

DEPARTMENT OF ADMINISTRATION
STATE FINANCIAL SERVICES DIVISION
STATE PROCUREMENT BUREAU

<http://sfdsd.mt.gov/>



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HELENA, MONTANA 59620-0135

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

STATE OF MARYLAND)

) ss.

County of Montgomery)

Thomas A. Sofo (Affiant), being first duly sworn under oath, and representing Client Network Services, Inc. d/b/a CNSI (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of Florida, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the State of Montana (State) for RFP # DPHHS-RFP-2018-0127JT. Public agencies in Montana are required by Montana law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, *et seq.*, and that the State is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of Montana's Uniform Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) matters involving individual safety as determined by the State.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the State, and the following conditions must be met by the Vendor:

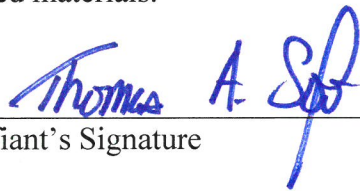
- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the State determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the agency's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents

cannot be returned to the Vendor if the Vendor disagrees with the State's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the State of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the State, or the Vendor will immediately withdraw its opposition to the open records request and permit the State to release the documents for examination. The State will inform the Vendor in writing of any open records request that is made, and the Vendor will have three working days from receipt of the notice to notify the State in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the State to treat the documents as a public record.

Documents that, in the opinion of the State, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.



Affiant's Signature

Signed and sworn to before me on October 30, 2017 by Thomas A. Sofo



Rosemary Nunez

Notary Public for the State of Maryland

My Commission Expires: 9/23/2020



Vendor Attachment

To

Affidavit For Trade Secret Confidentiality

1. As required by Paragraph 4(c) of the affixed Affidavit For Trade Secret Confidentiality, Vendor, Client Network Services, Inc. (CNSI) submits this Attachment as Vendor's explanation of the validity of Vendor's trade secret claim as to the following confidential information submitted as part of Vendor's Proposal in response to "Request for Proposal - Provider Services Module for DPHHS MPATH," RFP # DPHHS-RFP-2018-0127JT.

2. The following items are confidential by virtue of Mont. Code Ann. §18-4-304(4)(b) as they include information that involves "matters involving individual safety as determined by the State".

- a. Contact information for points of contact for references (Section 4.2.1, References)
- b. Details regarding qualifications, work experience, skills, education, and references of proposed key personnel (Section 3.10.5, Key Personnel and Resources)
- c. Details regarding qualifications, work experience, skills, education, and references of proposed key personnel (Section 4.2.3, Resumes)

3. The information described below is confidential under the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, et seq. as information that (a) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. [See MCA §30-14-402(4)]

- a. Proprietary architectural diagrams (Section 3.10.1, Technical and Information Architecture Requirements)
- b. Proprietary security model architecture and security services approach diagrams (Section 3.10.1.2, Security)
- c. Proprietary hosting platform diagrams (Section 3.10.1.3, Hosting and Environments)
- d. Proprietary web services, interface, and service level agreement automation tool diagrams (Section 3.10.1.4, Integration)
- e. Proprietary security architecture diagram (Section 3.10.1.5, Data Management)
- f. Proprietary interface diagram (Section 3.10.1.6, Interfaces)
- g. Diagram of CNSI's proprietary software delivery methodology (Section 3.10.2, Project Management and System Development Requirements)
- h. Information regarding CNSI's proprietary software delivery methodology (Section 3.10.2.2, System Development Methodology)
- i. Information regarding CNSI's proprietary software delivery methodology (Section 3.10.2.3, Requirements Management)
- j. Information regarding CNSI's proprietary software delivery methodology and service level agreement automation tool diagram (Section 3.10.2.4, Design, Configuration, and Build)

- k. Proprietary service level agreement automation tool and dashboard diagrams (Section 3.10.4, Operations, Maintenance, and Configuration)
- l. Proprietary service level agreement automation tool and dashboard diagrams (Section 3.10.8, Performance Standards)
- m. Proprietary architectural diagrams (Section 3.10.13, Option A Provider Services, introductory text)
- n. Proprietary call center solution diagram (Section 3.10.14.4, Option B Provider Services, Provider Call Center)
- o. Financial statements (Section 4.2.4, Offeror Financial Stability)

4. The information described above and submitted under a claim of confidentiality is clearly marked and separated from the rest of the proposal.