



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

**SMALL BUSINESS WEBSITE
CATS TORFP PROJECT T00P7200411**

THIS TORFP HAS BEEN DESIGNATED AS A SMALL BUSINESS RESERVE PROCUREMENT

**DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT
MARYLAND OFFICE OF TOURISM DEVELOPMENT**

ISSUE DATE: JANUARY 12, 2007

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Small Business Website
Functional Area:	FA2 Web and Internet Systems
TORFP Issue Date:	January 12, 2007
Closing Date and Time:	Monday, February 27, 2006 at 2:00 PM
TORFP Issuing Agency:	Department of Business and Economic Development
Send Questions and Proposals to:	Debi Chronister
TO Procurement Officer:	Debi Chronister dchronister@choosemaryland.org Office Phone Number: 410-767-2211 Office FAX Number: 410-767-2216
TO Manager:	Liz Fitzsimmons lfitzsimmons@choosemaryland.org Office Phone Number: 410-767-6331 Office FAX Number: 410-333-6643
TO Project Number:	T00P7200411
TO Type:	Fixed Price
Period of Performance:	60 Days
MBE Goal:	There is no MBE subcontract requirement for this project
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	DBED 217 E. Redwood St. Baltimore, MD 21202
TO Pre-proposal Conference:	Department of Business and Economic Development 217 East Redwood Street, Baltimore, MD 21202 02/01/2007 @ 10:00 AM (eastern standard time) 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. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Department of Business and Economic Development 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 #T00P7200411. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #T00P7200411 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #T00P7200411 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 eMARYLANDMARKETPLACE FEE

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

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 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 217 E. Redwood St. Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.7 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 the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Business and Economic Development (DBED) is issuing this CATS TORFP to obtain a broad range of technical services in support of the development of Internet Web pages. The project services will consist of individual project assignments. The goals of this Task Order are to ensure that the DBED's has the appropriate resources, skills and expertise to manage and enhance DBED's web pages for the small Business Marketing Plan. This plan is designed to bring all resources available from local, state and federal government under one banner to make it easier for small business customers to obtain much needed information that is crucial to their success.

This Task Order is segmented into three (3) work types and DBED intends to award this task order to one Master Contractor that proposes a team of individual resources that can satisfy the various work types. This team of resources may be required to work at both their home Contractor office location as well as DBED Headquarters depending on the project assignments. Therefore only vendors submitting a proposal with a team of resources that can satisfy all three (3) work types will be accepted for evaluation.

This task order shall allow DBED to have the ability to self-administer the web site so that it could add resources, contacts and other pertinent information as DBED identifies the need. The resources should be available through DBED's current contact management system, and Information Technology Professionals. The request and approval process for these additional future resources would follow the CATS Task Order Change Order Process.

2.1.2 REQUESTING AGENCY BACKGROUND

The department's mission is simple: to attract new businesses, stimulate private investment and create jobs, encourage the expansion and retention of existing companies and provide businesses in Maryland with workforce training and financial assistance. The department promotes the state's many economic advantages and markets local products and services at home and abroad to spur development, international trade and tourism. Because they are a major economic generator for the state, the department also supports the arts, film production, sports and other special events.

The department continues to build on the state's prosperity by promoting its positive business climate and outstanding quality of life. Through technology, DBED will be able to reach out to remote, yet growing areas, of the state through a web-based Small Business Information resources, which will ensure that all areas of the state are equal in its prosperity and will continue to promote Maryland as a leader in the New Economy.

2.1.3 PROJECT BACKGROUND

Maryland values the significant contributions that the state's approximately 443,000 small businesses make to our economy. Of that number, some 128,000 are women-owned, and nearly 115,000 are minority-owned. This important sector of our economy employs 47 percent of all Maryland workers.

Since small, minority-, and women-owned businesses are vital to Maryland's economic health, the

state offers a number of programs aimed at helping them launch, finance, and manage their business dream.

Maryland has many resources for the small businesses but no consolidated location for the business owner to look for that information. This TO will provide one centralized website that all state agency's can participate and provide information for the small business owner, thus helping our customers.

2.2 TECHNICAL REQUIREMENTS

Work Type 1: To develop all the pages necessary to create a Small Business Resources web site. Some of these pages will be textual in nature, with links to either DBED-based resources or external resources.

The TO Contractor shall:

- a) Develop Web pages based on the DBED's current standards which include using Rhythmyx CMS some other Content Management system proposed by To Contractor
- b) Conduct Review Sessions
- c) Develop Web pages appropriate to requirements
- d) Review Web pages with customer and document code. These sessions will enable the contractor and the customer to sit down and do quality assurance, and ensure grammatical and spelling accuracy.

TO Contractor shall attend/participate in a minimum of one (1) review session for each Web page project consisting of the DBED Web Master. Minutes from the review session(s), as a vehicle to verify, document, maintain and feed back the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.

The TO Contractor shall develop the Web pages according to the DBED approved direction resulting from these review sessions and review the completed product with the customer prior to moving them to the production environment.

Once the Web pages are finished, the TO Contractor shall finalize any code documentation and submit to the DBED Web Master.

Work Type 2: Authentication using Active Directory

The TO Contractor shall:

- a) Research, document, recommend and implement authentication procedures for Rhythmyx Content Management System or some other Content Management system proposed by To Contractor, IIS and current Operating System.
- b) Research and Document programming and configuration related issues
- c) Prepare Programming and Configuration Standard Documentation
- d) Prepare Design Document for the Implementation of configurations based on selected standard for Active Directory Authentication with DBED's current environment.
- e) Implement configurations based on selected standard for Microsoft Active Directory Authentication with DBED's current environment.

The TO Contractor shall perform detailed analysis and research additional informational resources and document any programming and configuration related issues that may be associated with Active Directory Authentication with DBED's environment.

Once agreed upon by the TO Manager, the TO Contractor shall prepare Programming and Configuration Standards that will be used for authentication.

The TO Contractor shall prepare a Design Document detailing how configurations based on selected standard for Active Directory Authentication with DBED's current environment will be implemented on DBED projects and Web Site.

Work Type 3: Create Methodology for external access and implement

The TO Contractor shall:

- a) Create methodology for external access of other state agencies to Small Business site based on DBED's current standards.
- b) Conduct Review Sessions for the methodology. TO Contractor shall attend/participate in a minimum of one (1) review session for each project step. Minutes from the review session(s), as a vehicle to verify, document, maintain and feed back the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
- c) Test methodology internally and externally, receive written approval that all methodologies are acceptable and work.
- d) Implement methodology on Small Business Web site. Once the methodologies are finished, the TO Contractor shall finalize any code documentation and submit to the DBED Contract Manager.

Conduct Application Review Sessions

Develop Web application appropriate to requirements

Review Web application with customer and document code

- e) Once all implementations are complete, train DBED staff to the extent that they can train external customers.
- f) The TO Contractor shall develop the methodologies according to the DBED approved direction resulting from these review sessions and review the completed product with the customer prior to moving them to the production environment.

2.2.1 PROJECT APPROACH

The TO Contractor shall be responsible for the following:

- (a) The TO Contractor's personnel assigned to the DBED location will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays.
 - Normal Business Hours are defined as 8:00AM to 5:30 PM EST. Monday through Friday.
- (b) The TO Contractor's personnel working at the TO Contractor's location will be available during normal DBED work hours for coordination of activities.
- (c) The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
- (d) Weekly Status Report

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager a status report that summarizes the following:

- a) Meetings held: Date, purpose, attendees
- b) Documents developed: Meeting minutes and other project-related artifacts – indicate draft or final version.
- c) Work accomplished during the week, including resources assigned and hours expended.

- d) Planned work efforts for the next reporting period including resources assigned and hours proposed.
- e) Issues identified, proposed solution, and evaluation of importance to mission

2.2.2 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 2000, 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 must contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

As the TO Contractor will be selected, among other considerations, for its knowledge set, it is expected that the TO Contractor will provide to the TO Manager recommendations and possible other scenarios to met this objective of the Small Business Web site.

In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities.

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 8). 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 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) 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.

2.2.2.1 Using DBED's server residing at 217 East Redwood St., Baltimore, Maryland, the TO Contractor shall create a new website for The Small Business Marketing Group. The following is required:

- a. The entire site is to be query driven. All guides shall be capable of responding to queries from a search engine.
- b. The Small Business Guide and The Entrepreneurs Guide are to be available in downloadable, pdf and flip page formats. DBED wants to have the ability to create guides in the flip page format
- c. The ability to add links to external and internal websites
- d. FAQ's from all agencies state wide are to be available.
- e. The ability to have other state agencies log onto the site using Rhythmyx system or some other Content Management system proposed by To Contractor to update FAQ's and various pages is required.
- f. Entire site is to be database driven within Rhythmyx. or some other Content Management System proposed by TO Contractor

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

All deliverables are subject to a Notice to Proceed (NTP) and then set forth expected completion based on a certain number of calendar days. All deliverables are subject to a formal approval upon delivery. This approval must be done in written form and signed by both the contractor and DBED.

ID	Deliverables for 2.2.3	Expected Completion:
1	Work Type 1: Internet Web Page Development	
1a	Submit a project plan with Gantt charts.	NTP + 7 Calendar Days
1 b	Prototype of Web-site with sign off and approval	NTP + 35 Calendar Days
1c	Changes and corrections to prototype, final approval and signoff	NTP + 15 Calendar Days
2	Work Type 2: Authentication using Active Directory	NTP + 30 Calendar Days
3	Work Type 3: Create Methodology for external access and implement	
3a	Methodology sign off and approval	NTP + 50 Calendar Days
3b	Implementation of approved methodology	NTP + 55 Calendar Days
3c	Training of internal and external users	NTP + 58 Calendar Days

2.2.4 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 - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at 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.

The following documentation must be provided:

System Design Document

Data Flow Diagram for sub-site data.

Submit a project plan with Gantt charts.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor proposed staff must demonstrate expertise in web development. TO Contractor, or subcontractor, the party responsible for performing the programming on the task, must be a Gold or Silver level Rhythmyx Integration Partner or the comparable level of expertise for some other Content Management system proposed by TO Contractor

2.4 CONTRACTOR QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- a) The invoice shall identify the Department of Business & Economic Development as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- b) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Department of Business & Economic Development at the following address:

- 1) The Contractor shall send the original of each invoice submitted for payment to the following address:

- a. Maryland Department of Business & Economic Development
217 E. Redwood Street, 15th Floor
Baltimore, MD 21202
Attention: Accounts Payable

- 2) The Contractor shall also send a copy of each invoice submitted to the following address:

- a. Liz Fitzsimmons
Maryland Department of Business & Economic Development
Redwood Street, 9th Floor
Baltimore, MD 21202

- c) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A weekly project progress report shall be submitted by COB each Friday and at least three (3) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- a) 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.
 - b) Work accomplished during the reporting period.
 - c) Deliverable progress, as a percentage of completion.
 - d) Problem areas, including scope creep or deviation from the work plan.
 - e) Planned activities for the next reporting period.
 - f) Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
 - g) 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.

Additionally, the TO Contractor shall provide written notification to the TO Manager, with a copy to the TO Procurement Officer, when the Contractor reaches 75% of the ceiling price or the fixed price amount for each component Task Order.■

2.7 CHANGE ORDERS

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

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit two responses: 1) a proposal and 2) a completed Master Contractors Response Form, submitted electronically off the CATS web site

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2 Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 2) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 3) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 4) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 5) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 6) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 7) 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.
- 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 5 – 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 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 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;
- B) Attachment 1 - Completed Financial Proposal, including:
 - 1) Price Breakdown Structure (shall be based on the Work Breakdown Structure) for time and materials type task orders. A detailed price breakdown structure(s), for labor hours by skill category and materials that will be applied and/or acquired to meet each milestone and deliverable, and to accomplish all specified work requirements. A cumulative sum for each category (e.g., labor hours and material) of prices and the total contract costs shall be indicated.

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.

- (a) The technical soundness and demonstrated feasibility of the Offeror's proposal.
- (b) Proposed staff's breadth and depth of experience in building Websites including sub-sites, and their experience in integrating websites with Microsoft's Active Directory Integration commonly referred to as Active Directory
- (c) Proposed staff's breadth and depth of experience in integrating websites with the Rhythmyx Content Management System developed by Percussion.
- (d) Proposed staff's demonstrated ability to meet the scope of work and requirements for service as outlined in Section 2 of the TORFP, and as detailed in response to Section 3 of the TORFP.
- (e) Proposed staff's past Work Performance, Experiences/References and stability.
- (f) The skills and qualifications of the Master Contractor's staff members who will be assigned to this project and their ability to meet each milestone and deliverable and to accomplish all specified work requirements.
- (g) The Offeror's explanation of the inherent risks in moving forward, and the Offeror's plan to mitigate those risks.
- (h) The work breakdown structure, with labor hours listed by skill level, to accomplish all deliverables, milestones, and work requirements and the staffing schedule to complete the upgrade.

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. (see Attachment 7 – Notice to Proceed (sample)).

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (Fixed Price) FOR CATS TORFP # T00P7200411

	A	B	C
	ID		Proposed Price
	1	Work Type 1: Internet Web Page Development	
	1a	Submit a project plan with Gantt charts.	
	1 b	Prototype of Web-site with sign off and approval	
	1c	Changes and corrections to prototype, final approval and signoff	
	2	Work Type 2: Authentication using Active Directory	
	3	Work Type 3: Create Methodology for external access and implement	
	3a	Methodology sign off and approval	
	3b	Implementation of approved methodology	
	3c	Training of external and internal users	
Total Price			

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

Note: There is no Attachment 2.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# T00P7200411 Number 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, DBED.

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 DBED, as identified in the CATS TORFP # T00P7200411.
 - b. “CATS TORFP” means the Task Order Request for Proposals # T00P7200411, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Debi Chronister. 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 DBED 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 Nora Keenan of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of sixty (60) days, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Nora Keenan unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

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, Department of Business & Economic Development

By:

Date

Deputy Secretary

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date:_____ By:_____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

DIRECTIONS TO REDWOOD TOWER 217 EAST REDWOOD STREET BALTIMORE MD 21202

FROM WASHINGTON, DC: Take I-95 North to Baltimore. Take the I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

FROM WESTERN MARYLAND: Take I-70 East to I-695 South (Glen Burnie) take I-95, exit 11 (Baltimore). Take the I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage this is Water Street. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

FROM EASTERN SHORE Take Route 50 East to I-97 North, Baltimore. I-97 to I-695 Towson. I-695 to 295 North/Baltimore-Washington Parkway. This will take you to downtown Baltimore and turns into Russell Street. Get in and remain in right lane on Russell Street (now Paca Street) past Oriole Park at Camden Yards. At Pratt Street, turn right. Get into the second lane from left and proceed on Pratt Street until you reach Calvert Street. Make a left onto Calvert and remain in the right hand lane. Immediately make a right turn into parking garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

FROM POINTS NORTH: Take I-95 South, Baltimore. I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

From Northern Baltimore Country: Take I-83 South until the expressway ends turn right onto East Fayette Street, Turn Left onto Guilford Avenue continue past East Baltimore Street Guilford Avenue becomes South Street. Continue past Redwood Street and turn right onto Water street, if you run into Lombard street you have gone to far. Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #T00P7200411

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Nora Keenan of the Department of Business & Economic Development will serve as your contact person on this Task Order. Nora Keenan can be reached at 410-767-6275 and nkeenan@choosemaryland.org.

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

Sincerely,

Debi Chronister, C.P.M.

Task Order Procurement Officer

Enclosures (2)

cc: Liz Fitzsimmons, Office of Tourism, Film and The Arts, DBED

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Small business Website

TO Agreement Number: #T00P7200411

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Liz Fitzsimmons

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 2.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Business & Economic Development

TORFP Title: Small business Website

TO Manager: Nora Keenan, 410-767-6275

To:

The following deliverable, as required by TO Agreement #T00P7200411, 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 2.2 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #T00P7200411 for Small Business Website. 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 Debi Chronister, Department of Business & Economic Development 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 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its Department of Business & Economic Development (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 the Small Business Website TORFP No. T00P7200411 dated release date for TORFP, (the "TORFP" issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

DBED:

Name: _____

Name: Nora Keenan

Title: _____

Title: Information Technology Manager

Date: _____

Date: _____

Submit as required in Section 1.6 of the TORFP

EXHIBIT A – ACCESS TO CONFIDENTIAL INFORMATION

**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
