 and industry best practices that are not identified therein.
- 2.3.2** The TO Contractor shall present the findings of the assessment as a finalized set of functional requirements.
- 2.3.3** The TO Contractor shall present a conceptual structure for the enhanced SDLC.
- 2.3.4** The TO Contractor shall draft the new SDLC methodology per the agreed upon structure. Included in the methodology shall be detailed instructions and diagrams regarding the use of the SDLC. Process flow should be clearly defined for choosing and using the appropriate steps and templates based on the type of project (e.g. 100% COTS, COTS with some customization, 100% custom developed, etc).
- 2.3.5** The TO Contractor shall create or update required SDLC document templates that support the enhanced SDLC. Templates shall include definitions and instructions for each section of the document to assist agencies and contractors use them in a way that provides maximum value to the project. Required SDLC templates include:
- 2.3.5.1 Project Charter
  - 2.3.5.2 Project Scope Statement
  - 2.3.5.3 Project Management Plan (PMP) including:
    - 2.3.5.3.1 Risk Management Plan
    - 2.3.5.3.2 Staffing Management Plan
    - 2.3.5.3.3 Change Management Plan
    - 2.3.5.3.4 Communications Plan
  - 2.3.5.4 WBS
  - 2.3.5.5 Network Diagram
- 2.3.6** The Contractor shall provide recommendations as to the most efficient taxonomy for making the SDLC available to stakeholders on the web. The SDLC information presented on DBM's web-site (See Section 2.1.3 for link) is sufficient for the current documentation; however, the TO Contractor shall provide any recommendations for modifications of the current presentation to accommodate the enhancements.

## **2.4 CONSULTING SERVICES (OPTIONAL)**

At the option of DBM, the TO Contractor shall provide recommendations for additional templates to be created or enhanced to improve ease of use of the SDLC by all agencies. DBM OIT will provide a more specific set of requirements from which the TO Contractor will develop a proposal to include a level of effort. If acceptable, the State will issue a separate NTP.

## **2.5 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and

requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- 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 7). 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 TORFP Section 2.10 - 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:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

- 2.5.1** TO Contractor provides draft Project Management Plan, Draft Communication Plan, notice of availability (ten State workdays) to conduct the seven on site agency assessments, and minutes of Kickoff Meeting.
- 2.5.2** TO Contractor provides fully developed schedule and project implementation plan detailing methodology for completing this task order
- 2.5.3** TO Contractor provides finalized set of requirements for the enhanced SDLC (See TORFP Section 2.3.1 and 2.3.2)
- 2.5.4** TO Contractor provides a concept document explaining the proposed structure for the enhanced SDLC
- 2.5.5** TO Contractor provides completed enhanced State SDLC (See TORFP Section 2.3.4 and 2.3.6)
- 2.5.6** TO Contractor provides most critical (as established by the TO Manager) updated SDLC templates (See TORFP Section 2.3.5)

2.5.7 TO Contractor provides weekly status reports (See TORFP Section 2.11)

2.5.8 Optional additional consulting services (See TORFP Section 2.4)

## 2.6 DELIVERABLE/ DELIVERY SCHEDULE

Deliverables ID reference the appropriate section of the TORFP, the description of the deliverable and Expected Completion Dates by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving separate Notice to Proceed (NTP) approvals for each Deliverable.

ID	Deliverables	Expected Completion Date:
2.5.1	Project Kickoff Meeting	NTP + 14 Calendar Days
2.5.2	Fully developed schedule and project plan	NTP + *
2.5.3	Fully developed requirements documentation	NTP + *
2.5.4	Conceptual SDLC structure	NTP + *
2.5.5	Completed enhanced SDLC documentation	NTP + *
2.5.6	Select SDLC template documents	NTP + *
2.5.7	Weekly status reports	NTP +7 Calendar Days recurring weekly
2.5.8	Consulting Services (Optional)	As required in separate NTP

Note: The asterisk (\*) denotes the dates submitted in the schedule for each task and deliverable, illustrated by a bar chart. Start and completion dates for each deliverable shall be indicated as required by TORFP Section 3.2.1 item 5. Because deliverable due dates are dependent upon the State's declaration of a NTP, scheduling of deliverables shall be expressed in terms of NTP + ## Calendar Days.

## 2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall keep itself informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under the TO Agreement, as those laws, policies, standards and guidelines may be amended from time to time. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. The following policies, guidelines and methodologies can be found at [www.dbm.maryland.gov](http://www.dbm.maryland.gov). Select "Contractor" and "IT Policies, Standards and Guidelines":

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

## 2.8 TO CONTRACTOR EXPERTISE REQUIRED

The Master Contractor must document a professional level of expertise in applying or evaluating different systems development lifecycle methodologies for various types of development projects including COTS implementations, all custom developed solutions and various hybrids of the two. Experience should be with projects of various magnitudes of scope and budget ranging from sub-million to multi-million dollar projects. The Master Contractor personnel assigned to the project must have experience in technical and policy writing.

In addition, the Master Contractor shall document that it is capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce the high quality deliverables described herein. The Master TO Contractor shall have expertise available in-house or through fostered strategic alliances with other firms for providing such services.

## **2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The following personnel minimum qualification is mandatory:

The Master Contractor personnel assigned to the project shall be well versed in the application of PMI principles (preferably PMP certified) to IT development projects and demonstrate experience in technical writing of IT policies, procedures and standards.

## **2.10 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.5.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

### **2.10.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- The invoice shall identify the DBM OIT 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.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DBM OIT at the following address:

Director, Fiscal Services  
MD DBM - OIT  
45 Calvert St. Rm 441  
Annapolis, MD 21401

- 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.

## **2.11 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A weekly project progress report shall be submitted two (2) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the week.
- Work planned for the next week.
- Deliverable progress, as a percentage of completion.

- Problem areas, including scope creep or deviation from the work plan.
- Mitigation strategies for problems identified.
- Planned activities for the next reporting period.
- Bar 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.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

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

##### **A) Proposed Services – Project Approach**

- 1) The Contractor shall recommend an approach to perform the functions defined in TORFP.
- 2) 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.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 4) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 5) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a bar chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The bar chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.11).
- 6) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4 and 2.5.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 4 – Labor Classification Personnel Resume Summary.
- 5) Provide at least one sample of a comparable document written by the Contractor personnel proposed to work on the project that best illustrates their capabilities. This will be used to assess the technical writing skills in accordance with Section 2.9.

##### **C) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
    - a) Name of organization.
    - b) Name, title, and telephone number of point-of-contact for the reference.
    - c) Type, and duration of contract(s) supporting the reference.
    - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
  - 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) Proposed Facility
- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- F) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based. (Assumptions may not constitute conditions, contingencies, or exceptions to the price proposal.);
- B) Attachment 1 - Completed Financial Proposal, including:

- 1) Fixed-price dollar figures rounded to the nearest whole dollar.
- 2) Applicable labor categories and time and material dollar figures rounded to the nearest whole dollar.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- Experience, capability and references for the Master Contractor
- Project Approach proposed by the Master Contractor
- Quality of writing sample submitted by Master Contractor

### **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 - PRICE PROPOSAL FORM

## PRICE PROPOSAL FOR CATS TORFP # F10P8201018

Identification	Deliverable	Proposed Price
2.5.2	Fully developed schedule and project plan	
2.5.3	Fully developed requirements documentation	
2.5.4	Conceptual SDLC structure	
2.5.5	Completed enhanced SDLC documentation	
2.5.6	Select SDLC template documents	
	- Project Charter	
	- Project Scope Statement	
	- Project Management Plan	
	- Risk Management Plan	
	- Staffing Management Plan	
	- Communications Plan	
	- Change Management Plan	
	- WBS	
	- Network Diagram	
<b>Total Proposed Fixed Price</b>		

Identification	Proposed Labor Category	Hourly Labor Rate*
2.5.8 Consulting Services (Optional)		

\*Optional Only – Not included in financial evaluation.

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS TORFP# F10P8201018 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 OIT.

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 OIT, as identified in the CATS TORFP # F10P8201018.
  - b. “CATS TORFP” means the Task Order Request for Proposals # F10P8201018, dated May 6, 2008, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Susan Howells. 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 OIT 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 Michael Eismeier of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 12 months, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to:

Director – Fiscal Services  
MD DBM – OIT  
45 Calvert St. Rm 441  
Annapolis MD 21401

- 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 OIT

\_\_\_\_\_  
By: Susan Howells, TO Procurement Officer

\_\_\_\_\_  
Date

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

### **ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.



## **ATTACHMENT 5 – DIRECTIONS**

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

#### **From Baltimore Area:**

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

#### **From the Eastern Shore or Route 2:**

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

#### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- 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.

## ATTACHMENT 6 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Enhancements to State of Maryland System Development Life Cycle

TO Agreement Number: # F10P8201018

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Michael Eismeier

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.6 OF THE TORFP.

## ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DBM OIT

TORFP Title: Enhancements to State of Maryland System Development Life Cycle

TO Manager: Michael Eismeier (410)-260-6347

**To:**

The following deliverable, as required by TO Agreement # F10P8201018, 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 2.6 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 # F10P8201018 for Enhancements to the State of Maryland System Development Life Cycle. 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 Howells, DBM OIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 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 DBM OIT (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 Enhancements to the State of Maryland System Development Life Cycle TORFP No. F10P8201018 dated May 6, 2008, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (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:**

**DBM OIT:**

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____