



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

NETWORK SECURITY ASSESSMENT

CATS TORFP PROJECT Q00P8207505

**DEPT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION**

ISSUE DATE: 03/14/2008

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Network Security Assessment
Functional Area:	FA7 – Information System Security
TORFP Issue Date:	03/14/2008
Closing Date and Time:	04/04/2008 at 2:00 PM
TORFP Issuing Agency:	Dept. of Public Safety and Correctional Services Information Technology and Communications Division
Send Questions and Proposals to:	Gina W. Lee, Procurement Officer gwlee@dpscs.state.md.us
TO Procurement Officer:	Gina W. Lee, Procurement Officer Office Phone Number: 410-585-3198 Office FAX Number: 41-358-8671
TO Manager:	C. Kevin Combs Office Phone Number: 410-585-3102 Office FAX Number: 410-358-8671
TO Project Number:	Q00P8207505
TO Type:	Fixed Price
Period of Performance:	Notice to Proceed (NTP) to forty-five (45) days from NTP
MBE Goal:	10% (percent)
Small Business Reserve (SBR):	N/A
Primary Place of Performance:	DPSCS ITCD 6776 Reisterstown Road, Suite 209 Baltimore, MD 21215
State Furnished Work site and/or Access to Equipment, Facilities or Personnel:	Individual workstations, personal computer and necessary devices, All required software, telephone and necessary consumable supplies
TO Pre-proposal Conference:	6776 Reisterstown Road, Conference Room 205 C, Baltimore, MD 21215 03/21/2008 at 10:00 a.m. See Attachment 6 for directions.

SECTION 1: ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DPSCS e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #Q00P8207505. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #Q00P8207505 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #Q00P8207505 Financial". The proposal documents that must be submitted with a signature is Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as a .PDF file with signatures clearly visible.

1.4 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master TO Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master TO Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master TO Contractor's TO Proposal.**

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a Procurement Office at 6776 Reisterstown Road, Room 211, Baltimore, MD 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 11. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(c) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DBM OIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DBM OIT 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 and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 14 is a sample of the TO Contractor Self-Reporting Checklist template. DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice to Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2: SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Dept. of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD) is issuing the CATS TORFP to obtain a qualified TO Contractor to perform a network security assessment on the DPSCS's network environment.

2.1.2 REQUESTING AGENCY BACKGROUND

DPSCS has the primary responsibility for controlling, supervising, and providing services for defendants and offenders in its custody. In addition, DPSCS creates statewide correctional and rehabilitative initiatives, and criminal justice training standards, that are the foundation of Maryland's crime control efforts.

DPSCS's responsibilities lie in the custody and supervision of persons adjudicated to terms of incarceration and/or community supervision for criminal offenses. Primary offender-related functions of DPSCS include: Admissions, Incarcerations, Community Supervision, and Release. These functions are shared among the Division of Corrections (DOC), Division of Parole and Probation (DPP), Maryland Parole Commission (MPC), and Patuxent Institution (PATX).

Moreover, and unique in the nation, DPSCS's responsibilities extend to the Arrest/Booking process which is handled at the Baltimore City Central Booking and Intake Center (BCBIC), Short Sentences, and the Baltimore City Court's pre-trial functions which are handled within the Division of Pre-Trial, Detention and Services (DPDS).

DPSCS has a multitude of smaller business units that perform a variety of functions associated with a comprehensive correctional system. In addition, DPSCS interacts with various local, State, and Federal agencies.

DPSCS manages statewide criminal justice information and technology systems. These systems provide law enforcement agencies and the courts with timely access to accurate information about individuals under its supervision.

DPSCS's ITCD is responsible for all aspects of information technology and communications with DPSCS. This includes deploying, maintaining, and administering all computer, network, and communication functions. ITCD is also responsible for establishing connectivity to several ITCD maintained criminal justice databases for outside agencies (State, County, and Federal). All connectivity is handled via closed circuits or VPN tunnels via the internet. In all cases, criminal data transfer and communications is encrypted.

2.2 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

- 2.2.1 The TO Contractor shall provide DPSCS ITCD with personnel that have the specific skills and meet the qualifications as specified in Section 2.5 to perform a network security assessment within 45 (forty-five) days of the formal, written notice to proceed (NTP) issued by ITCD.
- 2.2.2 The TO Contractor's personnel shall work under the direct supervision of DPSCS ITCD TO Manager, located at 6776 Reisterstown Road, Baltimore, MD 21215

2.3. TO CONTRACTOR EXPERTISE REQUIRED

TO Contractor must demonstrate and certify that it possesses a minimum of five (5) years experience of providing network security assessments.

2.4. TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary personnel and services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing personnel that possess the mandatory minimum qualifications contained in Section 2.5.

2.5. TO CONTRACTOR PERSONNEL QUALIFICATIONS AND CERTIFICATIONS

The following qualifications are required by the person(s) proposed to perform under the resulting TO Agreement:

- Minimum of five (5) years experience performing network security assessments.
- Minimum of three (3) years experience with Microsoft Server NT, 2000 and 2003.
- Minimum of five (5) years experience with Cisco Routers and Switches.
- Minimum of five (5) years experience with CheckPoint firewall devices.
- Minimum of three (3) years experience with Microsoft Exchange 2003.
- Minimum of three (3) years experience with Microsoft Network Technologies.
- Minimum of three (3) years experience with UNIX.

2.6 TECHNICAL REQUIREMENTS

TO Contractor shall perform a network security assessment on DPSCS's network environment, with specific (but not exclusive) concentration on:

- **Policies, Procedures and Controls** – The TO Contractor will review DPSCS network related Policies, Procedures and Controls to determine completeness and compliance with State Information Technology Security Policy and Standards.
- **Firewalls** – Currently, ITCD utilizes CheckPoint firewalls. The TO Contractor will review the configuration script/set-up on the main ITCD firewall to ensure that the configuration meets current DPSCS policies, procedures and controls and/or industry security standards, to include port status, encryption definitions, and routing configurations. TO Contractor will also review the configuration (script, ports, encryption, etc.) on an additional five firewalls to ensure that they also meet current industry security standards.
- **Routers/Switches** – Currently, ITCD utilizes Cisco routers and switches. The TO Contractor will review the configuration script/set-up(s) on the routers at four specified locations to ensure that the configuration meets current DPSCS policies, procedures and controls and/or industry security standards, to include port status, encryption definitions, and routing configurations.
- **Security** – The TO Contractor will review the network security configuration for ITCD. This includes network login password configurations, requirements, change password requirements, DNS and AD verifications, user account naming schemes, Websense configuration and deployment, virus protection configuration (workstation, server, email, and update schemes), and email spam filters. The TO Contractor will perform a vulnerability scan on the ITCD network. This will include an external and internal scan of the ITCD network. The TO Contractor will also review the current ITCD

process for updating Operating Systems, software applications, virus updates, etc. to ensure that current DPSCS policies, procedures and controls and/or industry standards are being met. This will include ITCD's current Microsoft SMS server and virus definition file updates for both servers and workstations.

- **Encryption** – The TO Contractor will review the encryption status at five specified locations to ensure that encryption is enabled and working properly to meet current DPSCS policies, procedures and controls and/or industry standards.

2.7 SECURITY REQUIREMENTS

- The Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.
- Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- The Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract.
- The Contractor shall provide certification to DPSCS that the Contractor has completed the required CJIS criminal employee background checks and that the Contractor's employee assigned to this Contract has successfully passed this background check. DPSCS reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.
- The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - a crime of violence as defined in CL § 14-101(a).
- An employee of the Contractor who has been convicted of a felony or of a crime from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- Each Agency within DPSCS may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of the Contractor to not be permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.

- Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- Any person who is an employee or agent of the Contractor or Subcontractor employee or agent entering DPSCS's premises shall be required to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: 1) being prepared to be escorted at all times, and 2) providing information for ID badge purposes and wearing the ID badge on their person in a visual location at all times.

2.8 ADDITIONAL CONTRACTOR RESPONSIBILITIES

- 2.8.1.1 All Contractor personnel shall submit to a fingerprint-based criminal record check prior to commencing work. The Contractor shall allow DPSCS five (5) working days to complete the criminal background check. All selected individuals are to report to the CJIS Central Repository (Storefront) located at 6776 Reisterstown Road, Baltimore, MD to be fingerprinted for the purpose of receiving a criminal history background check and shall be subject to rejection on the basis of the results of this background check.
- 2.8.1.2 In some instances, the DPSCS ITCD TO Manager may allow Contractor staff to begin work before the criminal history background check is complete if the duties to be assigned do not involve access to information on the mainframe computer. Contractor's personnel are not allowed to begin work on the mainframe computer until the results of the criminal history background check are received and authorization is granted. The Contractor shall agree that if any assigned staff is arrested while working on a Department project, that personal shall be removed from the project upon receipt of written notice the DPSCS ITCD TO Manager.
- 2.8.1.3 The Contractor's personnel shall be expected to comply with existing DPSCS ITCD related personnel policies including dress code. [The Dress Code is defined in DPSCS's Directive Number 03-2003 – Personal Appearance Policy.] See Attachment 13. A copy of this directive shall be provided by the Contractor to all personnel selected for assignment to DPSCS. Failure to comply with this directive may result in termination of person(s) in violation of the policy.
- 2.8.1.4 Typically, work would be done during a standard State work day, Monday through Friday, from 8:00 a.m. to 4:30 p.m. not to exceed eight (8) hours per day and/or 40 hours per week, excluding a 30-minute lunch break. Overtime is not permitted.
- 2.8.1.5 There is free parking available at the Reisterstown Plaza Office Center (RPOC) site where the Contractor's personnel will be assigned. All personal travel expenses are the responsibility of the Contractor's personnel.

2.9 DELIVERABLES

- 2.9.1 Personnel – The TO Contractor shall be responsible for providing the personnel that meet the qualifications specified in Section 2.5 to perform a network security assessment, as specified in Section 2.6, within the required 45-day timeframe .
- 2.9.2 DPSCS Network Security Assessment Report – The TO Contractor shall provide the DPSCS ITCD TO Manager with an electronic report containing the findings and actionable recommendations for each of the five areas described in Section 2.6.

2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: Enterprise Architecture.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.11 INVOICING

Payment will only be made upon successful completion and acceptance of the deliverables as defined in Section 2.9.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.12 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DPSCS ITCD as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DPSCS ITCD at the following address:

DPSCS ITCD
Attention: Accounts Payable
P.O. Box 5743
Pikesville, MD 21282-5743

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

2.13 REPORTING

The TO Contractor shall provide the DPSCS ITCD TO Manager with an electronic report on the findings for each of the five areas described in Section 2.6 once the network security assessment has been completed. If

necessary, a meeting will be held with the TO Contractor and DPSCS ITCD TO Manager to discuss findings.

2.14 CHANGE ORDERS

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

2.15 MBE PARTICIPATION REPORTS

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. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Sub TO Contractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Sub TO Contractor reporting shall be sent directly from the sub TO Contractor to DBED. DBED will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager

SECTION 3: TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

- A) Proposed Services
 - 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.
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and process the required certified in Section 2.
 - 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
 - 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
 - 5) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- C) Subcontractors
 - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - Name of organization.
 - Name, title, and telephone number of point-of-contact for the reference.
 - Type and duration of contract(s) supporting the reference.
 - The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this TORFP.
 - Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

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

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

E) State Assistance

1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal, including:

The Master Contractor should indicate on Attachment 1 the total fixed price. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4: PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the DPSCS ITCD 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.

- 4.2.1 The Master Contractor's understanding of the work to be accomplished.
- 4.2.2 The Master Contractor's experience performing the duties and responsibilities required in Section 2.3.
- 4.2.3 The Master Contractor's proposed personnel experience, certifications and education required in Section 2.5.

4.2 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2 of the TORFP. Master Contractor's proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive 3-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – SAMPLE PRICE PROPOSAL

PRICE PROPOSAL FORM

CATS TORFP # Q00P8207505

Deliverable	C
	Total Proposed CATS TORFP Price
Network Security Assessment to include electronic report for each area (See Section 2.6)	\$
	\$
TOTAL PRICE	\$

Authorized Individual Name

Title

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # Q00P8207505

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. 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 D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 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 of 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 (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. 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, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 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 D-5. 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. 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 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. Q00P8207505, I affirm the following:

4. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **10** percent and, if specified in the TORFP, NO sub-goals have been established. I have made a good faith effort to achieve this goal.

OR

5. After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of ___ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.
6. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
7. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
8. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working 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 D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.
9. If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.
10. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
11. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address - Line 1

Printed Name, Title

Address – Line 2

Date

City

State ZIP

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number Q00P8207505	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # Q00P8207505, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

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

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.
4. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title _____

Date

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. Q00P8207505, it and _____,

(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # Q00P8207505 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Gina W. Lee DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 gwlee@dpscs.state.md.us	Gina W. Lee DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 gwlee@dpscs.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP # Q00P8207505 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____	Contact Person: _____

Return one copy of this form to the following address:

Gina W. Lee DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 gwlee@dpscs.state.md.us	Gina W. Lee DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 gwlee@dpscs.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# Q00P8207505 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, DEPT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS), INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION (ITCD).

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 DPSCS ITCD, as identified in the CATS TORFP # Q00P8207505.
 - b. “CATS TORFP” means the Task Order Request for Proposals # Q00P8207505, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Donna Wiltshire. 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 DPSCS ITCD and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager, Maurice Coleman, of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

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

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the 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, DPSCS ITCD

By: Gina W. Lee, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME
SUMMARY (CONTINUED)**

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

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

Contractor's Contract Administrator:

Signature/Printed/typed Name of Signatory

Date

Proposed Individual:

Signature

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL TO RESPONSE

ATTACHMENT 6 – DIRECTIONS TO PRE-PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services
Information Technology and Communications Division
6776 Reisterstown Road, Room 205 C
Baltimore, MD 21215

10:00 a.m., March 21, 2008

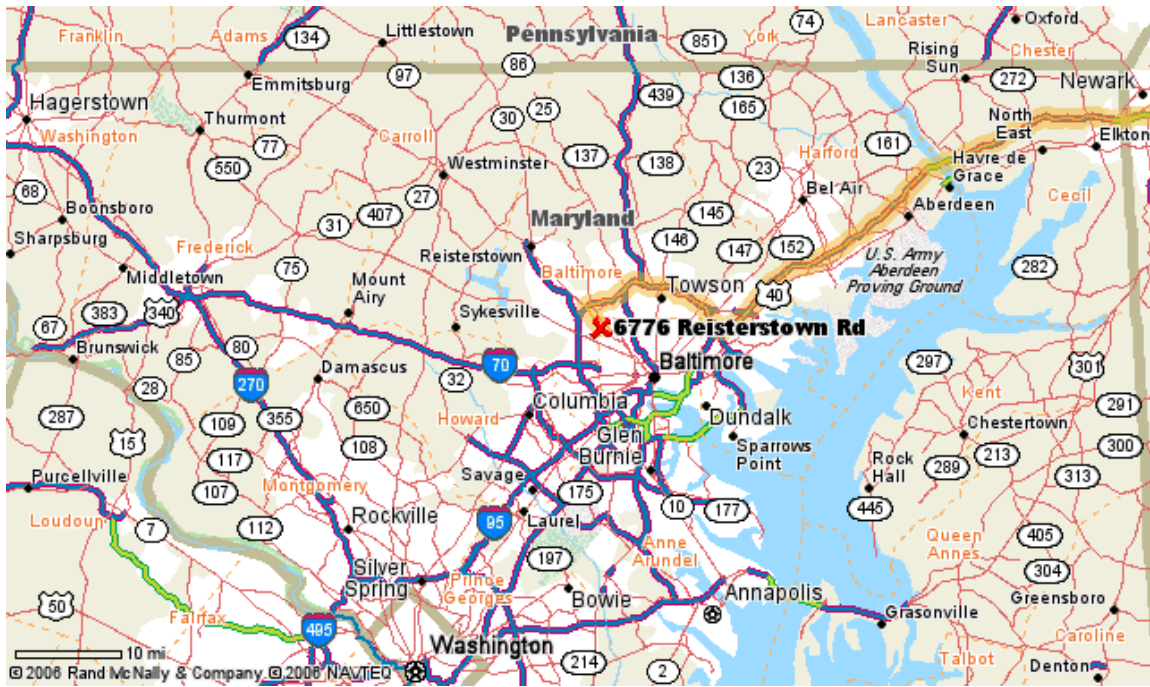
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on right. Continue onto MD-140 S (Reisterstown Rd) for 2.3 miles. Make a right at Brookhill Road (light after Exxon Gas Station. Make a left into the Plaza. Make the first right to enter through the South Tower. Continue around to the rear of the Plaza to enter through the North Tower.

From points South Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

From points East of Baltimore: Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

From points West of Baltimore: Take 1-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Lp) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

PARKING: The Department of Public Safety and Correctional Services is located at the Reisterstown Road Plaza. Ample parking is available. There are two (2) entrances to the Reisterstown Plaza Office Center (RPOC). (You cannot enter through the Mall/Plaza.) If you park near the South Tower, take the elevator to the second floor. Room 200 is halfway down the hall on your left. If you park near the North Tower (CJIS Storefront), go down the hall, pass the CJIS Storefront to the elevators. Take the elevator to the second floor, walk to the hall, turn right, make a left by the vending machines. Room 200 is halfway down the hall on your right.



ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #Q00P8207505

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the DPSCS ITCD will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

Gina W. Lee

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **NETWORK SECURITY ASSESSMENT**

TO Agreement Number: **#Q00P8207505**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **C. KEVIN COMBS**

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's TO Manager: _____

_____	_____
TO Contractor's TO Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 2.9 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DPSCS ITCD
TORFP Title: NETWORK SECURITY ASSESSMENT
TO Manager: C. KEVIN COMBS

To:

The following deliverable, as required by TO Agreement #Q00P8207505, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.11 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #Q00P8207505 for NETWORK SECURITY ASSESSMENT TORFP. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, DPSCS ITCD 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: _____

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its DPSCS ITCD (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 NETWORK SECURITY ASSESSMENT TORFP No. Q00P8207505 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

DPSCS ITCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to dwiltshire@dpscs.state.md.us If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	NETWORK SECURITY ASSESSMENT
TORFP Project Number:	Q00P8207505

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

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

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ Email _____

ATTACHMENT 13 - PERSONAL APPEARANCE POLICY

Department of Public
Safety and Correctional
Services



Secretary's
Department Directive

Secretary's Department Directive Number: 07-2004

Title: Personal Appearance Policy

Effective Date: May 19, 2004

Authorized By: Mary Ann Saar

.01 Purpose.

- A. This directive establishes general guidelines for personal appearance for employees of the Department of Public Safety and Correctional Services.
- B. This directive does not delineate personal appearance standards for every work environment, but does make each employee responsible for presenting a favorable impression through personal appearance.

.02 Scope.

This directive applies to all Department of Public Safety and Correctional Services employees.

.03 Policy.

- A. The Department of Public Safety and Correctional Services recognizes the influence that visual messages have on perceptions concerning efficiency and effectiveness of the employee or the agency that the employee represents.
- B. It is the policy of the Department of Public Safety and Correctional Services that each employee, at all times, maintains the highest possible standard of personal appearance, consistent with the employee's duties, to foster a favorable impression of the employee and the Department of Public Safety and Correctional Services.

.04 Authority/Reference.

Correctional Services Article, §2-103, Annotated Code of Maryland

.05 Definitions.

A. In this directive, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Agency head" means the person who is the highest authority of an organizational unit, program, commission, board, office, institution or division established by statute or created by the Secretary within the Department.

(2) "Department" means the Department of Public Safety and Correctional Services.

(3) Personal Appearance.

(a) "Personal appearance" means the sensory, primarily visual, interpretation formed by an individual about another individual.

(b) "Personal appearance" includes, but is not limited to, an individual's:

(i) Hygiene;

(ii) Hair, natural and artificial;

(iii) Makeup (cosmetics) and fragrances;

(iv) Clothing and accessories;

(v) Footwear;

(vi) Jewelry and other forms of body ornamentation; and

(vii) Body art.

(4) "Secretary" means the Secretary of Public Safety and Correctional Services.

.06 Responsibility/Procedure.

A. Each agency head is responsible for:

(1) Communicating the personal appearance policy to each subordinate; and

(2) Administering any action taken in regard to this directive according to established disciplinary procedures in a fair and equitable manner.

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B. General Provisions.

- (1) An employee's personal appearance shall be consistent with the requirements of this directive and any specific personal appearance requirements established by an agency head for the employee's regular work environment.
- (2) If an employee's work responsibilities or special situation temporarily places the employee in a work environment different from that where the employee regularly works, the employee's personal appearance is to be consistent with this directive and any specific requirements established by the agency head responsible for the temporary work environment.

C. If an agency head determines that a business necessity requires additional restrictions on an employee's personal appearance, that agency head:

- (1) May establish personal appearance standards for a specific work environment that create additional restrictions, consistent with the requirements of this directive, necessary to present a favorable impression for the employee, the agency and the Department;
- (2) Before issuing a personal appearance standard under §.06C(1) of this directive, shall have that standard approved by the Secretary; and
- (3) Shall communicate additional standards to the affected employees.

D. Prohibitions. An employee may not:

- (1) Wear or display clothing, emblems, monograms, insignia, body art (permanent or temporary), body ornamentation, jewelry or other items that depict images or subject matter that is offensive or inflammatory;
- (2) Wear any uniform or equipment contrary to existing policy;
- (3) Wear "see through" or otherwise revealing clothing;
- (4) Wear leisure clothing that includes, but is not limited to:
 - (a) Athletic wear;
 - (b) Beach attire;
 - (c) Tank, halter or tube tops (as an outerwear garment or under a "see through" outer garment);
 - (d) Shorts;

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- (e) Tee shirts (as an outerwear garment or under a "see through" outer garment);
- (f) Beach sandals, running or jogging shoes, "flip-flops" or other similar footwear; or
- (g) Pants, trousers or slacks designed with the hem above the ankle, such as, "Capri pants";
- (5) Wear form fitting clothing, such as, a leotard, spandex wear, or leggings (as an outerwear garment or under a "see through" outer garment);
- (6) Wear clothing that leaves the midriff uncovered (as an outerwear garment or under a "see through" outer garment);
- (7) Wear clothing with an extremely revealing neckline;
- (8) Wear extremely short dresses or skirts; or
- (9) Wear denim clothing, regardless of the color.

E. Exceptions to the Personal Appearance Policy.

- (1) An agency head may request the Secretary to grant an exception to the requirements of this directive based on circumstances, such as during hours when the work location is closed to the public or other agencies.
- (2) An employee may request an exception to the personal appearance policy for religious or medical reasons.
- (3) The employee requesting an exception to the personal appearance policy shall :
 - (a) Submit the request, in writing, to the employee's agency head;
 - (b) Include in the request the specific exception and reason for the exception; and
 - (c) If the request is based on a medical condition, provide documentation from a licensed medical practitioner supporting the reason for the requested exception.
- (4) The agency head is responsible for granting or denying a request for exception. The agency head may consult with other qualified individuals to gather or interpret information to make the decision. The agency head shall:
 - (a) Notify the employee, in writing, of the agency head's decision; and

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- (b) If the request is not based on a medical reason, have the request and the decision placed in the employee's employment record; or
- (c) If the request is for a medical reason, have the request and decision placed in the employee's medical record.

F. A supervisor taking any action concerning an employee's personal appearance shall act according to established personnel evaluation, counseling and disciplinary procedures.

.07 Attachments.

There are no attachments to this directive.

.08 History.

- A. This directive replaces Secretary's Department Directive 04-2004 (Dated April 16, 2004). This directive continues the provisions of Secretary's Department Directive 04-2004 and corrects a grammatical error.
- B. This directive supersedes provisions of any other prior existing Department communication with which it may be in conflict.

ATTACHMENT 14 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Budget and Management, Office of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@dbm.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 – Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	

A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>
Section 4 – MBE Participation
A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)
C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain including any corrective action being taken.)
E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain including any corrective action being taken.)
Section 5 – Change Management
A) Is there a formal Change Management Plan for this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip remaining questions)
B) Does the Change Management Plan contain the following? Yes <input type="checkbox"/> No <input type="checkbox"/> A written change management procedure. Yes <input type="checkbox"/> No <input type="checkbox"/> A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements). Yes <input type="checkbox"/> No <input type="checkbox"/> An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
C) Have any Change Orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/>

EXHIBIT A

**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

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