

Consulting and Technical Services+ (CATS+)  
Task Order Request for Proposals (TORFP)

**EXTERNAL NETWORK AND APPLICATION SECURITY TESTING**

CATS+ TORFP # G20B540007



Issue Date: September 30, 2015

## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	External Network and Application Security Testing
Solicitation Number (TORFP #):	G20B5400007
Functional Area:	Functional Area 7 – Information System Security
Issue Date:	09/30/2015
Questions Due Date and Time:	10/14/2015 at 12:00 PM Local Time
Closing Date and Time:	10/23/2015 at 2:00 PM Local Time
TO Requesting Agency:	Maryland State Retirement Agency (MSRA)
Send Proposals to:	Attention: Margie J. Gordon, CPPB Procurement Officer mgordon@sra.state.md.us E-mail submission strongly preferred.
Send Questions to (e-mail only)	procurement@sra.state.md.us
TO Procurement Officer:	Margie J. Gordon, CPPB Office Phone Number: 410-625-5656 Office Fax Number: 410-468-1704 e-mail address: mgordon@sra.state.md.us
TO Manager:	David S. Toft, Sr., CISSP Office Phone Number: 410-625-5562 Office Fax Number: 410-468-1704 e-mail address: dtoft@sra.state.md.us
TO Type:	Fixed Price
Period of Performance:	90 days from Notice to Proceed
MBE Goal:	30 % with no sub-goals
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, 14 <sup>th</sup> floor Baltimore, MD 21202

TO Pre-proposal Conference:

Maryland State Retirement Agency  
SunTrust Building  
120 E. Baltimore Street, Room 1631  
Baltimore, MD 21202  
10/09/2015 at 10:00 AM Local Time  
See Attachment 6 for directions.

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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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 Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 3.10 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after TO award.

### **1.3 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - 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 TO Financial Proposal.

### **1.4 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

Oral presentations will be performed by phone or in person for all Offerors meeting minimum qualifications. The Procurement Officer shall, for each round of oral presentations, determine whether phone or in-person presentations will be utilized.

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

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3.

### **1.6 QUESTIONS**

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

### **1.7 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

### **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

### **1.10 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. 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 changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel and other costs shall not be reimbursed.

### **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise

Forms and Section 4 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### **1.12.1 MBE PARTICIPATION REPORTS**

MSRA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and, if applicable, MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

#### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

#### **1.14 NON-DISCLOSURE AGREEMENT**

##### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

##### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

#### **1.15 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

#### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

#### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

#### **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **1.20 DEFINITIONS**

Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Handle	(As relates to data) Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday

	through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).

State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

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## SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

### 2.1 MINIMUM QUALIFICATIONS

#### 2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications unless otherwise indicated.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- A. The TO Contractor shall have at least one team member possessing either a current ISC2 Certified Information Systems Security Professional (CISSP) or a GIAC Security Expert (GSE) certification.
- B. The TO Contractor shall have at a minimum one team member whose resume reflects experience in conducting web application security risk assessments, with at least two (2) security risk assessments performed within the past three (3) years. At least two (2) web application security risk assessments must have assessed custom, .NET framework designed applications. At least two (2) security risk assessments must have involved applications where users authenticate securely through the Internet to transmit and receive sensitive data (i.e., Non-Public Personal Information - NPPI). All the minimum experience in this paragraph B must be met by one individual. If a Master Contractor proposes more than one individual with such credentials, the Agency may deem that technical proposal superior to others that are otherwise equal. Subcontractor credentials may be used to meet all or part of this specific qualifications of this.
- C. The TO Contractor shall have at a minimum one (1) team member whose resume reflects experience in conducting non-intrusive external penetration (PEN) testing as described in the Scope of Work.
- D. TO Contractor shall have successfully completed at least two (2) PEN tests within the last three (3) years.
- E. The Master Contractor must demonstrate in its TO Proposal that it has previously performed PEN testing and security vulnerability assessments on all of:
  - a. Internet-facing systems,
  - b. network perimeter security devices and equipment, as described in this TORFP,
  - c. on hardware devices to include all of (but not limited to) firewalls, routers, Windows-based servers, and comparable network infrastructure devices.

This qualification will be proved through the submission of references, at least two (2), that demonstrate the successful completion of a comparable project within the last three (3) years.

### 2.1.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

Master Contractors may only propose **up to four (4) Key Personnel** in response to this TORFP. Resumes of Key Personnel who will be assigned to perform the assessments shall indicate past experience in performing network penetration testing. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

### 2.2 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

The Agency prefers that the proposed personnel to be assigned to the TO Agreement shall be employees of the Master Contractor or proposed subcontractors, with the limited exception for individuals that have had direct and substantial previous work experience with the Master Contractor or a proposed subcontractor.

## SECTION 3 - SCOPE OF WORK

### 3.1 PURPOSE

MSRA is issuing this CATS+ TORFP to obtain a Master Contractor to analyze and test the resiliency of the Agency's external Internet-facing information systems and two Web-enabled applications against external threats and attack in accordance with the scope of work described in this Section 3. In addition, the Master Contractor selected for contract award shall provide the Agency with a written report presenting the details, analysis, and findings that support each conclusion and recommended action and shall provide a briefing(s) of findings and recommendations to select Agency personnel. Both the written and oral reports, and the contents thereof, shall remain confidential and shall not be disclosed to any third party without the express written consent of the TO Manager.

Specifically, the Agency is soliciting proposals to:

1. Conduct a PEN test on two (2) Internet-facing computing environments: (A) the Demilitarized Zone (DMZ) hosting production Internet applications and services, and (B) the remote disaster recovery location in Annapolis, MD that hosts the backup Agency public website; and,
2. Conduct a thorough security assessment of two Internet-facing applications (Employer Payroll Reporting and the Secure Document Reprint feature) developed by the Agency. The applications are designed, respectively, to allow business partners to upload data files to a secured web server for backend data processing and to allow participants to reprint 1099R and Personal Statement of Benefits (PSB) documents.

MSRA is seeking one (1) TO Contractor to perform all services and produce all deliverables requested in this TORFP, and expects the proposed Key Personnel to be available as of the start date specified in the Notice To Proceed (NTP). For the dual purposes of project efficiency and limitation of risk exposure, the TO Contractor shall propose the minimum number of persons necessary to satisfactorily perform the services requested in this TORFP including all requirements set forth in the Scope of Work.

MSRA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

### 3.2 REQUESTING AGENCY BACKGROUND

The Agency, on behalf of the Maryland State Retirement and Pension System (MSRPS), is the administrator of a multi-employer public employee retirement system. This system provides retirement allowances and other benefits to State employees, teachers, judges, legislators, state police, law enforcement officers, correctional officers and employees of Participating Governmental Units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State.

The Agency has a two-fold mission: (1) to administer benefits of the MSRPS's participants and (2) to ensure that sufficient assets are available to fund the benefits when due. This entails:

- Effectively communicating with all retirement plan participants to inform and educate them about planning and preparing for all aspects of their future retirement;
- Accurately and timely paying of retirement allowances to the MSRPS's retirees and their beneficiaries, and refunds to those who withdraw from the MSRPS;
- Prudently investing MSRPS assets in a well-diversified manner to optimize long-term returns while controlling risk; and,
- Efficiently collecting the required employer and member contributions necessary to fund the MSRPS.

The Agency has approximately 210 employees based at the offices in Baltimore, Maryland with a small remote office in Annapolis, Maryland. The value of the assets of the MSRPS is approximately \$45.4 billion as of June 30, 2014, making it one of the larger public retirement funds in the country.

### **3.3 PROJECT BACKGROUND**

The Agency's strategic information systems planning effort includes making incremental quality improvements and enhancements in its web-based services. A component of this modernization effort will allow MSRPS's participants to access their retirement account information remotely through the Internet. This TORFP has been issued to assist the Agency in meeting the aforementioned planning effort, through the accomplishment of the following objectives:

- A. Completion of a PEN test to identify vulnerabilities existing in network devices, information systems, services or web applications that could be exploited by external parties. The results of this test are necessary to determine if the Internet-facing networked environments hosting these enhanced web-based services are a source of unacceptable risk to the security of Agency networked information resources; and,
- B. Completion of a thorough application security assessment on two web applications. The results of the assessment are necessary to determine the overall security of the applications, custom developed by the Agency; specifically, two (2) custom-built web applications in the DMZ, the Employer Payroll Reporting application and the Secure Document Reprint feature.

Results and recommendations provided by the TO Contractor, pursuant to the completion of the PEN test and the application security assessment, will strengthen the Agency's ability to maintain data confidentiality, integrity, and availability against external attack or compromise. This information is crucial to the Agency's ongoing strategic information systems planning efforts. To summarize, the Agency is seeking to discover and define the risk to the Agency's information resources associated with its public network environments and its ability to design secure Internet-facing applications, thereby, enabling the Agency to take further steps to mitigate data security risk.

### **3.4 PROFESSIONAL DEVELOPMENT**

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

### 3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. Open Web Application Security Project (OWASP) – Code Review Project v1.1  
[https://www.owasp.org/index.php/Category:OWASP\\_Code\\_Review\\_Project](https://www.owasp.org/index.php/Category:OWASP_Code_Review_Project)
- G. Improving Web Application Security (Threats and Countermeasures) – Microsoft Corporation  
<http://msdn.microsoft.com/en-us/library/ff649874.aspx>  
Paper presenting the guidelines and foundational principles of designing secure web applications developed on the .NET framework
- H. Building Secure ASP.NET Applications: Authentication, Authorization, and Secure Communication  
<http://msdn.microsoft.com/en-us/library/ff649100.aspx>  
Microsoft guideline on designing and building secure ASP.NET web applications on the .NET framework
- I. Open Web Application Security Project (OWASP) A Guide to Building Secure Web Applications and Web Services (v. 2.0.1)  
<http://sourceforge.net/projects/owasp/files/Guide/2.0.1/OWASPGuide2.0.1.pdf/download>  
Guidelines on how to secure web applications and web services
- J. Technical Guide to Information Security Testing and Assessment NIST SP800-15.  
<http://csrc.nist.gov/publications/nistpubs/800-115/SP800-115.pdf>  
Guideline on the proper processes and technical procedures involved in conducting an information security assessment.

### 3.6 REQUIREMENTS

Pursuant to this TORFP and in the event a TO Agreement is reached, the parties agree to the following:

- A. The Agency will provide the TO Contractor with all requisite Internet addresses, telephone dial-in numbers, access privileges, contact information, and any additional information necessary for testing to proceed as described in this TORFP.
- B. The TO Contractor shall perform all services and produce all deliverables described in this TORFP.

The parties to any TO Agreement issued pursuant to this TORFP are required to carefully safeguard any and all confidential information produced, provided and/or exchanged, which includes all communications – in any form. In order to successfully accomplish this requirement, any and all written communications produced by the TO Contractor as a result of the TO Agreement shall be deemed confidential and shall be so labeled on every page of every document.

Unless specifically authorized in writing by the TO Procurement Officer and the TO Manager, the TO Contractor shall not reference, discuss, or disclose information related to this TORFP with a limited exception for information that has been directly and intentionally released to the general public by the Agency (e.g., this TORFP or published Notice of Award). In addition, the TO Contractor shall not reference or disclose work performed or conducted pursuant to this TORFP in any communication that is not specifically and directly related to the services and deliverables required by this TORFP, which shall preclude the disclosure of any such information or materials to other State agencies or departments.

### 3.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.1.1	TO Contractor shall conduct a PEN test to identify vulnerabilities existing in network devices, information systems, services or web applications that could be exploited by external parties. This testing shall include both the Agency's primary data center in Baltimore, and its disaster recovery site in Annapolis.	3.8.4.2 and 3.8.4.3
3.6.1.2	TO Contractor shall conduct a software design/code review and functional analysis of two (2) Agency .NET framework custom developed Internet-facing applications. These applications shall be analyzed and evaluated by the TO Contractor to ascertain the applications' capacity to maintain data confidentiality, integrity, and availability, by testing their ability to withstand external attack or compromise.	3.8.4.4 and 3.8.4.5

### 3.6.2 TECHNICAL REQUIREMENTS

ID #	Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.2.1	TO Contractor shall evaluate the security of MSRA's public network infrastructure devices/systems via PEN testing, including:  A. Microsoft Server (2008/2012) including	3.8.4.2 and 3.8.4.3

	<p>Microsoft terminal services/remote desktop,</p> <p>B. Microsoft SQL Server (2008/2012),</p> <p>C. Microsoft Internet Information Server (IIS),</p> <p>D. Cisco routers (1720) and switches (Catalyst 3550), and</p> <p>E. UNIX-OS based firewalls,</p> <p>External penetration testing by the TO Contractor shall be conducted with the goal of revealing vulnerabilities that could be exploited by an external threat or attack. Identified risks shall be classified (Low, Medium or High) by the TO Contractor. Testing shall include at a minimum:</p> <p>A. Test public (Internet) facing servers and border security devices for vulnerabilities or misconfigurations that could lead to system compromise, denial of service/defacement, or allow penetration to downstream systems or information,</p> <p>B. Discover any open ports/unneeded services exposure,</p> <p>C. Evaluate devices and systems for configuration errors or insecure security settings,</p> <p>D. Review public network security architecture for potential weaknesses or vulnerabilities, and</p> <p>E. Assess resiliency to malware/malicious code intrusion.</p> <p>Penetration testing performed by the TO Contractor shall be of a non-intrusive, passive nature to ensure that no Agency production systems are impacted during this project. No copying, modification, deletion, or writing of data to/from production systems is acceptable without prior knowledge and written approval by the TO Manager. No production system downtime attributed to the PEN test is acceptable.</p>	
3.6.2.2	TO Contractor shall assess the security of the secure web applications listed in Section 3.4 of this TORFP to identify and classify risk (Low, Medium or High) of external attack to the Agency's information systems. Specifically, TO Contractor shall pinpoint the weaknesses in the applications/programs that could be exploited by an	3.8.4.4 and 3.8.4.5

	<p>external threat (see examples in G. below), and explain in detail the potential damage an external attack could cause.</p> <p>The application-level security assessment shall address, at a minimum, the following functional areas:</p> <ul style="list-style-type: none"> <li>A. Programming code integrity – conduct a code review to detect the presence of exploitable code or design flaws that could compromise the application or downstream systems,</li> <li>B. User authentication security integrity,</li> <li>C. Access control mechanisms,</li> <li>D. Data communications - integrity and confidentiality protections,</li> <li>E. Session management - protections against attacks such as man-in-the-middle, session hijacking or session replay attacks,</li> <li>F. Input validation integrity - protect against Cross-site scripting (XSS), SQL injection, or buffer overflow attacks, and</li> </ul> <p>Auditing - presence of adequate auditing/logging of system events to preserve non-repudiation integrity and assess the capabilities present to detect/alert on targeted attacks or malicious activities.</p>	
3.6.2.3	<p>TO Contractor shall isolate and identify security vulnerabilities discovered in network perimeter security devices. This process shall include documenting operating system vulnerabilities and system misconfigurations, Web server and back-end database server vulnerability to targeted attacks (e.g., XSS, SQL injection, defacement, etc.), susceptibility of internal system resources and data to compromise, security control inadequacies, and other identified security risks.</p>	3.8.4.3
3.6.2.4	<p>Project Manager (PM), appointed by TO Contractor, shall provide status updates of project plan activities on a weekly basis to the TO Manager. The PM shall coordinate meeting(s) between TO Contractor’s technical team and Agency personnel to review findings and recommend appropriate corrective actions or countermeasures the Agency should take to mitigate risks identified in both the PEN test and application testing. The PM shall also work with the TO Manager to prioritize risks (High, Medium or Low).</p>	3.8.4.1

**3.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS**

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.3.1	TO Contractor shall prepare and provide documentation of findings, analyses, and recommendations as described in Section 3.8 below	3.8.4.3 and 3.8.4.5
3.6.3.2	TO Contractor shall prepare and provide a presentation of results and recommendations as described in Section 3.8 below	3.8.4.3 and 3.8.4.5

**3.7 PERFORMANCE AND PERSONNEL****3.7.1 WORK HOURS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

**3.7.2 DIRECTED PERSONNEL REPLACEMENT**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.

- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### 3.7.3 SUBSTITUTION OF PERSONNEL

#### 3.7.3.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

#### 3.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individuals shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

### **3.7.4 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MSRA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MSRA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSRA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSRA reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### **3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE**

The TO Contractor will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

## **3.8 DELIVERABLES**

### **3.8.1 DELIVERABLE SUBMISSION**

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable. Each page of every written

deliverable, produced pursuant to any TO Agreement resulting from the TORFP, draft and final, must be marked “Confidential.” In addition, each electronic file produced and delivered to the Agency must be encrypted and password-protected and must comply with the standards set forth in Section 3.5 above.

In its proposal, a Master Contractor shall provide a recommended timeline for completion of each of the deliverables listed below. A Master Contractor shall set forth the timing of the individual deliverables in terms of the number of weeks following contract initiation. Proposed timing must include Agency review of draft deliverables (prior to submission of final deliverables), and shall incorporate one (1) week following delivery of each final deliverable for presentation to the Agency of the contents of such deliverable. Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

Each Master Contractor shall, for purposes of its proposal and creation of its deliverable timeline, assume that the Agency will require a presentation for every deliverable described herein. During the course of the TO Agreement, if an agreement is issued pursuant to this TORFP, the Agency will notify the TO Contractor in writing if a presentation is desired after review of a deliverable. The notice will include details as to the presentation’s content, format, and time and place.

Each Master Contractor’s proposal must indicate whether the testing activities described in the TORFP will be conducted during the same time period or in sequence.

A proposal must, however, build in a two (2) week period (at a minimum) for Agency review between delivery of each set of Findings and Recommendations described below. This two (2) week period is intended to give the Agency sufficient time to conduct a complete review of each of the deliverables (numbered respectively 3.8.4.3 and 3.8.4.5 below).

A summary of the required deliverables is contained in the chart below. The TO Contractor shall be required to perform all services and provide all deliverables stated in the TORFP – no summary contained in the TORFP shall limit the TO Contractor’s obligations or required performance.

### **3.8.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

For a deliverable defined in a fixed price work order, the TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10.

In the event of rejection of a deliverable defined in a fixed price work order, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO

Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

### **3.8.3 MINIMUM DELIVERABLE QUALITY**

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### **3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Each Master Contractor's Integrated Project Schedule (See Deliverable 3.8.4.1 below) shall contain the following:

- A. Rules and boundaries to which assessors must adhere in order to best protect the Agency from security or operational risk inherent in PEN testing , including, but not limited to, an accidental disruption to production-related network and computer operations, or inadvertent disclosure of sensitive information.
- B. Answers to these basic questions:
  - 1. What is the scope of the assessment?
  - 2. Who is authorized to conduct the assessment?
  - 3. What are the assessment's logistics?

4. How should sensitive data be handled?
  5. What should occur in the event of any disruptive incident?
- C. A restatement of which systems and networks are specified by the Agency to be examined and tested.
- D. A description of activities planned for the PEN test and application assessment. The Master Contractor must include in its proposal any additional information or processes that it feels are required to provide the services and deliverables requested by this TORFP.

NIST SP 800-115 (Technical Guide to Information Security Testing and Assessment) provides additional guidance on conducting security assessments and addresses several distinct steps that assessors should consider in developing a plan. Each Master Contractor shall incorporate into its detailed project plan the following steps, which are set forth in the aforementioned technical guide:

1. Present a clearly defined security assessment plan that meets the requirements of this TORFP, conforming to the State of Maryland's Department of Information Technology IT security policies,
2. Choose the appropriate testing methodologies that will be effective in identifying risks and weaknesses, and translate findings into effective solutions, recommendations or action items to mitigate those risks,
3. Determine how to appropriately handle the technical data (collection, storage, transmission, and destruction) captured during the execution of the TO Agreement,
4. Optimize the security assessment plan and utilize technical staff resources efficiently to reduce duplication of effort, produce accurate findings and yield cost-effective, workable mitigation solutions, and
5. Finalize the assessment plan and obtain the Agency approvals needed for its execution.

The Agency acknowledges that it is standard industry practice for a Master Contractor to have defined service offerings set forth in company literature that relates to external network penetration tests and application assessments. The Agency will, therefore, review any such literature that the Master Contractor submits with its TO Technical Proposal. If such literature is included with the TO Technical Proposal, the Master Contractor must make reference to the portion of or details set forth in the literature that will be used to meet the requirements of the TORFP. Specifically, the Master Contractor must indicate what information is pertinent to the Agency's Scope of Work defined in this Section 3, and pre-conditions that underlie the Master Contractor's proposal.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor Personnel, with tasks no less	Initial Delivery: NTP+ 1 week Updates: Weekly or as required by the TO Manager

		than 8 hours and no greater than 80 hours.	
3.8.4.2	External Network Penetration Test Results	Complete written (electronic format preferred) documentation of all information collected from the PEN test (the second list of items A-E, section 3.6.2.1), specifically, the documentation must include any and all data related to vulnerabilities, threats and network architectural deficiencies discovered.	Due date to be included in approved Integrated Project Schedule (see Deliverable 3.8.4.1 above)
3.8.4.3	Analysis, Conclusions, and Recommendations from the External Network Penetration Test	Written (electronic format preferred) analysis of the vulnerabilities/threats, conclusions drawn from this analysis of the Agency's network, and recommendations to remediate risk appropriate to a "moderate" risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. Vulnerabilities and threats identified must be ranked by risk severity as (High, Medium, Low), risk mitigation actions must be suggested, including hardware/device modifications or configuration changes to remediate risk, and diagrams to convey recommended network security architectural modifications must be included	Due date to be included in approved Integrated Project Schedule (see Deliverable 3.8.4.1 above)
3.8.4.4	Secure Internet Application Test Results	Complete written (electronic format preferred) documentation of all	Due date to be included in approved Integrated Project Schedule (see Deliverable

		information collected related to vulnerabilities in the Employer Payroll Reporting application and the Secure Document Reprint feature, code design weaknesses (minimally covering all seven application-specific areas defined in section 3.6.2.2), and any security architecture deficiencies discovered.	3.8.4.1 above)
3.8.4.5	Analysis, Conclusions, and Recommendations from the Secure Internet Application Test	Written (electronic format preferred) analysis of the vulnerabilities/threats found in the Employer Payroll Reporting application, conclusions drawn from this analysis, and recommendations to remediate risk appropriate to a "Moderate" risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. Vulnerabilities and threats identified must be ranked by risk severity as (High, Medium, Low), and risk mitigation actions must be suggested including hardware/software modifications and diagrams to convey recommended application design architectural modifications.	Due date to be included in approved Integrated Project Schedule (see Deliverable 3.8.4.1 above)

### 3.9 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

#### 3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "MSRA" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "3.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.  

To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: mgordon@sra.state.md.us, with a copy to the TO Manager.
- D) 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.

#### 3.10.2 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.

- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

### 3.11 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

- A) The Agency is the custodian of a considerable volume of non-public personal information (NPPI) of participants (members, former members, or retirees) and beneficiaries of the MSRPS. NPPI is defined as any PII and PHI the Agency collects and stores, including information submitted from employers, employees, participants and retirees, which is not available to the general public.
- B) Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, account balances (including service credit and contributions/interest), and all other information provided in confidence and related to retirement and pension programs administered by the Agency. In addition, the fact that an individual is a participant or beneficiary of an Agency-administered System or program is in itself considered NPPI.
- C) The nature of the proposed TO Agreement will necessarily expose the TO Contractor to considerable Agency-confidential information, including NPPI (together, "Confidential Information"). Confidential Information means any and all information provided by or made available by the State and/or Agency, to the TO Contractor, or discovered in the conduct of testing activities, 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, or any and all information produced as a result of executing this Scope of Work.
- D) The TO Contractor must at a minimum follow any and all industry standards in addition to those specifically set forth in this TORFP, to protect the confidentiality of all such information.
- E) The TO Contractor, and its employees, agents and subcontractors, will be required to attest that they understand that the Agency retains Confidential Information and that all such Confidential Information will be protected by the TO Contractor, and individually protected by its employees, agents, and subcontractors, at all times. At no time shall any Confidential Information be removed, in any format, including but not limited to remote electronic access, from the Agency's premises except as specifically approved in writing by the Agency TO Manager on a case-by-case basis. In addition, Confidential Information must be protected at all times when on-site at the Agency. This requirement is further set forth in Attachment 11 of this

TORFP. If there are any inconsistencies between this Section 2.5 of this TORFP and the attached Non-disclosure Agreements, Attachment 11, the terms of this Section 2.5 shall control.

- F) Notwithstanding any other terms or conditions set forth in this TORFP, the following provisions shall apply:
1. At the discretion of the Agency, any breach of confidentiality is cause for immediate termination of the TO Agreement with the TO Contractor.
  2. The Agency shall determine what Agency-related information falls within the definition of Confidential Information. Absent specific guidance from the Agency to the contrary, any and all information that the TO Contractor is exposed to or discovers during the course of the TO Agreement must be treated by the TO Contractor as Confidential Information.
  3. The TO Contractor shall perform a criminal background check on all of its employees, personnel, and subcontractors who have any access to Confidential Information. The TO Contractor shall have policies and procedures in place to ensure the confidentiality of such information (see also 3.7.4 Premises and Operational Security).
  4. The TO Contractor shall provide for the physical and electronic security of Confidential Information at all times that such information is under the TO Contractor's control, and the TO Contractor must be able to determine any breach of Confidential Information.
    - 4.1. The TO Contractor shall – in its TO Proposal - disclose to the Agency what safeguards it has in place to secure Confidential Information. The Agency does not intend to compromise the TO Contractor's own confidential or proprietary information with this requirement; however, the TO Agreement will not be awarded to a Master Contractor that does not have sufficient safeguards, or whose safeguards are not apparent to the Agency after reading the TO Proposal, to satisfy the Agency's security concerns and requirements.
    - 4.2. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the TO Agreement, which includes the right to review TO Contractor audits, summaries of test results, or other equivalent evaluations.
    - 4.3. The TO Contractor shall not make copies of any Agency supplied or Confidential Information, or any Confidential Information created as a result of work conducted under this TO Agreement, except as required for back-up or redundancy, and shall destroy or return to the Agency any such information that is no longer necessary for the TO Contractor to fulfill its obligations pursuant to the TO Agreement. In no event shall any data in the possession of the TO Contractor (as a result of this TORFP) survive the end of the TO Agreement, and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
  5. Where prior written consent to subcontract is granted by the Agency, the TO Contractor remains responsible for ensuring that each subcontractor agrees to provide at least equivalent safeguards of Confidential Information to those of the TO Contractor. The TO Contractor shall obtain Agency approval of these subcontractor safeguards prior to commencement of work by any subcontractor in relation to this TORFP. Notwithstanding any subcontract, it remains the TO Contractor's responsibility to the Agency to safeguard all Confidential Information.
  6. The TO Contractor shall immediately notify the Agency TO Manager (contact information to be provided by the Agency) and the Agency's Help Desk (410-625-5559) and provide

available details by telephone, with confirmation in writing, in the event of a breach or potential breach of Confidential Information.

- 6.1. The TO Contractor shall promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's Confidential Information and shall remain in frequent, regular contact with the Agency regarding the incident.
- 6.2. The TO Contractor shall take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.
7. TO Contractor personnel shall not connect non-Agency hardware to the Agency's computing resources without prior written approval by the Agency's TO Manager; if approved, the TO Contractor is required to provide protections equivalent to the Agency's protection of its own hardware.
8. Terms related to confidentiality provisions shall survive the termination of the TO Agreement issued pursuant to this TORFP.

### **3.12 RIGHT TO AUDIT**

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The Agency shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Agency or Agency's election. The Agency shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with the Agency or the Agency's designated auditor and shall provide the necessary assistance for the Agency or the Agency's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to the Agency. TO Contractor and/or Subcontractors shall insure the Agency has the right to audit with subcontractor(s).

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## SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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 Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

### 4.2 SUBMISSION

#### 4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

MSRA can only accept e-mails that are less than or equal to 20MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # G20B5400007 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP G20B5400007 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP G20B5400007 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

MSRA will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A. Subject line "CATS+ TORFP # G20B5400007 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP G20B5400007 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

#### 4.2.2 PAPER SUBMISSION

MSRA strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

### 4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment 2 - MBE forms 1A
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- C. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- D. Attachment 12 – Living Wage Affidavit of Agreement
- E. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal with password protection:

- A. Attachment 1 Price Sheet – Signed PDF

### 4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 4.4.1 TO TECHNICAL PROPOSAL

**Important: A TO Technical Proposal shall include NO pricing information.**

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3 - Scope of Work. The final schedule will be submitted by the TO Contractor as a component of the Integrated Project Schedule, Deliverable 3.8.4.1, under the TO; after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.

- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 3 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.1.1.

<b>Reference</b>	<b>Offeror Company Minimum Requirement</b>	<b>Evidence of Compliance</b>
2.1.1.A	The TO Contractor shall have at least one team member possessing either an ISC2 Certified Information Systems Security Professional (CISSP) or a GIAC Security Expert (GSE) certification.	Offeror evidence of compliance here.
2.1.1.B	The TO Contractor shall have at a minimum one team member whose resume reflects experience in conducting web application security risk assessments, with at least two (2) security risk assessments performed within the past three (3) years. At least two (2) web application security risk assessments must have assessed custom, .NET framework designed applications. At least two (2) security risk assessments must have involved applications where users authenticate securely through the Internet to transmit and receive sensitive data	Offeror evidence of compliance here.
2.1.1.C	The TO Contractor shall have at a minimum one or more team members whose resume reflects experience in conducting non-intrusive PEN testing as described in the Scope of Work.	Offeror evidence of compliance here.

2.1.1.D	TO Contractor shall have successfully completed at least two (2) PEN tests within the last three (3) years.	Offeror evidence of compliance here.
2.1.1.E	The Master Contractor shall demonstrate that it has previously performed penetration testing and security vulnerability assessments on all of Internet-facing systems, network perimeter security devices and equipment, as described in this TORFP, on hardware devices to include all of (but not limited to) firewalls, routers, Windows-based servers, and comparable network infrastructure devices. This qualification will be proved through the submission of references, at least two, that demonstrate the successful completion of a comparable project within the last three years.	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offerors shall:

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.1.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

Submit completed MBE documents 2-1A

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization.
- b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c) Services provided as they relate to Section 3 - Scope of Work.
- d) Start and end dates for each example engagement or contract.
- e) Current Master Contractor team personnel who participated on the engagement.
- f) If the Master Contractor is no longer providing the services, explain why not.

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 entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

#### 4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet. The contract resulting from this procurement will be firm fixed price.
- C) Prices shall be valid for 120 days.

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## SECTION 5 - TASK ORDER AWARD PROCESS

### 5.1 OVERVIEW

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 4.

### 5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual’s resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews). Additional weight will be given to the credentials of individuals designated as “Key Personnel” in the Master Contractor’s TO Proposal.
- B) The overall experience, capability and references for the Master Contractor as described in the Master Contractor’s TO Technical Proposal and derived from any oral presentations/interviews (see Section 1.5 Oral Presentations/Interviews).
- C) The Master Contractor’s overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.

### 5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial oral presentations whether subsequent rounds of oral presentations are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:

- a) An initial oral presentation will be performed for all proposals meeting minimum requirements.
- b) A technical ranking will be performed for all proposals based on the initial oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and oral presentation results.

- c) The top ten (10) proposals identified by the technical ranking will be notified of additional oral presentations. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Not Applicable	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	Not Applicable	N/A

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

## ATTACHMENT 1 PRICE SHEET

## PRICE SHEET FOR CATS+ TORFP # G20B5400007

Identification	Deliverable	Extended Price
First Stage: PEN Test – 3.8.4.1 through 3.8.4.3	Group 1 Deliverables, including: Integrated Project Schedule (3.8.4.1), External Network Penetration Test Results (3.8.4.2), and Analysis, Conclusions, and Recommendations from the External Network Penetration Test (3.8.4.3)	\$
Second Stage: Application Test – 3.8.4.4 and 3.8.4.5	Group 2 Deliverables, including: Secure Internet Application Test Results (3.8.4.4) and Analysis, Conclusions, and Recommendations from the Secure Internet Application Test (3.8.4.5)	\$
<b>Total Evaluated Price</b>		\$

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

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

Title \_\_\_\_\_

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**  
CATS+ TORFP # G20B540007

If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **subcontractor's 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form 2-4A. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &  
MBE PARTICIPATION SCHEDULE****INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS FORM**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also

identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

9. **Worksheet:** The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

#### **Subgoals (if applicable)**

Total African American MBE Participation:	0	%
Total Asian American MBE Participation:	0	%
Total Hispanic American MBE Participation:	0	%
Total Women-Owned MBE Participation:	0	%

**Overall Goal**

Total MBE Participation (include all categories): 30 %

## ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. G20B5400007, I affirm the following:

### 1. MBE Participation (PLEASE CHECK ONLY ONE)

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

\_\_\_\_ percent African American-owned MBE firms

\_\_\_\_ percent Asian American-owned MBE firms

\_\_\_\_ percent Hispanic American-owned MBE firms

\_\_\_\_ percent Woman-Owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

### OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

### 2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment 2-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

**3. Information Provided to MBE firms**

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

**4. MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

**LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.**

**MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.**

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture )**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%  Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____
---	--

**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

**CONTINUE ON SEPARATE PAGE IF NEEDED**

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

*SUBMIT AS INSTRUCTED IN TORFP*

## ATTACHMENT 2 -1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### I. Definitions

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State’s MBE Program.

## II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### A. Identify Bid Items as Work for MBE Firms

#### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### 2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

### B. Identify MBE Firms to Solicit

#### 1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### 2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
  - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
  - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
  - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

**D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;

- (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
- (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

#### **E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeree decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

### **IV. Documenting Good Faith Efforts**

At a minimum, a bidder/offeree seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

#### **A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

#### **B. Outreach/Solicitation/Negotiation**

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts**

**Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and**

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_

(Name of Minority firm)

located at \_\_\_\_\_

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_

(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Minority Firm's MBE Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
MDOT Certification #

\_\_\_\_\_  
Telephone #

\*\*\*\*\*

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
**Signature of Prime Contractor**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ATTACHMENT 2 -1C MBE ATTACHMENT  
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number: <i>G20B5400007</i>	

**Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.**

I affirm that I have reviewed Attachment 2-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 2-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 1 – Identified items of work bidder/offeror made available to MBE firms**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number: <i>G20B5400007</i>	

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 2 – identified MBE firms and record of solicitations**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number: <i>G20B5400007</i>	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 3 – additional information regarding rejected MBE quotes**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number: <i>G20B540007</i>	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**ATTACHMENT 2 -2 MBE ATTACHMENT  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. G20B5400007, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**ATTACHMENT 2 -3A MBE ATTACHMENT  
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

**PRIME CONTRACTOR**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

\_\_\_\_\_

**SUBCONTRACTOR**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

\_\_\_\_\_

**ATTACHMENT 2 -3B MBE ATTACHMENT  
 MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE participation schedule (Attachment 2-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Working Days of notification of apparent award. If the Bidder/offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/offeror is not responsible and therefore not eligible for Contract award.

Provided that \_\_\_\_\_ (Prime Contractor’s Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such MBE Prime Contractor intends to perform with its own forces at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p><b>MBE PRIME CONTRACTOR</b></p> <p>Signature of Representative:                  _____</p> <p>Printed Name and Title:                  _____</p> <p>Firm’s Name:                  _____</p> <p>Federal Identification Number:                  _____</p> <p>Address:                  _____                  _____</p> <p>Telephone:                  _____</p> <p>Date:                  _____</p>
--

*This form must be completed monthly by the prime contractor.*

**ATTACHMENT 2 -4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

**Maryland State Retirement Agency  
Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due to the MBE Officer by the 15th of the month following the month the services were provided.</b>	Contract Amount: _____
<b>Note: Please number reports in sequence</b>	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$_____		Total Dollars Unpaid: \$_____	
<p><b>**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B.</b></p> <p><b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b></p>			
David S. Toft, Sr., CISSP, Director of Information Systems Security and Quality Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us		Margie J. Gordon, CPPB, Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 mgordon@sra.state.md.us	

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

(Required)

*This form must be completed monthly by MBE subcontractor***ATTACHMENT 2 SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT****Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 15th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:		State: ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$_____		Total Dollars Unpaid: \$_____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following addresses (electronic copy with signature & date is preferred):		
David S. Toft, Sr., CISSP, Director of Information Systems Security and Quality Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us		Margie J. Gordon, CPPB, Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 mgordon@sra.state.md.us

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT**

**Maryland State Retirement Agency  
Minority Business Enterprise Participation**

**MBE Prime Contractor Report**

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

David S. Toft, Sr., CISSP, Director of Information Systems Security and Quality Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us	Margie J. Gordon, CPPB, Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 mgordon@sra.state.md.us
--	--

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

(Required)

*This form must be completed monthly by MBE subcontractor*

**ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

**Minority Business Enterprise Participation**

**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 15th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount      Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$_____		Total Dollars Unpaid: \$_____

Prime Contractor:	Contact Person:
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**\*\*Return one copy of this form to the following addresses (electronic copy with signature & date is preferred):**

David S. Toft, Sr., CISSP, Director of Information Systems Security and Quality Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us	Margie J. Gordon, CPPB, Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 mgordon@sra.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# G20B5400007 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland State Retirement Agency (MSRA).

IN CONSIDERATION of the mutual promises 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 Maryland State Retirement Agency, as identified in the CATS+ TORFP # G20B5400007.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # G20B5400007, dated September 30, 2015, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Margie J. Gordon, CPPB. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between MSRA and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means David S. Toft, Sr., CISSP. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated \_\_\_\_\_ of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated \_\_\_\_\_ of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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 3 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 Technical Proposal
    - d) Exhibit C – TO Financial Proposal

- 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 ninety (90) days commencing on the date the TO Agreement is fully executed 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 \$\_\_\_\_\_. 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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 \_\_\_\_\_. 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 Agency TO Manager 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.

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, MSRA

\_\_\_\_\_  
By: Margie J. Gordon, TO Procurement Officer

\_\_\_\_\_  
Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Wendy M. Scott,  
Assistant Attorney General

**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)

## ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

**ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # G20B540007

*All content on this form must also be on the Personnel Resume Form.  
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>Proposed Role:</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

**ATTACHMENT 5 5B – PERSONNEL RESUME FORM**

CATS+ TORFP # G20B5400007

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed Role on TO:	
Job Title (As listed in TORFP):	Not Applicable

**Education / Training (start with most recent degree / certificate)**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

*Instruction: Sign each form.*

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

Directions to the Pre-proposal meeting site at the Agency's offices:

Coming from the north

1. Take I-83 S toward Baltimore
2. Turn right on Fayette St. via Exit 1
3. Turn left onto St. Paul St.
4. Turn left onto E. Baltimore St.
5. Sun Trust building is at corner of E. Baltimore and Calvert Streets

Coming from the south

1. Take I-95 N toward Baltimore
2. Take I-395 N via Exit 53 toward downtown
3. Follow signs to I-395 Downtown Inner Harbor
4. Turn right on Conway St.
5. Go left at Light St. (sign indicates Calvert St. as well)
6. Sun Trust building is at corner of Calvert and E. Baltimore Streets

Coming from the Eastern Shore

1. Take US-50 W to I-97 N (Exit 13 B)
2. Take I-97 N to I-695 W Baltimore Beltway (Exit 17 A)
3. Merge onto I-295 N (Exit 7 B) toward Baltimore
4. Turn right onto W. Pratt St.
5. Turn left onto S. Charles St.
6. Turn right on E. Baltimore St.
7. Sun Trust building is at corner of E. Baltimore and Calvert Streets

Coming from the west

1. Take I-70 toward Baltimore
2. Merge onto I-695 S/Baltimore Beltway via Exit 91 A toward I-95 S Glen Burnie
3. Take I-95 N via Exit 11 A toward Baltimore
4. Take I-395 N via Exit 53 toward downtown
5. Follow signs to I-395 Downtown Inner Harbor
6. Turn right on Conway St.
7. Go left at Light St. (sign indicates Calvert St. as well)
8. Sun Trust building is at corner of Calvert and E. Baltimore Streets

Parking at your own expense is available in the Sun Trust Building. There are also numerous other garages in the area.

The entrance to the garage is on Calvert Street. To get to the lobby from the garage, enter the garage elevator and choose floor #1.

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): G20B5400007

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of Maryland State Retirement Agency (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

Margie J. Gordon, CPPB

Task Order Procurement Officer

Enclosures (2)

cc: David S. Toft, Sr., CISSP, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: MSRA

Solicitation Title: External Network and Application Security Testing

TO Manager: David S. Toft, Sr., CISSP

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): G20B5400007 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

**ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland State Retirement Agency (the "Agency"), 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 External Network and Application Security Testing TORFP No. G20B5400007 dated \_\_\_\_\_, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Agency, Project Number 060B2490023; 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 Agency, all Confidential Information in its care, custody, control or possession upon request of the Agency 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 Master Contract 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:****MSRA:**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
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

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

**ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST**

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight.doit@maryland.gov](mailto:contractoversight.doit@maryland.gov) with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
<b>Section 4 – MBE Participation</b>
A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)
<b>Section 5 – TO Change Management</b>
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following?  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)  
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

**ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 16 SAMPLE WORK ORDER**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.