



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

Payment Card Industry (PCI) Compliance Scan

CATS + TORFP # J01B3400034

Maryland Department of Transportation

ISSUE DATE: August 27, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS + TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS + Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS + Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS + RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	PCI Compliance Scan
Functional Area:	FA #6 – System Facility Maintenance and Management
TORFP Issue Date:	08/27/2013
Closing Date and Time:	10/01/2013 at 2:00 PM EST
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Office of Transportation and Technology Services (OTTS)
Question Due Date and Time	09/09/2013 at 12:00 PM 12:00 EST
Questions and Proposals are to be sent to:	TO Procurement Officer – Dave Devlin Telephone Number 410-865-1230 Email Address: ddevlin@mdot.state.md.us
TO Procurement Officer	Dave Devlin Office of Procurement Office Phone: (410) 865-1230 Email Address: ddevlin@mdot.state.md.us
TO Manager:	Peter N. Arrey Office Phone: 410-865-1372 Fax: 410-865-1103
Project Number:	J01B3400034
TO Type:	Time and Materials on a per scan basis
Period of Performance:	January 1, 2014 –December 31, 2019
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Various Transportation Business Units Locations, as needed
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office desk space and networked PC

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word 2007 or greater format. **Please note that MDOT system has an 8 MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP # **J01B3400034**. The first file will be the TO Technical Proposal for this TORFP titled "CATS + TORFP # **J01B3400034** Technical". The second file will be the TO Financial Proposal for this CATS + TORFP titled "CATS + TORFP # **J01B3400034** Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - Conflict of Interest and Disclosure Affidavit
- Attachment 4 – Non Disclosure Agreement (Offeror)
- Attachment 7- Living Wage Affidavit of Agreement
- Attachment 8 – Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 TO PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this TORFP.

1.6 MINORITY BUSINESS ENTERPRISE (MBE)

This Sub-section is not applicable to this TORFP.

1.7 QUESTIONS

All questions shall be submitted via email 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.

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.9 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 7201 Corporate Center Drive, Hanover, MD 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 4. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 5.

1.10 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS + Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

1.11 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 CATS + task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS + TOs are subject to review.

Attachment 6 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable 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 checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.12 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 8 of this TORFP.

1.13 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. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 7 for a copy of the Living Wage Affidavit Agreement.

1.14 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. 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.

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MDOT is issuing this CATS + TORFP to obtain the services of a PCI Approved Scanning Vendor (ASV) to perform quarterly PCI DSS vulnerability scans on behalf of the Department and any of the six Transportation Business Units (TBUs) within the department that maintains payment card applications and data. MDOT is required to comply with the standards outlined in the PCI DSS.

It is the intent of this TORFP to acquire the services of a PCI Approved TO Contractor that shall provide these scans and deliver the necessary reports to the appropriate MDOT and PCI personnel at the intervals defined within the PCI Standards, indicated in the functional requirement in Section 2.5 of this TORFP, or as may be required by other TBUs.

The ASV shall provide services of a Qualified Security Assessor (QSA) to annually complete a PCI DSS Self-Assessment Questionnaire (SAQ). The purpose of the SAQ is to assist organizations in self-evaluating compliance with the PCI DSS and to share it with our acquiring bank.

2.2 REQUESTING AGENCY INFORMATION

The MDOT, Office of Transportation Technology Services (OTTS) provides enterprise-wide infrastructure support to the MDOT TBUs. In addition, the TBUs maintain specific applications that enable them to provide payment card services to the public.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

TO Procurement Officer – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.

TO Manager - The MDOT TO Manager will be responsible for managing this Task Order and will work with the TBUs to assign tasks to the TO Contractor as the need may require. The TO Manager will coordinate with the TBUs to monitor the work being performed and at the prices proposed by the TO Contractor.

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

TO Contract Manager - The TO Contractor Manager will serve as the primary contact with the MDOT TO Manager to regularly discuss progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the TO Contractor staff.

TO Contractor – The TO Contractor shall be responsible for provide penetration/ vulnerability scan services to the Department and 6 TBUs quarterly and yearly with the reports afterward. The MDTA QSA shall accomplish a set of questions corresponding to the PCI DSS requirements and An Attestation of Compliance.

MDOT Contract Management Office (CMO) – The CMO is responsible for management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MDOT is responsible for building, operating and maintaining a safe and seamless transportation network that links Maryland with the rest of the country. MDOT directs and oversees the planning, construction and operation of Maryland's highway, transit, maritime and aviation facilities, as well as motor vehicle administration. Under the direction of the Transportation Secretary, the five modal administrations, the State Highway Administration, the Maryland Transit

Administration, the Maryland Port Administration, the Maryland Aviation Administration, the Maryland Motor Vehicle Administration and a sister agency, the Maryland Transportation Authority that operates the state's eight toll facilities, work together, wherever possible, to assist each other in the development of a seamless transportation system designed to fuel Maryland's economy and enhance the quality of life of our citizens.

MDOT and its six Transportation Business Units, supports several applications that afford customers of MDOT the opportunity to process the payment of various services and products through the use of payment cards. The following is a summary of the current systems in use.

The Maryland Motor Vehicle Administration (MVA) is responsible for the issuance of Motor Vehicle titles, tags, identification cards and licenses. To support the electronic payment processing for these services, the MVA supports the MVA E-Store that resides in the MVA Server Farm in the MDOT Data Center in Glen Burnie, MD.

The Maryland Transit Administration (MTA) is responsible for providing and supporting accessible transit networks that are customer focused, safe, appealing, reliable, and efficient throughout Maryland. To support the electronic payment processing for these services, the MTA supports the MTA Pass Store application.

The Maryland Aviation Administration (MAA) fosters the vitality of aviation statewide and promotes safe and efficient operations, economic viability and environmental stewardship. Responsible for the operation of Baltimore/Washington International Thurgood Marshall and Martin State airports, the MAA provides friendly, convenient facilities and customer services and develops enhanced domestic and international passenger and cargo opportunities through intermodal and state-of-the-art technology.

The State Highway Administration (SHA) mission is to efficiently provide mobility for our customers through a safe, well-maintained and attractive highway system that enhances Maryland's communities, economy and environment. As part of their services to the trucking community, SHA's Motor Carrier Division supports the Automated Hauling Permits System (AHPS) for oversize and overweight tractor-trailer and truck travel across the state. The AHPS application has a Web portal that allows truck permitting service companies to submit permit requests for oversize, over weight truck travel across Maryland. Those permit requests are then processed in our client server environment that issues the trucking permit once all permit requirements are satisfactorily met. To support the electronic payment for these permits, SHA is implementing a project to integrate the LexisNexis Payment Solutions / VitalChek Product Suite (VPS) Payment Services Solution (PSS) into AHPS which will allow MDOT/SHA customers a choice of payment options. This project, will allow the MDOT/SHA Motor Carrier Division to accept phone, mail and web payments from customers using a credit/debit card or electronic check. For remote transactions of web, phone and mail LexisNexis Payment Solutions will accept payments through the use of valid MasterCard, VISA, Discover, American Express credit cards and personal and business checks.

The Maryland Port Administration (MPA) stimulates the flow of waterborne commerce through the State of Maryland in a manner that provides economic benefit and environmental stewardship to the citizens of the State.

The Maryland Transportation Authority (MDTA) is an independent agency responsible for managing, operating and improving the State's toll facilities. To support the electronic payment processing for these services, the MDTA supports the E-ZPass Maryland application.

2.5 REQUIREMENTS

2.5.1 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor under this TORFP shall consist of the following:

- 2.5.1.1** The TO Contractor shall perform external and internal network layer penetration tests on a yearly basis.
- 2.5.1.2** The TO Contractor shall perform external and internal application layer penetration tests on a yearly basis.
- 2.5.1.3** The TO Contractor shall perform quarterly PCI DSS internal and external vulnerability scans which consist of three ongoing steps for adhering to the PCI DSS:
- 1) **Assess** — the TO Contractor shall be responsible for identifying cardholder data, taking an inventory of IT assets and business processes for payment card processing, and analyzing them for vulnerabilities that could expose cardholder data.
 - 2) **Remediate** — based on vulnerabilities found, the TBU will be responsible for fixing those vulnerabilities and not storing cardholder data unless absolutely required.
 - 3) **Report** — the TO Contractor shall be responsible for compiling and submitting required remediation validation records (if applicable), and submitting compliance reports to the acquiring bank and card brands the TBU does business with.
- 2.5.1.4** The TO Contractor shall provide PCI approved scanning of the various TBU infrastructures, processes and applications, and prepare remediation recommendations; and a report that MDOT can provide to PCI to prove compliance with the PCI Guidelines and PCI Security Scanning Procedures Document. This report shall assess compliance with the PCI scanning requirement at the following two levels:
- Each scanned component
 - The global customer infrastructure

MDOT understands that it may take multiple scans to gain compliance.

PCI DSS

The PCI DSS applies to all entities that store, process, and/or transmit cardholder data. It covers technical and operational system components included in or connected to cardholder data. The TO Contractor shall validate that the Department and associated TBU's are following the twelve (12) PCI DSS Requirements as outlined below.

- 1) Requirement 1: Install and maintain a firewall and router configuration to protect cardholder data
- 2) Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters
- 3) Requirement 3: Protect stored cardholder data
- 4) Requirement 4: Encrypt transmission of cardholder data across open, public networks
- 5) Requirement 5: Use and regularly update anti-virus software or programs
- 6) Requirement 6: Develop and maintain secure systems and applications
- 7) Requirement 7: Restrict access to cardholder data by business need to know
- 8) Requirement 8: Assign a unique ID to each person with computer access
- 9) Requirement 9: Restrict physical access to cardholder data
- 10) Requirement 10: Track and monitor all access to network resources and cardholder data
- 11) Requirement 11: Regularly test security systems and processes
- 12) Requirement 12: Maintain a policy that addresses information security for all personnel

For the MDTA and MVA QSA, the work to be accomplished by TO Contractor shall consist of the following:

The TO Contractor's QSA assigned to MDTA and MVA shall complete the following:

1. Determine which Self-Assessment Questionnaire is appropriate for the MVA and MDTA.
2. Assess the MVA and MDTA environments for compliance with the Payment Card Industry Data Security Standard.

3. Use the appropriate Self-Assessment Questionnaire as a tool to validate compliance with the Payment Card Industry Data Security Standard.
4. Submit an Attestation of Compliance to each agency's bank with a copy to the agency.

2.8 DELIVERABLES

2.8.1 Deliverables Submission Process

For each deliverable, the Contractor shall submit the deliverable to the Project Manager with format, content, and due date/timeframe as specified in Section 2.9.2. For each written deliverable, draft and final, the Contractor shall submit to the Project Manager one hard copy and one electronic copy in compliance with Acceptance Criteria column in Section 2.9.2.

Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope, requirements, and associated acceptance criteria of the deliverable.

A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

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

Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the Project Manager for acceptance. Upon receipt of a final deliverable, the Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables (See Attachment 9 - Agency Acceptance Form). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable to the Agency Project Manager. Subsequent project tasks may not continue until deficiencies with a pending deliverable are rectified and accepted by the Project Manager or the Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the deficiencies have been addressed and the resolution(s) are accepted by the Project Manager, the Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope, requirements, and acceptance criteria for that deliverable. Final written deliverables shall be complete and shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation.

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

Reports shall be delivered securely in electronic media format to the TO Manager for this TORFP as defined in the below table. Electronic documents shall have a password that will be assigned by the TO Manager. Acceptable delivery formats include e-mail and flash drive. Passwords shall not be sent via clear text email. They shall be delivered via Telephone OR some type of encrypted medium.

2.8.2 Deliverables and Acceptance Criteria

Based on each TBU's payment card applications, the following are the deliverables and schedule:

ID	Deliverable	Acceptance Criteria	Due Date / Frequency
2.8.2.1	Quarterly internal and external vulnerability scans Report	<p>Report shall be created in MS Word 2007 or greater and contain the following:</p> <ul style="list-style-type: none"> • Identification cardholder data, • Inventory of IT assets and business processes for payment card processing, • Analysis of vulnerabilities that could expose cardholder info. <p>Report shall be sent in electronic media format to the TO Manager quarterly as a password protected file.</p>	Quarterly.
2.8.2.2	Annual external and internal penetration testing results report	<p>Report shall be sent in electronic media format with password protection to the TO Manager at least once per year or as required by the TO Manager. Passwords shall not be sent via clear text email. They shall be delivered via Telephone OR some type of encrypted medium.</p>	Annual, and as requested as (determined by TBU and MDOT)
2.8.2.3	Annual PCI DSS and Banking Institution Compliance Reports	<p>Annual Reports on Compliance completed on behalf of the Department or any of its six TBU's shall follow the guidelines established by PCI and include the following:</p> <ul style="list-style-type: none"> • Executive Summary (description of entity's payment card business; high level network diagram) • Description of Scope of Work and Approach Taken (description of how the assessment was made, environment, network segmentation used, details for each sample set selected and tested, wholly owned or international entities requiring compliance with PCI DSS, wireless networks or applications that could impact security of cardholder data, version of PCI DSS used to conduct the assessment) • Details about Reviewed Environment (diagram of each network, description of cardholder data environment, list of all hardware and software in the Comment Desktop Environment CDE, service providers used, third party payment applications, individuals interviewed, documentation reviewed, details for reviews of managed service providers) • Contact Information and Report Date • Quarterly Scan Results (summary of four most recent ASV scan results) • Findings and Observations (detailed findings on each requirement and sub-requirement, including explanations of all N/A responses and validation of all compensating controls) • A completed SAQ according to instructions and guidelines provided by the PCI Security Standards Council. • Evidence of a passing vulnerability scan (supplied by MDTA approved scanning vendor). 	Annual as determined by TBU and MDOT

		<ul style="list-style-type: none"> • A completed Attestation of Compliance in its entirety. 	
2.8.2.4	PCI DSS Self-Assessment Questionnaire	<p>Report shall contain the following:</p> <ul style="list-style-type: none"> • A set of questions corresponding to the PCI DSS requirements, which are appropriate to service providers and merchants; and • An Attestation of Compliance <p>Report shall be sent in electronic media format to the TO Manageras required.</p>	Annual as determined by TBU and MDOT

2.9 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.
- Payment Card Industry Data Security Standards (PCI DSS)

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The Master Contractor shall be a PCI-Approved Scanning Vendor.

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

2.11 PREMISES AND OPERATIONAL SECURITY

- Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for MAA shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MPA shall comply with all MPA security requirements.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations 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.

2.12 INVOICE SUBMISSION

Invoices shall be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Payment of invoices will be withheld if a signed Agency Acceptance of Deliverables form – Attachment 9 is not submitted. Invoices for Operations and Maintenance (O&M) work shall be submitted within the first 5 business days of each month for the work performed in the previous month.

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 contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and shall be submitted to the TBU and a copy to the MDOT TO Manager.

2.12.1 INVOICE FORMAT

- A) A proper invoice shall identify the Maryland Department of Transportation, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number..
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the user TBU Agency with a copy to the TO Manager.
- C) Proper 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.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS + TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed 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 your CATS + Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work, and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 4) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 5) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the deliverables acceptance criteria.

B) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

C) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the Master contractor and subcontractors have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the oral presentation, shall include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,

- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

D) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

E) Confidentiality

A Master Contractor shall 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, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 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 proposal).
- B) Completed Financial Proposal - Attachment 1

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.

- The Masters Contractor's experience in providing similar services.

SELECTION PROCEDURES

4.2.1 TO Proposals will be assessed throughout the evaluation process for compliance with requirements of the Task Order RFP.

4.2.2 TO Proposals deemed technically qualified will have their TO financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

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

4.2.4 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

4.3 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS + TORFP # J01B3400034 FIXED PRICE SERVICES

Master Contractors are asked to provide prices for each deliverable on a single scan basis for each term of the contract.

Deliverable ID#	Fixed Price Services	Fixed Price per Scan
Year #1:		
2.6.2.1	Quarterly internal and external vulnerability scans	\$
2.6.2.2	Annual external and internal penetration testing	\$
2.6.2.3	Annual PCI DSS and Banking Institution Compliance Reports	\$
2.6.2.4	PCI DSS Self-Assessment Questionnaire	\$
<i>Year #1 Total</i>		\$
Year #2		
2.6.2.1	Quarterly internal and external vulnerability scans	\$
2.6.2.2	Annual external and internal penetration testing	\$
2.6.2.3	Annual PCI DSS and Banking Institution Compliance Reports	\$
2.6.2.4	PCI DSS Self-Assessment Questionnaire	\$
<i>Year #2 Total</i>		\$
Year #3		
2.6.2.1	Quarterly internal and external vulnerability scans	\$
2.6.2.2	Annual external and internal penetration testing	\$
2.6.2.3	Annual PCI DSS and Banking Institution Compliance Reports	\$
2.6.2.4	PCI DSS Self-Assessment Questionnaire	\$
<i>Year #3 Total</i>		\$
Year #4		
2.6.2.1	Quarterly internal and external vulnerability scans	\$
2.6.2.2	Annual external and internal penetration testing	\$
2.6.2.3	Annual PCI DSS and Banking Institution Compliance Reports	\$
2.6.2.4	PCI DSS Self-Assessment Questionnaire	\$
<i>Year #4 Total</i>		\$
Year #5		
2.6.2.1	Quarterly internal and external vulnerability scans	\$
2.6.2.2	Annual external and internal penetration testing	\$
2.6.2.3	Annual PCI DSS and Banking Institution Compliance Reports	\$
2.6.2.4	PCI DSS Self-Assessment Questionnaire	\$
<i>Year #5 Total</i>		\$

Total Evaluated Price (Years #1 - #5)	\$
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Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS + TORFP # J01B3400034 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Department of Transportation, Office of Transportation Technology Services (MDOT/OTTS).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the **TO Requesting Agency**, as identified in the CATS + TORFP # J01B3400034.
 - b. “CATS + TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS + Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated _____.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the **TO Requesting Agency** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS + Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS + TORFP dated **date of TO Technical Proposal**.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS + TORFP dated **date 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 supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS + TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS + TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS + TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS + TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS + TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [REDACTED]. 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, TO Requesting Agency

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 4 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS + TORFP #J01B3400034 for Payment Card Industry Compliance Scan. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dave Devlin, Maryland Department of Transportation on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 5 - 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 Department of Transportation, Office of Transportation Technology Services (MDOT/OTTS) (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Payment Card Industry (PCI) Compliance Scan TORFP No. J01B3400034 dated _____, (the “TORFP”) issued under the Consulting and Technical Services + procurement issued by the Department, 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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

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

Contractor/Contractor's Personnel:

MDOT/OTTS:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A – CONFIDENTIAL INFORMATION LIST

**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 6 – 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.state.md.us 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:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
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) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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) _____	
Section 3 – Substitution of Personnel	
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) _____	

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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 D-5 and D-6 submitted monthly?

Yes No (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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No 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 No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 7 – 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 & Date: _____

ATTACHMENT 8 - 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:

Providing goods or services of at least \$20 million in the energy sector of Iran; or

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

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 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Motor Vehicle Administration
TORFP Title: System Maintenance Support
TO Manager: Michelle Pytko (410-768-7629)

To:

The following deliverable, as required by TO Agreement #J00B3400077, 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

This solicitation is ready for release after addressing one or two ITPO comments within the document and completing all remaining fields that are missing solicitation-specific information. Please send a copy of the released solicitation to the ITPO mailbox.