



**Consulting and Technical Services (CATS)**

**Task Order Request for Proposals (TORFP)**

**Help Desk Management and Support  
Systems Facility Management and Maintenance**

**CATS TORFP PROJECT NUMBER R00P7206102**

**Maryland State Department of Education**

**Child Care Administration Tracking System (CCATS)**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. **All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not.** The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP NAME:</b>	Help Desk Support
<b>FUNCTIONAL AREA:</b>	Systems Facility Management and Maintenance (SFMM) Functional Area 6
<b>TORFP ISSUE DATE:</b>	FRIDAY, JUNE 8, 2007
<b>Closing Date and Time</b>	<b>FRIDAY, JUNE 29, 2007 BY 2:00 PM</b>
<b>TORFP Issuing Office:</b>	Maryland State Department of Education Office of Information Technology
<b>Questions and Proposals are to be sent to:</b>	Dorothy Bonner, Procurement Officer dbonner@msde.state.md.us
<b>TO Procurement Officer:</b>	Dorothy Bonner 410-767-0628 410-333-2017 (Fax)
<b>TO Manager:</b>	Sidney Drake, Chief Information Officer 410-767-8108 410 -333-0257 (Fax)
<b>Project Number:</b>	R00P7206102
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	1 year with two one year and 6 months renewal options (December 31, 2010)
<b>MBE Goal:</b>	Zero
<b>Primary Place of Performance:</b>	Maryland State Department of Education Nancy S. Grasmick State Education Building 8 <sup>th</sup> Floor, Conference Room 3 200 West Baltimore Street, Baltimore MD 21201
<b>State Furnish Work Site and/or Access to Equipment, Facilities or</b>	Desk space, networked PC with needed software and phone for business use.
<b>Personnel:</b>	
<b>TO Pre-Proposal Conference:</b>	<b>FRIDAY, JUNE 15, 2007 @ 10:30 AM</b>

## NOTICE TO MASTER CONTRACTORS

All Small Business Reserve (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. 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 the TO Procurement Officer. 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: HELP DESK SUPPORT**

**TORFP No.: R00P7206102**

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

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

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

\_\_\_\_\_

Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ email \_\_\_\_\_

**HELP DESK SUPPORT  
CATS TORFP PROJECT R00P7206102  
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND  
Print or Type**

**NAME OF COMPANY:**

**ADDRESS OF COMPANY:**

**E-Mail Address:**

**EXPECTED NUMBER OF ATTENDEES:**

**NAME OF PRIMARY CONTACT FOR  
PURPOSES OF SENDING INFORMATION:**

**If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project please  
fill out the bottom portion of this letter and return to:**

Maryland State Department of Education  
Attention: Dorothy Bonner  
200 West Baltimore Street  
Baltimore, Maryland 21201

**I \_\_\_ will \_\_\_ will not attend the pre-proposal conference**

Too busy at this time                       Not engaged in this type of work  
 Site location too distant                       Project too large/small (please check one)  
 Other (Specify) \_\_\_\_\_

**Signature** \_\_\_\_\_ **Company Name** \_\_\_\_\_

**Date** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

## **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 2.10 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 MSDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # ADPICS PO. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # ADPICS PO Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # ADPICS PO 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 eMARYLANDMARKETPLACE FEE**

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

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 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. Refer to RFP Section 1.9 for additional information.

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 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 Master Contractors to review at a reading room at MSDE. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 9.

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

Pursuant to Section 2 8(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE AND BACKGROUND OF CCATS**

THE CHILD CARE ADMINISTRATION TRACKING SYSTEM (CCATS)

#### **2.1.1 PURPOSE**

The Maryland State Department of Education (MSDE), Office of Information Technology (OIT) is issuing this CATS TORFP to obtain contractual services staff under the Consulting and Technical Services master contract. The information provided is necessary to prepare and submit proposals to meet MSDE's requirements for providing expert Application Help Desk Support and Training to approximately 1000 CCATS end users. The end users are staffed at MSDE and the Department of Human Resources (DHR). Future expansions to the CCATS will include submission of Purchase of Care invoices for payment by day care providers via the World Wide Web. The Maryland State Department of Education is located at 200 West Baltimore Street, Baltimore, MD 21201.

#### **2.1.2 BACKGROUND**

On July 1, 2005, the Office of Child Care (OCC), formerly the Child Care Administration at the Department of Human resource, became part of the Division of Early Childhood Development within the Maryland State Department of Education (MSDE). Its responsibilities include licensing and monitoring child care centers and family child care providers. The Office also issues contracts and grants to child care providers to improve the quality of early care, and it administers the state's Child Care Credentialing System. CCATS was transferred from the Department of Human Resources to the Maryland State Department of Education on January 14, 2007. CCATS is a statewide system that provides services to three business functions within the Office of Child Care, Credentialing, Licensing and the Purchase of Care Program (POC). The end users are staffed statewide. They are located in 13 OCC Regional Offices and approximately 50 Local Departments of Social Services (LDSS) offices. CCATS replaced the Child Care Management Information System.

### **2.2 TECHNICAL REQUIREMENTS**

The TO Contractor proposed staff is required to have experience with Child Care Tracking software. The experience should include the business functions of at least two (2) of the following program functions: credentialing, licensing or purchase of care. The TO Contractor staff's technical experience should include Windows XP, MS Internet Explorer 6.0 or above, MS Outlook 2003 or above, MS Office 2003 or above, Snap IT, MS Access, MS Excel and Voice Mail. The TO Contractor staff should have excellent telephone skills. This list may not be all-inclusive.

### **2.3 WORK DESCRIPTION:**

The TO contractor shall provide a minimum of two persons to perform the work described in Sections 2.3.2 and 2.3.3 of this TORFP, and who are capable of working with the MSDE's OIT staff. The TO Contractor will support MSDE and DHR CCATS end users statewide with Application Help Desk Support. The TO Contractor will support MSDE CCATS end users with Application Help Desk Support from 7:30 A.M to 5 P.M during regular workdays. The TO



Contractor shall also provide Application Help Desk Support for Child Care Providers submitting POC invoices for payment via CCATS. The TO Contractor shall provide remedial training to CCATS support staff as requested.

**2.3.1 The TO Contractor shall be responsible for the following:**

1. Working with the existing MSDE, DHR and Vendor staff working on CCATS;
2. Review and analyze issues/problems directed to the Application Support Help Desk;
3. Provide guidance to end user as necessary;
4. Write description of system problem(s) for MSDE review and approval and for submission to Application Vendor for fixes;
5. Maintain database of all application fixes reported to vendor for correction;
6. Track systems through all stages, Assignment to program, UAT, resubmission for additional fixes, move to production;

The TO Contractor shall be responsible for submitting the following:

1. Monthly reports of the number of contacts with MSDE, DHR and Vendor;
2. Monthly report outlining Fixes submitted to the MAXIMUS Application Support Help Desk;
3. Monthly report outlining the status of Fixes submitted – report shall include date submitted, date moved to UAT, date tested in UAT, date passed, failed, or re-submitted to MAXIMUS, date approved to move to production.

Personnel provided by the TO Contractor shall have a background of at least three years experience in the Child Care Administration business functions: POC, Licensing and Credentialing. Personnel must be able to document work, have excellent communication skills and training skills.

The TO Contractor personnel will report to the MSDE office at 200 W. Baltimore Street, Baltimore, Maryland. The TO Contractor personnel will provide Help Desk Application support coverage from 7:30 A.M. to 5 P.M. Monday to Friday. The TO Contractor personnel can work flex hours or standard workweek. Flex hours mean arrive anywhere between 7:30 AM to 8:30 AM and leave either 8.5 or 9 hours later depending on lunch schedules (.5 hour or one hour lunch). Hours must be approved by TO Manager. The workweek consists of forty hours. Any work performed outside of the forty hour workweek must be approved by the TO Manager. The TO Contractor personnel shall report to the TO Manger or designee and will interact professionally with all levels of management and the MSDE, OIT work force. Contractor shall submit Monthly Time Sheets for each employee.

**2.3.2 Contractor shall assist with the deployment of new software builds (new versions) in UAT and production as follows:**

1. Track changes associated with new build;
2. Document defects identified in the CCATS application;

3. Notify OIT and OCC of application defects identified and submitted to vendor for correction.
4. Notify OCC Program of Changes that require testing in UAT and Production;

**2.3.3 Contractor shall conduct training for Regional and LDSS Users as requested:**

1. Contractor shall develop a training plan to train MSDE and DHR end-user. Plan shall be submitted to MSDE 60 days from contract start date.
2. Contractor shall develop training materials for each component of the CCATS application. Material shall be ready for review and approval by MSDE 30 days prior to the first training date identified in the training plan.
3. Contractor shall update training materials 30 days after an application change.

**2.3.4 Contractor shall Inventory Paperwork as follows:**

- Collect and maintain statistics on types of calls, location of calls and caller category (Licensing specialist, POC invoicing, etc.)

**2.3.5 Contractor shall follow-up with Users as follows:**

- Follow-up with Users on help desk calls to make sure users are satisfied.

**2.3.6 Contractor shall provide Documentation as follows:**

- Provide copies of training materials, User (help desk) calls and defects (fixes) identified and submitted for corrections.
- Provide monthly status reports to Project Manager and Supervisor via e-mail.

**2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

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

methodology for all TO activities,

## **2.5 CONTRACTOR STAFF EXPERTISE REQUIRED**

The TO Contractor must demonstrate that proposed staff has a level of expertise in all areas under Sections 2.2 and 2.3 of this TORFP.

Personnel provided by the TO Contractor shall have a strong background in the use of personal computers and software and demonstrate good communication/training skills. Knowledge base shall include the following:

1. Three years experience with Child Care Tracking software.
2. An IBM compatible computer, DVD/CD burners, printers, scanners, modems and zip/flash drives.
3. Standard Software: Contractor shall be proficient in Microsoft Operating Systems, Microsoft 2000 Professional Suite or above, MS Exchange/Outlook and Other software as stated in 2.2.
4. Help Desk: Contractor shall be proficient in the use of help desk software (opening, updating, tracking calls and closing service calls).

## **2.6 CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The TO Contractor shall have at least two years experience with Child Care Tracking Software.

## **2.7 INVOICING**

Invoices shall be submitted 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 Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment for time and material, 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 Acceptance of Deliverable Form shall accompany all invoices submitted for payment.

### **2.7.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland State Department of Education 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 submitted for payment to the Maryland State Department of Education at the following address:

Maryland State Department of Education  
200 W. Baltimore Street  
Baltimore, MD 21201  
Attention: Accounts Payable

- C) The last invoice for the final payment under the TO Agreement 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.

## **2.8 ACTIVITY/STATUS REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct monthly status meetings as required by the To Manager. A monthly work activity report shall be submitted with the invoice to the TO Manager and shall contain, at a minimum, the following information:

1. TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Activity Report” to be included in the e-mail subject line.
2. Work accomplished during the invoice period.
3. Problem areas or deviation from the TO Agreement.
4. Planned activities for the next reporting period.
5. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.9 CHANGE ORDERS**

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

## SECTION 3 – TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### 3.2 FORMAT

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

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

##### A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Sections 2.3 and 2.3
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and responses to these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable. Start and completion dates for each deliverable shall be indicated on activity reports (Section 2.9) will be the basis for monitoring the TO Agreement.
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria acknowledgement: 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.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

C) 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 examples of contractual agreements that you have completed that were similar to the one defined in this TORFP. Each example must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type, 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) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1:

## **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.

1. The evaluated qualifications of the proposed personnel.
2. The overall understanding of the work required.
3. Quality of past performance on engagements provided as reference accounts in the Offeror's Technical Proposal to the TO, or other engagements not provided in the Technical Proposal but known to the State.

### **4.3 SELECTION PROCEDURES**

4.3.1 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.

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

4.3.3 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.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the

TO Procurement Officer. See Attachment 6 for a sample of a Notice to Proceed.

**ATTACHMENT 1: PRICE PROPOSAL**

**PRICE PROPOSAL FOR CATS TORFP R00P7206102 LABOR CATEGORIES**

**YEAR 1**

	<b>A</b>	<b>B</b>	<b>C</b>
Labor Categories for each proposed resource	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
	\$	2080	\$
	\$	2080	\$
	\$	2080	\$
<b>TOTAL EVALUATED PRICE</b>			\$

\_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Individual Name Company 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 THIS WITH THE FINANCIAL RESPONSE



**ATTACHMENT 1: PRICE PROPOSAL**  
**PRICE PROPOSAL FOR CATS TORFP R00P7206102 LABOR CATEGORIES**

**OPTION YEAR 1**

	<b>A</b>	<b>B</b>	<b>C</b>
Labor Categories for each proposed resource	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
	\$	2080	\$
	\$	2080	\$
	\$	2080	\$
<b>TOTAL EVALUATED PRICE</b>			\$

\_\_\_\_\_  
 Authorized Individual Name Company 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 THIS WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1: PRICE PROPOSAL  
PRICE PROPOSAL FOR CATS TORFP R00P7206102 LABOR CATEGORIES**

**OPTION YEAR 2 (1 Year and 6 Months)**

	<b>A</b>	<b>B</b>	<b>C</b>
Labor Categories for each proposed resource	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
	\$	3120	\$
	\$	3120	\$
	\$	3120	\$
<b>TOTAL EVALUATED PRICE</b>			\$

\_\_\_\_\_  
Authorized Individual Name Company 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 THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2  
Task Order Agreement  
CATS TORFP # R00P7206102  
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO
- b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
- c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
- d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and MASTER CONTRACTOR.
- f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal Financial.

## 2. Scope of Work

2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 insert time for performance, 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.



ATTACHMENT 3  
Conflict Of Interest Affidavit And Disclosure

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

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

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

(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 4  
Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

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

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

**ATTACHMENT 4  
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

(CONTINUED)

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
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



## ATTACHMENT 5 NOTICE TO PROCEED

Re: CATS Task Order Agreement # R00P7206102

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of \_\_\_\_ Day \_\_\_\_ Month \_\_\_\_ Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # 410-767-0861 and email address sdrake@msde.state.md.us.

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

**TO Procurement Officer**

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM Project  
Management Office, Office of Information Technology, DBM

**ATTACHMENT 6  
ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: TO

Requesting Agency

Project Name: TORFP

Project Name

TO Manager: TO Manager and Phone Number

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

The following deliverable, as required by TO Agreement # ADPICS PO, 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 2.3 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 # ADPICS PO for TORFP Project Name. 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 it's 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 Gisela Blades (TO Procurement Officer) Department of Budget and 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.

NAME:

TITLE:

ADDRESS:

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**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 it’s TO Requesting Agency (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 TORFP Project Name TORFP No. ADPICS PO dated release date for TORFP, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on

- termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
  8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
  9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
  10. The parties further agree that:
    - a. This Agreement shall be governed by the laws of the State of Maryland;
    - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
    - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
    - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
    - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
    - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**TO Requesting Agency:**

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

**EXHIBIT A**

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

<b>Printed Name and Address of Employee or Agent</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT 9 MSDE PRIVACY PROTECTION POLICY**  
**STATE OF MARYLAND**  
**MARYLAND STATE DEPARTMENT OF EDUCATION**  
**PRIVACY PROTECTION POLICY**

In consideration of receiving personal information contained in MSDE records, I HEREBY CERTIFY on behalf of

\_\_\_\_\_

as its authorized agent this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_.  
that:

1. understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act).
2. The College Savings Plans of Maryland, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law § 8-606 (Falsification of Public Records) and § 7-302 (Unauthorized Access); Md. Code. Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from MSDE records.
4. By signing this agreement, warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, on behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from MSDE records only to those persons and for those purposes which are permitted under both laws.
5. \_\_\_\_\_ agrees to keep a record for five (5) years of persons to whom information is re-disclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the MSDE upon request.

6. \_\_\_\_\_ shall be liable for, and shall indemnify and hold the MSDE harmless for, any misuse or misappropriation of any personal information in a record obtained from MSDE in connection with this agreement.
7. shall further indemnify the MSDE for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by \_\_\_\_\_ with respect to laws restricting access to and disclosure of account holder records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Maryland State Department of Education

Witness:

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

Purchaser

Witness:

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

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

Approved as to form and legal sufficiency:

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

Assistant Attorney General