



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

**Internal Information Security Risk Assessment**

**CATS II TORFP #  
G20B2400006**

**MARYLAND STATE RETIREMENT AGENCY**

**ISSUE DATE: 11/18/11**

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2 TO AGREEMENT .....	5
1.3 TO PROPOSAL SUBMISSIONS .....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS .....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE) .....	5
1.6 CONFLICT OF INTEREST .....	6
1.7 NON-DISCLOSURE AGREEMENT .....	6
1.8 LIMITATION OF LIABILITY CEILING .....	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	6
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>7</b>
2.1 PURPOSE .....	7
2.2 REQUESTING AGENCY BACKGROUND .....	7
2.3 ROLES AND RESPONSIBILITIES .....	9
2.4 PROJECT BACKGROUND .....	10
2.5 REQUIREMENTS .....	11
2.6 DELIVERABLES .....	12
2.6.1 DELIVERABLE SUBMISSION PROCESS .....	12
2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA .....	13
2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	15
2.8 TO CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED .....	17
2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS .....	18
2.10 RETAINAGE .....	19
2.11 INVOICING .....	20
2.11.1 INVOICE SUBMISSION PROCEDURE .....	20
2.12 MBE PARTICIPATION REPORTS .....	20
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>21</b>
3.1 REQUIRED RESPONSE .....	21
3.2 FORMAT .....	21
3.2.1 TECHNICAL PROPOSAL .....	21
3.2.2 FINANCIAL RESPONSE .....	23
<b>SECTION 4 – TASK ORDER AWARD PROCESS .....</b>	<b>24</b>
4.1 OVERVIEW .....	24
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA .....	24
4.3 SELECTION PROCEDURES .....	25
4.4 COMMENCEMENT OF WORK UNDER A TOA .....	25
<b>ATTACHMENT 1 – PRICE PROPOSAL FORM .....</b>	<b>26</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS .....</b>	<b>27</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>	<b>36</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....</b>	<b>39</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>	<b>40</b>
<b>ATTACHMENT 6 – DIRECTIONS .....</b>	<b>42</b>
<b>ATTACHMENT 7 – NOTICE TO PROCEED .....</b>	<b>44</b>
<b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM .....</b>	<b>45</b>

**ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....46**  
**ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....47**  
**ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....48**  
**EXHIBIT A .....50**  
**ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....51**  
**ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....54**

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II 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 must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Internal Information Security Risk Assessment
<b>Functional Area:</b>	Information System Security (Functional Area 7)
<b>TORFP Issue Date:</b>	11/18/11
<b>Closing Date and Time:</b>	12/28/2011 at 02:00 PM
<b>TORFP Issuing Agency:</b>	Maryland State Retirement Agency (SRA or Agency)
<b>Send Questions and Proposals to:</b>	Ms. Cathie L. Nash, CPPB, Senior Procurement Officer procurement@sra.state.md.us
<b>TO Procurement Officer:</b>	Ms. Cathie L. Nash, CPPB, Senior Procurement Officer Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704 <a href="mailto:cnash@sra.state.md.us">cnash@sra.state.md.us</a>
<b>TO Manager:</b>	Mr. David S. Toft, Sr., CISSP Office Phone Number: 410-625-5562 Office FAX Number: 410-468-1711
<b>TO Project Number:</b>	G20B2400006
<b>TO Type:</b>	Firm Fixed Price
<b>Period of Performance:</b>	6 months from Notice to Proceed
<b>MBE Goal:</b>	10 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, 14 <sup>th</sup> floor Baltimore, MD 21202
<b>TO Pre-proposal Conference:</b>	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, 16 <sup>th</sup> floor Baltimore, MD 21202 12/5/2011 at 1:00 PM 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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA, including: administration functions- such as, issuing written directions; ensuring compliance with the terms and conditions of the CATS II 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 TOA, 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 Microsoft (MS) Word format. Please note that the Agency has a 20-megabyte limitation on the total size of file attachments to incoming messages. Should a Master Contractor's prospective submission exceed this limit, the Master Contractor shall submit required attachments separated into multiple e-mail messages, in sufficient time that all submissions arrive in advance of the closing date and exact time stated in the Key Information Summary Sheet. The "subject" line in the e-mail submission shall state the TORFP # G20B2400006. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # G20B2400006 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # G20B2400006 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 13 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will 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 MINORITY BUSINESS ENTERPRISE (MBE)

A Master 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 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 Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TOA 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 of 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.

## **1.7 NON-DISCLOSURE AGREEMENT**

Access to certain information and documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, including its employees and agents, who review or have access to any such information or documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II 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 II TOs are subject to review.

Attachment 12 is a sample of 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.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE**

The Maryland State Retirement Agency (SRA or Agency) issues this CATS II TORFP to retain a Master Contractor to assess the Agency's information security program to identify (1) potential internal threats, risks of attack, and other potential information security risks, and (2) the extent of compliance with this program by the Agency and its staff. The Scope of Work for this TORFP, #G20B2400006, is limited to a review and analysis of inside/internal threats, focused on the Agency's staff and procedures relative to information security. It specifically excludes physical facility security and other general security not otherwise related to the Agency's information security program.

The Agency issued a separate CATS II TORFP to conduct a penetration test of the Agency's vulnerabilities to external electronic penetration for its Baltimore Data Center and for its equipment in Annapolis.

The Agency's information security program consists of a combination of:

- State-level information security related policies,
- Agency-specific policies that support and enhance State-level policies when applied to the Agency's specific operating requirements, and
- Agency practices that transfer the State and Agency policies into routine Agency operations.

The TO Contractor shall review and analyze existing Agency and applicable State-level security policies, in addition to Agency practices in support of those policies, related to both people (Agency employees, contractors, and other on-premise service personnel) and technology, to determine and document the potential inside threats to the Agency's information system(s). Current practices by the Agency and its personnel, including compliance with the components of the Agency's information security program, shall be documented. Based on findings and analysis by the TO Contractor, the TO Contractor shall provide the Agency with detailed recommendations for improvements to mitigate identified internal threats consistent with the Agency's "moderate" level risk environment (defined in Section 2.2 below). In addition, the TO Contractor shall provide the Agency with a written report presenting the details, analysis, and findings supporting each conclusion and/or recommended action, and shall provide a briefing(s) of findings and recommendations to select Agency personnel. Both the written and oral reports, and the contents thereof, shall remain confidential and shall not be disclosed to any third party without the express written consent of the TO Manager.

The Agency is seeking one TO Contractor to perform all services and produce all deliverables requested in this TORFP.

### **2.2 REQUESTING AGENCY BACKGROUND**

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

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

- Effective communication with all retirement plan participants to inform and educate them about planning and preparing for all aspects of their future retirement;

- Accurate and timely payment of (1) retirement allowances to the MSRPS's retirees and their beneficiaries and (2) refunds to those who withdraw from the programs;
- Prudent investment of MSRPS assets in a well-diversified manner to optimize long-term returns while controlling risk; and,
- Efficient collection of required employer and member contributions necessary to fund the MSRPS.

The Agency has approximately 200 employees, all based in the single facility in Baltimore, Maryland with a small remote office in Annapolis, Maryland used for short periods only when staff are required to be in Annapolis. The value of the assets of the MSRPS is approximately \$37.5 billion as of June 30, 2011, making it one of the larger public retirement funds in the country.

The Agency is the custodian for a considerable volume of non-public personal information (NPPI) of both participants and retirees of the retirement and pension systems. NPPI is defined as any personally-identifiable information the Agency collects and stores, from employers, employees, and/or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, balances, and other information provided in confidence and related to retirement and pension programs administered by the Agency.

In addition, the Agency also retains Agency-confidential information. This information must remain controlled because it is critical to the operation of the Agency and can be damaging to the interests of the Agency if released beyond those with a need-to-know. Examples of Agency-confidential information include, but are not limited to: procurement information, passwords controlling electronic access to Agency resources, combinations to locks, access cards / devices controlling access to Agency premises, details of Agency investment strategies and funds manager performance evaluations, employee payroll and personnel records, Agency bank and investment account numbers, employee and vendor performance records, and confidential information related to legal actions.

Federal Information Processing Standards Publication 199 (FIPS PUB 199), "Standards for Security Categorization of Federal Information and Information Systems," issued by the National Institute on Standards and Technology (NIST), provides definitions for deciding the characteristics of a given environment, based upon which controls can be applied to mitigate the threats and potential impacts of information security events, appropriate to the environment's risk category. The Agency is considered in the "moderate" category of risk. Specifically, according to FIPS PUB 199, "moderate" is described as:

The loss of confidentiality, integrity, or availability could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals .... A serious adverse effect means that, for example, the loss of confidentiality, integrity, or availability might: (i) cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced; (ii) result in significant damage to organizational assets; (iii) result in significant financial loss; or (iv) result in significant harm to individuals that does not involve loss of life or serious life threatening injuries.

The Agency has designed and implemented its information security program commensurate with this "moderate" risk profile. This information security program incorporates policies, practices, and technology tools to create and enforce standards for secure Agency operation. All considered, the Agency believes, as a diligent custodian of NPPI and Agency-confidential information, that its security program can be improved.

The Agency operates its own Data Center at its Baltimore location. The Baltimore Data Center hosts the Agency's local area network of Intel-based servers, a storage area network, connections to the Internet (provided through the State's networkMaryland facility), the phone switch and other voice technology, information security protections, and other utilities needed to operate a data center. It has a raised floor, power management, fire suppression, and



supplemental cooling. The Agency also maintains a disaster recovery site co-located at the State's Annapolis Data Center.

All Agency-specific office areas require a code to enter from building public spaces, and in addition, certain areas (e.g., the Data Center) have further layers of access security. Before proceeding to visit the Agency from the building's main entrance lobby, building management (Manekin, LLC) requires all visitors to sign in at the building's front desk, which is staffed through Manekin. While physical security is excluded from the scope of this procurement, Manekin retains maintenance and custodial staff for the Agency's Baltimore office space who are subject to the Agency's information security policies; therefore, Manekin's Property Manager has been included on the interviewee list in Section 2.3 below.

This Scope of Work complements a separate procurement to conduct a penetration test of the Agency's vulnerabilities to external electronic penetration, both for its Baltimore Data Center and for its equipment in Annapolis. It is anticipated that penetration testing will address the threats posed to the Agency's security program and strategies from outside the organization, exclusive of "social engineering" and similar non-technology-based threats.

As described herein, the Agency is seeking the services of a Master Contractor to focus on the internal threats to information security (data handling and storage, "social engineering," use of personal electronic devices, document and file destruction, data leak protections, etc.), document existing components of the Agency's program that are appropriate to its risk profile, determine whether the Agency is complying with its policies and procedures, and recommend areas for improvement.

### **2.3 ROLES AND RESPONSIBILITIES**

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

- A. The Agency will provide the TO Contractor with the following:
  - 1. Access to all relevant policies, procedures, technology tools, configurations, access privileges, contact information, and any additional information necessary for the analysis and risk assessment to proceed as described in this TORFP;
  - 2. Access to facilities required to complete the services described in the TORFP. Access will include the ability to perform site inspections at the Agency's Baltimore Office, during and after the Agency's normal business hours, and to conduct interviews with building management personnel retained by Manekin - the property management company for this location. Facility access also includes on-site visits to the Agency's remote office suite in Annapolis, Maryland and to the Annapolis Data Center that houses the Agency's disaster recovery site / equipment;
  - 3. Assistance in coordinating interview schedules with pertinent Agency staff necessary to facilitate data collection activities. The Agency believes these interviews will be critical in the TO Contractor's acquisition of the source materials needed to review the Agency's existing policies, procedures, technology tools, access privileges, and configurations. Specifically, the Agency will make individuals available for interviews to ensure that the TO Contractor is given complete information from which to understand all facets of the Agency's information security program. This interview time will additionally allow TO Contractor personnel to explore the practicality or feasibility of options for any changes to information security strategies. To facilitate this aspect of the TORFP, the following individuals will be available to TO Contractor personnel:
    - EXECUTIVE:
      - Executive Director
    - ADMINISTRATION:
      - Deputy Administrators (2)
      - Director, Data Control

- Director, Benefits Administration
- OPERATIONS AND FINANCE:
  - Chief Operating Officer
  - Deputy Chief Operating Officer
  - Director Budget and Procurement
- INTERNAL AUDIT:
  - Chief Internal Auditor
- INFORMATION SYSTEMS:
  - Chief Information Systems Officer
  - Deputy Chief Information Systems Officer
  - Director, Information Systems Security and Quality Assurance (the TO Manager)
  - Director, Network Operations
  - Director, Production Operations
- INVESTMENTS:
  - Managing Director
  - Administration
  - Operations
- LEGAL:
  - Principle Council
- MANEKIN:
  - Property Manager

An organization chart of the Agency is available on the Agency's public Internet site, at [http://www.sra.maryland.gov/Agency/Downloads/Org\\_Chart.pdf](http://www.sra.maryland.gov/Agency/Downloads/Org_Chart.pdf).

4. Access to a TO Manager that will respond to other TO Contractor requests for either source materials or access.

- B. The TO Contractor shall perform all services and produce all deliverables described in this TORFP. In order to fulfill its obligations, the TO Contractor shall staff this project with personnel qualified throughout the TO Agreement's duration to meet all standards and perform all duties as set forth in this TORFP.

The parties to any TO Agreement issued pursuant to this TORFP are required to carefully safeguard any and all confidential information produced, provided and/or exchanged, which includes all communications – in any form. This requirement is addressed both in the text of this TORFP and in Attachments 10 and 11, and all contractor personnel assigned to work on this procurement, should it be awarded, shall be identified in Exhibit A to Attachment 11 and are required individually to sign a copy of Attachment 11 following award. In order to successfully accomplish this requirement, any and all written communications produced by the TO Contractor as a result of the TO Agreement shall be deemed confidential and shall be so labeled on every page of every document.

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

## 2.4 PROJECT BACKGROUND

The Agency's strategic business plan for the past several years, as approved by the Agency's Board of Trustees (BOT), in addition to its IT Master Plans, approved by the BOT and submitted to the State's Department of Information Technology, have included initiatives to effect incremental improvements to its information security program. These initiatives have aimed at better mitigating risks inherent in conducting the Agency's business,

described in Section 2.2 above. The Agency believes these modifications to its information security program are essential to carrying out the Agency's aforementioned missions. These modifications have included:

- Implementation of Agency policies and protocols that address access to and management of confidential information by staff, contractors, and the public;
- Training Agency staff on the aforementioned information security policies in an effort to further safeguard confidential information;
- Use of technology tools (e.g. data leak protection software, security information and event management software, and controls over use of USB ports) to monitor and enforce compliance with the above policies and protocols, and to analyze electronic activity within the Agency's computing environment to identify and respond to internal and external threats to the Agency's information systems and confidential information therein; and,
- Minimizing the number and extent of exchanges of sensitive information with business partners (e.g. insurance vendors, auditors, actuaries, PGUs, and financial institutions), implementing software utility programs capable of protecting exchanged content, and monitoring the required exchanges to ensure that such transfers are conducted between authorized personnel in a secure manner.

In addition, the Agency retained various contractors to provide security related services, including:

- Agency-wide Risk Assessment – contract to prioritize the Agency's overall risks and its risk management capabilities, with recommendations for improvement and sustainability (awarded to Deloitte Development LLC in 2005)
- CATS Project #G20P6200114 – contract to provide initial security services related to development of the Maryland Pension Administration System (MPAS (awarded to Turiss Consulting in 2006)
- Purchase Order #G20P7200020 – Network Security Vulnerability and Risk Assessment – contract for information technology consulting services (awarded to The Canton Group in 2006)
- CATS Project # G20P900091 – MPAS Certification and Accreditation / Security Assessment Services – an itemized task assignment, conducted under the MPAS-1 Quality Assurance and Testing contract (awarded to L3 Communications, and performed by Engility Corporation, in 2010)
- CATS II TORFP #G20B9200020 – External Network and Application Security Testing – recently issued.

The Agency now seeks to update its internal conformance to "industry" standards and further refine its information security program, and it is issuing this procurement to obtain objective recommendations toward achieving that end. Specifically, the Agency has issued this TORFP to retain the services of a Master Contractor to focus on the internal threats to the Agency's information security system and to document existing components of the Agency's information security program that are appropriate to its risk profile, determine whether the Agency is complying with its policies and procedures, and recommend areas for improvement.

## **2.5 REQUIREMENTS**

The TO Contractor shall perform the following tasks in its review of the Agency's information security program with a focus on internal risks to data, data integrity, data availability, and other potential internal information security risks:

1. The TO Contractor shall review and evaluate the Agency's information security program, and, at a minimum, shall determine the applicability, capability, and suitability (for a "moderate" category risk environment) of existing:
  - a. Policies and procedures in place, including how Agency policies comply with State-level policies and directives related to information security,
  - b. Security-related operating procedures in use throughout the Agency, which implement the policies referenced in 1.a above,
  - c. Practices related to mobile devices, both Agency-owned and non-Agency devices, and other devices (e.g. copiers and multifunction printers) with the capacity to retain data,
  - d. Agency responsibility to communicate security-related policies and procedures, including staff response protocols, ongoing training, and security awareness strategies,

- e. Practices in requesting, granting, and managing access privileges, in addition to how the Agency maintains security of confidential documentation electronically or in print form.
  - f. Terms and conditions placed in vendor contracts that specify and enforce compliance with the Agency's information security program, and impose incident identification and response requirements on contractors, appropriate to the risks inherent in the contracted scope of services,
  - g. Technology tools in place and functional features actively in use at the Agency to support its information security program,
  - h. Metrics used to monitor security-related compliance by the organization and its staff,
  - i. Documentation to capture, and support review of, information security related activity,
  - j. Agency capabilities to detect and respond to data security incidents, e.g., data leaks, deliberate system abuse / fraud, malware infections, or similar types of incidents;
2. The TO Contractor shall review and evaluate the Agency's staff compliance in support of the information security program; and
  3. The TO Contractor shall assess the staffing levels in place to implement and monitor the Agency's compliance with its information security program.

The TO Contractor shall prepare a report containing its findings and recommendations, in draft and final format, which it shall present to the Agency in writing. The deliverables are further described in Section 2.6 below. At a date and time shortly following submission of the report containing findings and recommendations (see Deliverable 2.6.2.3 below), the TO Contractor shall orally present its findings and recommendations to members of the Agency's Senior Staff. The TO Contractor shall also orally present its findings and recommendations to the MSRPS BOT in closed session, and respond at that time to questions from individual Trustees. These two oral presentations are included in Deliverable 2.6.2.3 described in Section 2.6.2 below.

## **2.6 DELIVERABLES**

### **2.6.1 DELIVERABLE SUBMISSION PROCESS**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000/2003/2010, Microsoft Project 2000 and/or Visio 2000. All deliverables – both draft and final- must be labeled "CONFIDENTIAL" in watermark across the cover page, and in bold centered footer on each subsequent page of the deliverable. In addition, each electronic file produced and delivered to the Agency pursuant to this TORFP must be encrypted and password-protected. All contents of each deliverable shall be deemed confidential in nature.

A draft of any final deliverable must be received by the TO Manager at least ten business days in advance of when the final deliverable is due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft 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;
- Shall be organized in a manner that presents a logical flow of the deliverable's content;
- Shall represent factual information reasonably expected to have been known at the time of submittal;
- Shall present information that is relevant to the Section of the deliverable being discussed; and,
- Shall 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 TO Contractor shall document each deliverable, draft or final, and transmit it in written form to the TO Manager for acceptance. The TO Contractor shall document such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable to determine whether the deliverable is (1) complete and (2) meets the requirements stated in the TORFP. Upon completion of the review process, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverable(s) in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies of a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Such conditional approval does not constitute a waiver of any rights or entitlements by the Agency pursuant to the TO Agreement nor does it serve to modify the requirements for services and deliverables as set forth in this TORFP. Once the deficiencies have been corrected by the TO Contractor and the unsatisfactory components of the deliverable have been resolved to the satisfaction of the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and:

- A) Shall be presented in a format appropriate for the subject matter and depth of discussion;
- B) Shall be organized in a manner that presents a logical flow of the deliverable’s content;
- C) Shall represent factual information reasonably expected to have been known at the time of submittal; and,
- D) Shall present information that is relevant to the Section of the deliverable being discussed.

The required deliverables are defined below.

**2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

In its proposal, the TO Contractor shall propose the timing of each of the deliverables listed below, in terms of the number of weeks following contract initiation. Proposed timing must include any assumptions made by the TO Contractor for Agency review of draft deliverables (prior to submission of final deliverables), and shall incorporate one (1) week following delivery of each final deliverable for any presentation to the Agency of the contents of such deliverable.

The TO Contractor shall for purposes of its proposal, and specifically for purposes of its workload planning for each deliverable, presume that the Agency will require a presentation for every deliverable described below and provide for at least one presentation for each deliverable in planned work hours in the Project Plan. After review of each deliverable the Agency will notify the TO Contractor if such a presentation is actually desired. The notice will include details as to the format any such presentation shall take.

ID #	Deliverable Description	Acceptance Criteria
2.6.2.1	Detailed Project Management Plan and Schedule	The plan must outline the resources, staffing plan, approach, and methodology the TO Contractor will use to conduct the required information security program assessments and to formulate comprehensive security recommendations. The project plan must include a detailed description of the tools/equipment and methodology to be employed in the completion of services requested in this TORFP. Deliverable 2.6.2.1 shall also propose a project schedule providing timelines and milestones, detailing event sequencing that explains work details and the date/time and duration estimates, and a list of participating team members. If the TO Contractor anticipates that it will require any

		Agency resources to complete the services and produce the deliverables required by this TORFP, this information must be stated in the project plan.
2.6.2.2	Internal Information Security Risk Assessment Results — Report of Findings	Complete written documentation (electronic format preferred) of all information collected from the risk assessment, including findings discovered while conducting the initial research into the current state of the Agency’s information security program and the organization’s and staff’s program compliance. The findings must include a detailed description of all existing security program components found to be in place at the Agency, as listed in Section 2.5.1 above. This will enable the Agency to better ensure that subsequent analyses, conclusions, and recommendations by the TO Contractor are based on complete and accurate information.
2.6.2.3	Analysis, Conclusions, Recommendations, and Presentation of the Information Security Assessment	Written (electronic format preferred) analysis of the findings and conclusions drawn from the assessment of the Agency’s information security program including execution by Agency personnel, and recommendations to improve the Agency’s information security program appropriate to a “moderate” risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. The report must conform to the qualitative criteria for deliverables stated in Section 2.6.1 above. Following the report’s acceptance by the Agency, the TO Contractor shall present the report to Agency senior management and the MSRPS Board of Trustees.

At a minimum, each TO Contractor’s plan, findings, and conclusions must present descriptions of Agency programs and operations that demonstrate that the TO Contractor has discovered:

1. The components, manageability, and maintainability of the Agency’s information security program, including State and Agency security-related policies in use;
2. Activities that comprise how the Agency has implemented and is engaged in managing the information security program;
3. Controls (electronic and operational) in place at the Agency to support the directives of the information security program, along with how often these controls are assessed internally by Agency personnel;
4. The quantity and skills of people engaged in supporting the Agency’s information security program, and where they are situated within the organization’s hierarchy;
5. Existing personnel-related recruiting (including background checks), orientation, training, and ongoing security awareness and re-validation programs supporting the Agency’s information security goals and objectives;
6. Employee behavior that relates to information security policy compliance, as evidenced by:

- a. Adherence to a “clean desk” policy, wherein confidential information is maintained out of sight at workplaces when not actively in use, along with staff procedures for storing and accessing confidential information,
  - b. Monitoring of media containing confidential documents and files,
  - c. A disciplined regimen of destroying confidential documents and files that are no longer needed, and
  - d. Compliance with security-related requirements such as displaying valid ID badges, challenging unidentified personnel in the facility, etc.;
7. Requirements and evidence of compliance levels in incorporating information security related terms and conditions into contracts with vendors, where confidential information might be at risk of compromise in the performance of the contract;
  8. Change management structures and procedures to detect unauthorized data or software modifications, incorporating separation-of-duties principles;
  9. Tools and practices used by the Agency in exchanging confidential information with third parties, such as PGUs, insurance vendors, auditors, actuaries, and others;
  10. Tools and practices used by the Agency to monitor electronic activity within the Agency’s networked computing environment, and what is currently done and at what frequency to apply these tools to safeguard storage and access of information assets within the Agency;
  11. Incident response practices to monitor, report, and remediate incidents, such as, including but not limited to, malware infections, lost equipment, data loss, fraud, and deliberate system misuse;
  12. Performance metrics in use to track and report on information security related activities within the Agency and to appropriate management and governance levels; and,
  13. Organized programs to contract with outside parties to periodically validate the effectiveness of Agency information security protections.

Based on these and other findings, the TO Contractor will proceed with its analyses, subsequently drawing conclusions and formulating recommendations. The Agency specifically does not intend to influence the independence of the TO Contractor’s analyses, conclusions, and recommendations; rather, the purpose of Deliverable 2.6.2.2 is to ensure, to the greatest extent possible, that the TO Contractor has a total, accurate picture of the facts before forming opinions.

## **2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor must comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects in Maryland, which are subject to periodic modification and expansion by the State or the Agency. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. A sampling of such policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” A TO Contractor must pay special attention to the following:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

The Project Management Institute’s Project Management Body of Knowledge Guide shall be used by Master Contractors in the development of their project management methodologies. The TO Contractor, including its staff and any sub-contractors assigned to this TO Agreement, must follow a consistent methodology for all TO activities as described in the TO Proposal.

All TO Contractor personnel, while on-site at either Agency location or when representing the Agency pursuant to this TORFP, must adhere to all Agency policies, guidelines, dress codes, and other standards placed on Agency personnel. These standards will be provided to the TO Contractor prior to the start of work under the TO

Agreement. The Agency reserves the right to modify, add to, or delete any of such standards at any time during the course of the TO Agreement.

The Agency is the custodian of a considerable volume of NPPI of participants (members, former members, or retirees / beneficiaries) of the MSRPS. NPPI is defined as any personally-identifiable information the Agency collects and stores, including information submitted from employers, employees, participants, and retirees, which is not available to the general public.

Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, account balances (including service credit and contributions/interest), and all other information provided in confidence and related to retirement and pension programs administered by the Agency. In addition, the fact that an individual is a participant of an Agency-administered System or program is in itself considered NPPI.

The nature of the proposed TO Agreement will necessarily expose the TO Contractor's personnel to considerable NPPI, in addition to Agency-confidential information (e.g., procurement information, combinations to locks, access cards / devices controlling access to SRA premises, details of Agency investment information, and employee records). The TO Contractor must carefully and affirmatively protect the confidentiality of all such information, at a minimum following any and all industry standards in addition to those specifically set forth in this TORFP.

Although the TO Contractor will be exposed to existing Agency confidential information in the conduct of any procurement that results from issuance of this TORFP, and some of this information may be related to procurement processes in general, this exposure is considered incidental to the conduct of the subject risk assessment, and consequently will preclude the successful bidder from conducting subsequent task assignments or engagements with the Agency.

The TO Contractor, and its employees, agents and subcontractors, will be required to attest that they understand that the Agency retains NPPI and Agency-defined confidential information (together Confidential Information). Confidential Information includes any and all information provided by or made available by the State and/or Agency to the TO Contractor, or discovered in the conduct of the risk assessment, 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 Agency agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the Agency in relation to the TO Agreement, or any and all information produced as a result of executing the Scope of Work set forth in this TORFP.

All such Confidential Information shall be protected by the TO Contractor, and individually protected by its employees, agents, and subcontractors, at all times. At no time shall any Confidential Information be removed, in any format, including but not limited to remote electronic access, from the Agency's premises except as specifically approved in writing by the Agency's TO Manager on a case-by-case basis. In addition, Confidential Information must be protected at all times when on-site at the Agency. This requirement is further set forth in Attachments 10 and 11 of this TORFP. If there are any inconsistencies between this Section 2.7 of this TORFP and the attached Non-disclosure Agreements, Attachments 10 and 11, the terms of this Section 2.7 shall control.

Notwithstanding any other terms or conditions set forth in this TORFP, the following provisions shall apply:

- A. At the discretion of the Agency, any breach of confidentiality is cause for immediate termination of the TO Agreement with the TO Contractor.
- B. The Agency shall determine what Agency-related information falls within the definition of Confidential Information. Absent specific guidance from the Agency to the contrary, any and all information that the TO Contractor is exposed to during the course of the TO Agreement must be treated by the TO Contractor as Confidential Information. The TO Contractor shall have policies and procedures in place to ensure the confidentiality of such information.



- C. The TO Contractor shall perform a criminal background check on all of its employees, personnel, and subcontractors who have any access to Confidential Information. All persons assigned to this TO Agreement by the TO Contractor must not have been convicted of a felony.
- D. The TO Contractor shall provide for the physical and electronic security of Confidential Information at all times that such information is under the TO Contractor's control, and the TO Contractor must be able to determine any breach of Confidential Information.
  - 1. The TO Contractor shall in its Technical Proposal disclose to the Agency what safeguards it has in place to secure Confidential Information. The Agency does not intend to compromise the TO Contractor's own confidential or proprietary information with this requirement; however, the TO Agreement will not be awarded to a Master Contractor that does not have sufficient safeguards, or whose safeguards are not apparent to the Agency after reading the TO Proposal, to satisfy the Agency's security concerns and requirements.
  - 2. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the TO Agreement, which includes the right to review TO Contractor audits, summaries of test results, or other equivalent evaluations.
  - 3. The TO Contractor shall not make copies of any Agency-supplied Confidential Information, or any Confidential Information created as a result of work conducted under this TO Agreement, except as required for back-up or redundancy, and shall destroy or return to the Agency any such information that is no longer necessary for the TO Contractor to fulfill its obligations pursuant to the TO Agreement. In no event shall any data in the possession of the TO Contractor (as a result of this TORFP) survive the end of the TO Agreement, and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
- E. Where prior written consent to subcontract is granted by the Agency, the TO Contractor remains responsible for ensuring that each subcontractor agrees to provide at least equivalent safeguards of Confidential Information to those of the TO Contractor. The TO Contractor must obtain Agency approval of these subcontractor safeguards prior to commencement of work by any subcontractor in relation to this TORFP. Notwithstanding any subcontract, it remains the TO Contractor's responsibility to the Agency to safeguard all Confidential Information.
- F. The TO Contractor shall immediately notify the Agency TO Manager (contact information to be provided by the Agency) and the Agency's Help Desk (410-625-5559), and provide available details by telephone, with confirmation in writing, in the event of a breach or potential breach of Confidential Information.
  - 1. The TO Contractor shall promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's Confidential Information and shall remain in frequent, regular contact with the Agency regarding the incident.
  - 2. The TO Contractor shall take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.
- G. TO Contractor personnel shall not connect non-Agency hardware to the Agency's computing resources without prior written approval by the Agency's TO Manager; if approved, the TO Contractor is required to provide protections equivalent to the Agency's protection of its own hardware.
- H. Terms related to confidentiality provisions shall survive the termination of the TO Agreement issued pursuant to this TORFP.

## **2.8 TO CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED**

The Master Contractor must provide documentation that demonstrates it has the expertise and experience necessary to perform the services and provide the deliverables requested in this TORFP. Specifically, the Master Contractor's technical proposal must include the following:

- A. Detailed Staffing Plan. For the dual purposes of project efficiency and limitation of risk exposure, the Master Contractor shall propose the minimum number of persons necessary to satisfactorily perform the services requested in this TORFP, including all requirements set forth in this Section 2 - Scope of Work. All persons who will be assigned to work under the TO Agreement must be identified by name, and their individual credentials must be submitted to the Agency in the Master Contractor's Technical Proposal (see Attachment 5 and Section 3.2.1 of this TORFP). At a minimum, the Master Contractor must provide a resume and any additional documentation including, if applicable, proper certification as described herein, for each proposed individual. During the evaluation of the technical proposal, the Agency will review the credentials of the proposed personnel. In the event that any individual proposed is not acceptable to the Agency, which will occur if the Agency determines that such individual does not meet the minimum qualifications required and set forth in Section 2.9 below, notice will be provided to the Master Contractor and the Master Contractor will be deemed not susceptible of award. After award of the TO Agreement, if it becomes necessary to replace an individual assigned to work on the TO Agreement, the TO Contractor shall provide at least 10 business days' notice of any proposed substitution of personnel to the TO Manager. The credentials of the proposed substitute must be equivalent or superior to the incumbent. The TO Manager must approve the substitution prior to the individual commencing work under the TO Agreement.
- B. Designation of Key Personnel. A Master Contractor may designate in its TO Proposal individuals as "Key Personnel." Those individuals designated as Key Personnel are persons whose credentials are critical, in the Master Contractor's opinion, to the ongoing success of the TO Agreement. The Agency will review the credentials of a Master Contractor's proposed Key Personnel, and will give additional consideration to such individuals in its review of technical proposals. For example, if all things are otherwise equal in two technical proposals, the Master Contractor that has proposed Key Personnel whose credentials are deemed superior in the sole discretion of the Agency may be determined to have a better technical proposal. After award of the TO Agreement, a TO Contractor that seeks to remove and substitute an individual previously designated as Key Personnel must provide the TO Manager at least 10 business days' advance written notice of the proposed substitution. TO Contractor must include in its notice of proposed substitution the detailed credentials of any intended substitute, and the TO Contractor has the burden of proving/demonstrating that the credentials of the proposed substitute are equivalent or superior to the incumbent. The Agency reserves the right to interview, and to accept or reject, the proposed substitute personnel. Key Personnel shall not be removed from the TO Agreement without the prior approval, in writing if practicable, of the Agency's TO Manager.
- C. Commitment to Training of TO Contractor Personnel Assigned to the TO Agreement. The TO Contractor shall provide training for substitute personnel in both the technical and business requirements of this TORFP, at the TO Contractor's own time and expense. This training must result in a substitute that is immediately capable of functioning as a productive member of the TO Contractor's project team. By signing the TO Agreement, the TO Contractor shall be bound by this provision.

All TO Contractor personnel shall be required to complete any and all paperwork deemed necessary by the Agency for security access to both the Agency's physical facility and computing resources. Refusal by any person assigned to the TO Agreement shall constitute immediate grounds for default by the TO Contractor. All TO Contractor personnel will be required to wear a badge, within plain sight identifying them by their name and the TO Contractor's name, at all times while on Agency premises.

## **2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The TO Contractor shall demonstrate in its technical proposal that it meets all minimum qualifications stated in this TORFP and is capable of furnishing all services and producing high quality deliverables required to successfully complete/accomplish the purpose of the TO Agreement. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms or individual subcontractors in order to perform as required. Specifically, the TO Contractor shall meet the minimum requirements that follow:

1. The TO Contractor shall provide references that demonstrate that the TO Contractor, or its designated subcontractor, successfully conducted within the past three (3) years at least two (2) information security risk or information security program assessments in mid-to-large sized organizations (100 to 2000 employees) whose risk profile conforms to the definition of a “moderate” category, presented in Section 2.2 above, such as an assessment for a client in the financial services, payroll management, insurance, investment management, or pension / retirement services industries.
2. In addition, the TO Contractor, or its subcontractor, must provide references that demonstrate that the TO Contractor successfully conducted at least two (2) information security risk or information security program assessments in mid-to-large sized organizations whose risk profile conforms to the definition of a “high” category (where a security incident could result in significant harm to individuals involving loss of life or serious life threatening injuries), such as an assessment for a client in the military or air transportation sectors. Each reference provided must include the following information: client name; contact person and his/her telephone, mailing address, and email address; brief description of service provided; and, the year(s) when the service was provided. In the Technical Proposal, the Master Contractor must describe how an assessment involving a “moderate” profile organization differs from an assessment involving a “high” profile organization.
3. The TO Contractor shall propose at least one (1) team member possessing current certification as a Certified Information Security Manager (CISM), Certified Information Systems Auditor (CISA), Certified Information Systems Security Professional (CISSP), GIAC Security Expert (GSE), or a similar professional certification that has been pre-approved by the Agency, in writing, for submission as part of a Master Contractor’s Technical Proposal. Please note that pre-approval must be requested by a Master Contractor in writing prior to the due date for submission of a TO Proposal.
4. In addition, the TO Contractor shall propose at least one (1) team member (who may be the same individual with the aforementioned certification) with excellent written and oral communication skills, including presentation skills capable of producing clear and concise content required by Section 2.6 above. These written and presentation skills must be evidenced by experiences delineated on resumes submitted in the Technical Proposal and/or through the oral presentations, if the TO Contractor is selected to advance to that stage of the procurement process.
5. The TO Contractor shall have, at a minimum, one (1) team member whose resume reflects at least three (3) years’ experience conducting information security risk or information security program assessments in mid-to-large sized organizations, whose risk profile conforms to the definition of a “moderate” category (e.g., financial services industry client), presented in Section 2.2 above. Such assessments must have focused on inside threat weaknesses within an organization, including the analysis of security-related policies and procedures, electronic tools, and controls present to protect against such threats.
6. The Master Contractor must propose team members that collectively meet the following requirement, and whose resumes reflect same: conducted a minimum of two (2) security risk or program assessments within the past three (3) years involving “moderate” profile clients whose business operations involve considerable handling of Confidential Information as described in Section 2.7 above.
7. Resumes of Key Personnel who will be assigned to perform the assessments must indicate past experience in performing information systems security program assessments and communicating / presenting analyses, conclusions, and recommendations as defined in paragraph 2 above.

## **2.10 RETAINAGE**

There will be no retainage on the TO Agreement issued pursuant to this TORFP, if any.

## **2.11 INVOICING**

Payments will only be made upon completion and acceptance of deliverables as stated in Section 2.6, and in two stages as presented in Attachment 1 – Price Proposal. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper 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 copy of a signed Agency Acceptance of Deliverable form, Attachment 9, is not submitted with the invoice. The TO Contractor shall submit invoices for payment on or before the 15<sup>th</sup> day of the month following receipt of the approved Agency Acceptance of Deliverable Form signed by the TO Manager.

### **2.11.1 INVOICE SUBMISSION PROCEDURE**

The proper invoice submission procedure consists of the following requirements and steps:

- A) A proper invoice must include: identification of the Maryland State Retirement Agency as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a contact person to be called by the Agency, if needed, to resolve any and all billing issues on the part of the TO Contractor, and his or her title and direct telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (such as, itemized billing reference for employees and any subcontractor, and a signed Acceptance of Deliverable form for each deliverable being invoiced) submitted for payment to the Agency at the following address: Maryland State Retirement Agency, 120 E. Baltimore Street, Attention: Mr. David S. Toft, Sr., Baltimore, MD 21202.
- C) Invoice(s) for final payment shall be clearly marked as “FINAL” and may be 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.

## **2.12 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Agency at the same time an invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Agency. The Agency 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 II 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 Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS II 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 II TORFP. A TO Proposal shall contain the following sections in the order stated below:

#### **3.2.1 TECHNICAL PROPOSAL**

##### **A) Proposed Services**

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives and requirements of the TORFP.
- 2) **Proposed Solution:** A detailed description of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables. The Master Contractor must include a detailed description of any tasks to be performed by State or third party (including subcontractors) personnel.
- 3) **Proposed Work Breakdown Structure (WBS):** A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS must also include tasks to be performed by State or third parties, if applicable. This Proposed WBS will be revised in the early stages of this TO Assignment by mutual agreement between the Agency and the Master Contractor, and the Detailed Project Plan deliverable 2.6.2.1 will capture the final WBS version.
- 4) **Proposed Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work, including tasks to be performed by the State and any third party, if applicable. The final schedule will be incorporated by the TO Contractor into the Detailed Project Plan, and submitted as a component of Deliverable 2.6.2.1, after the TO Contractor has the opportunity to develop realistic time frames for each task, milestone, and deliverable – after a review of the planned schedule with the Agency's TO Manager following contract award.
- 5) **Contractor Performance Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Each Master Contractor must include, in its Technical Proposal, a description of strategies it will implement to mitigate project risks.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors must avoid assumptions that counter or constitute exceptions to TORFP terms and conditions. Exceptions to the TORFP or the proposed TO

Agreement, including any attachment or exhibit thereto, may cause the Master Contractor to be deemed not susceptible of award.

- 7) Proposed Tools: A description of any tools, e.g. hardware and/or software applications, that will be used to facilitate the work.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. Each resume must feature prominently the proposed individual's skills and experience as they relate to the requirements set forth in Section 2 – Scope of Work.

NOTE: In addition, for each proposed individual, the proposal must identify whether that individual is currently employed by the Master Contractor or any proposed subcontractor, and if not, details of any prior contracts on which the proposed individual has worked on projects with the Master Contractor or proposed subcontractors.

- 2) Certification that proposed personnel meet the minimum required qualifications and possess the required experience and certifications in accordance with Section 2.9.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise (1) the TO Contractor's personnel and (2) the quality of services rendered and deliverables produced under this TOA.
- 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary with the TO Proposal. If the TO Contractor is unable to obtain a signature on any proposed personnel's resume, prior to submitting a TO Proposal to the Agency, the Agency will accept a signed copy at the time of oral presentations- if the Master Contractor is selected to proceed to the oral presentation stage of proposal evaluation.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Examples of Comparable Projects: Provide at least two (2) examples of projects or contracts the Master Contractor has completed that were comparable to the tasks, services, and deliverables stated in this TORFP, with specific focus on the provisions of Section 2 - Scope of Work. Each example will serve as a reference, and the Agency may contact all or any of the persons associated with the project example, and, as such, the example must include contact information for the client organization complete with the following:

- a) Name of organization
- b) Point of contact- including, name, title, and telephone number
- c) Services provided as they relate to Section 2 - Scope of Work
- d) Start and end dates for each example project or agreement / contract. If the Master Contractor is no longer providing the services, explain the reason that it is no longer providing the service(s).

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts and agreements it currently holds, or has held within the past five years, with any entity

of the State of Maryland. For each identified contract/ agreement, the Master Contractor shall provide:

- a) Name of organization
- b) Point of contact- including, name, title, and telephone number
- c) Services provided as they relate to Section 2 - Scope of Work
- d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain the reason that it is no longer providing the service(s)
- e) Dollar value of the contract
- f) Whether the contract was terminated before the original expiration date
- g) Whether any renewal options were not exercised.

NOTE: State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed when not on-site at the Agency.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel and proposed use of State resources.

H) 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 FINANCIAL RESPONSE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Proposal);
- B) Attachment 1 - Completed Price Proposal. The contract resulting from this TORFP will be firm fixed price. The Master Contractor's Price Proposal shall set forth pricing and invoicing in two stages based on the Deliverables noted in Section 2.6 of this TORFP.

## SECTION 4 – TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

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

### 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Technical evaluation criteria will include an assessment of the quality of Master Contractor proposal responses to Sections 3.2.1.

- A. Master Contractor's Technical Proposal. The Master Contractor's Technical Response to TORFP Requirements, which must demonstrate that the Master Contractor has a firm understanding of all requirements set forth in Section 2 - Scope of Work. The Agency will review and evaluate the technical skills and breadth of experience of proposed personnel to determine if the team proposed by the Master Contractor is likely to satisfactorily perform services and timely complete quality deliverables outlined in Section 2.6. The Agency must also review the technical proposals and determine if the Master Contractor has met the minimum qualifications outlined in Section 2.9 of this TORFP. Specifically, the Agency will pay close attention to the details in the TO Proposal surrounding the following:
1. Master Contractor's Staffing Plan. The Agency will review all proposals – including provisions related to the Master Contractor's Staffing Plan, Personnel Qualifications, and Professional Experience, including the resumes and capabilities of "Key Personnel" and other staff to be assigned to this TO Agreement. Additional weight will be given to the credentials of individuals designated as "Key Personnel" in the Master Contractor's TO Proposal.
  2. Credentials and Experience. Experience of the proposed personnel, as demonstrated by candidate resumes and references, to perform the services as defined in Section 2.5 and in accordance with minimum qualifications in Sections 2.8 and 2.9. If a Master Contractor proposes more than one (1) individual with credentials described in Section 2.9 Item 5 of this TORFP, then the Agency may deem that technical proposal superior to others that are otherwise equal. The Agency prefers that the proposed personnel to be assigned to the TO Agreement shall be employees of the Master Contractor or proposed subcontractors, with the limited exception for individuals that have had direct and substantial previous work experience with the Master Contractor or a proposed subcontractor. The Agency's evaluation of the Master Contractor's TO Proposal will be based, in part, on past experience of the proposed personnel having worked together as a team. The Master Contractor must be able to assert in its proposal that it is confident in the credentials of the proposed personnel, the ability of such personnel to maintain confidentiality of Agency information, and the capability of such personnel in all respects to perform fully the TO Agreement requirements. Master Contractors must disclose in the TO Technical Proposal which of the proposed personnel are employees of the Master Contractor or its Subcontractor(s), which are non-employees, and which non-employees (if any) have specifically worked with the Master Contractor or Subcontractors in the past. All such relationships must be substantiated in the Master Contractor's TO Proposal. In evaluating technical proposals, preference will be given to client references in the local, state, or federal government sectors.
- B. Master Contractor's Experience and Capability. Experience and demonstrated ability of the Master Contractor and the proposed Subcontractor(s), if any, in performing substantially similar services and providing comparable deliverables as required by this TORFP. The Master Contractor may demonstrate its experience and capabilities through references that indicate the Master Contractor is able to provide both written and oral presentations of findings and recommendations to its clients. The quality of a Master



Contractor's TO Technical Proposal submission, in addition to the quality of any oral presentation requested by the Agency prior to award of any TO Agreement, will be considered indicative of the Master Contractor's ability to convey information and present findings and recommendations to the Agency. A Master Contractor should be prepared to make an oral presentation and/or participate in discussions within two to four weeks of the closing date for receipt of proposals as stated in this TORFP. The TO Procurement Officer will contact Master Contractors when the schedule for such presentations is set by the Agency. The Agency reserves the right to award the TO Agreement based solely on the TO Proposals received, which shall include the oral presentation/interview described in Section 1.4 of the TORFP, but without further discussions. This determination shall be based solely on the best interest of the Agency or State.

- C. Master Contractor's Financial Capability. A Master Contractor shall provide evidence that it has the financial capability to provide the services and deliverables required by this TORFP. For example, a Master Contractor may submit copies of year-end abbreviated Profit and Loss (P & L) and Balance sheets for the last two (2) years. Additional or alternative financial statements may be provided; however, any documentation submitted to satisfy this requirement must be for the entity proposing to provide the services under this RFP and not for any prospective owners, parent companies, or other entity not directly involved in the performance of the TO Agreement.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8, compliance with the TO Contractor minimum qualifications in Section 2.9, and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible of award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The TO Proposal, considering both technical and price submissions, that is deemed most advantageous to the Agency shall be selected for award of the TOA. In light of the highly technical and sensitive work to be performed as a result of this TORFP, technical credentials (including both (1) technical ability to perform the assessment and (2) experience in comparable-risk business environments) will be given greater weight than price in the Agency's award decision.

### **4.4 COMMENCEMENT OF WORK UNDER A TOA**

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

# ATTACHMENT 1 – PRICE PROPOSAL FORM

## PRICE PROPOSAL FOR CATS II TORFP # G20B2400006

Identification	Deliverable	Proposed Firm Fixed Price
2.6.2.1 and 2.6.2.2	Detailed Project Management Plan and Schedule, and Internal Information Security Risk Assessment Results - Report of Findings	
2.6.2.3	Analysis, Conclusions, Recommendations, and Presentation of the Information Security Assessment	
<b>Total Proposed Fixed Price</b>		

\_\_\_\_\_

Authorized Individual Name

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

**CATS II TORFP # G20B2400006**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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 15<sup>th</sup> 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. G20B2400006, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_ percent and, if specified in the TORFP, sub-goals of \_\_\_ percent for MBEs classified as African American-owned and \_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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.

2. 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.
3. 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.
4. 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.

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.

5. 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.

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

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO 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 G20B2400006	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
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

<b>TOTAL MBE PARTICIPATION:</b>	%
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	%
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	%

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**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	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# 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 # G20B2400006, 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.
  
5.  Offeror did/did not attend the pre-proposal conference  
  
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

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



**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. G20B2400006, 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):

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- 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): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP # G20B2400006 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:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$ _____</b>			

\*\*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:**

TO MANAGER, David S.Toft SR. , CISSP Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us	TO PROCUREMENT OFFICER, Cathie L. Nash, CPPB Maryland State Retirement Agency 120 E. Baltimore Street RM 1406 Baltimore, MD 21202 cnash@sra.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): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP # G20B2400006 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: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  Total Dollars Paid: \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

TO MANAGER, David S.Toft SR. , CISSP Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us	TO PROCUREMENT OFFICER, Cathie L. Nash, CPPB Maryland State Retirement Agency 120 E. Baltimore Street RM 1406 Baltimore, MD 21202 cnash@sra.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# G20B2400006 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2012 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland State Retirement Agency.

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 Maryland State Retirement Agency., as identified in the CATS II TORFP # G20B2400006.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # G20B2400006, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Cathie L. Nash. 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 Maryland State Retirement Agency and TO Contractor.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means David S. Toft SR. 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 II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II 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 II 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 II 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, 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 II 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 II 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 \_\_\_\_\_. 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, MARYLAND STATE RETIREMENT AGENCY.

\_\_\_\_\_  
By: Cathie L. Nash, 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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II 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. This summary is required at the time of the interview/oral presentation.

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?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

**Contractor’s Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE ORAL PRESENTATION

## ATTACHMENT 6 – DIRECTIONS

### TO THE PRE-TO PROPOSAL CONFERENCE

The State Retirement Agency of Maryland is located in the SunTrust Building  
120 E. Baltimore Street Baltimore, MD 21202-6700.

#### **Contractors' Parking**

The State Retirement Agency is located in the SunTrust Building at the corner of Baltimore and Calvert Streets. We are convenient to the Metro Subway and the Light Rail. Parking at your own expense is available in the SunTrust Building, as well as in numerous other garages in the area.

The hourly rates for the Sun Trust Building garage are:

0 to ½ hour	\$8
½ hour to 1 hour	\$11
1 hour to 1½ hours	\$16
1½ hours to 2 hours	\$22
2 hours to closing	\$22(max)

(Parking Garage prices subject to change without notice)

The entrance to the garage is on Calvert Street. If you park in the SunTrust Building garage, enter the garage elevator and proceed to the building lobby which is designated as floor '1'. Once in the lobby Contractor's will be required to sign in and then proceed to the 16<sup>th</sup> floor.

#### **Coming from the north:**

- Take I83 S toward Baltimore
- Turn right on Fayette St. via Exit 1
- Turn left onto St. Paul St.
- Turn left onto E. Baltimore St.
- SunTrust building is at corner of E. Baltimore and Calvert Streets

#### **Coming from the south:**

- Take I95 N toward Baltimore
- Take I395 N via Exit 53 toward downtown
- Follow signs to I395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)

- SunTrust building is at corner of Calvert and E. Baltimore Streets

**Coming from the Eastern Shore:**

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

**Coming from the west:**

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

**The entrance to the garage is located on Calvert Street.** All parking fees are the responsibility of the Contractor. The Maryland State Retirement Agency will not pay for any parking fees. **Parking may also be available on the street in front of the SunTrust Building. SRA is located in the Sun Trust building on 120 E. Baltimore, 16<sup>th</sup> Floor, Baltimore, MD 21202. All visitors to the building MUST sign in at the front desk before proceeding to MSRA.**

**Please send an email with the number of attendees to the procurement office ([procurement@sra.state.md.us](mailto:procurement@sra.state.md.us)) by 2:00 PM on December 1, 2011. If special accommodations are required please notify SRA immediately so that we can make any necessary AND REASONABLE arrangements. SRA will NOT reimburse vendors for their travel time, parking, or other expenses.**

## **ATTACHMENT 7 – NOTICE TO PROCEED**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #G20B2400006

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 TO Requesting Agency 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,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Internal Information Security Risk Assessment

TO Agreement Number: # G20B2400006

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: David S. Toft SR.

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.5 OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Retirement Agency.

TORFP Title: Internal Information Security Risk Assessment

TO Manager: David S. Toft SR 410-625-5562

**To:**

The following deliverable, as required by TO Agreement # G20B2400006, 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 2.5 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 II TORFP # G20B2400006 for Internal Information Security Risk Assessment. 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 above, the 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 the 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 Cathie L. Nash, Maryland State Retirement Agency 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 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 Maryland State Retirement Agency (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 Internal Information Security Risk Assessment TORFP No. G20B2400006 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

- a. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- b. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- c. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**Maryland State Retirement Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**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

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## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>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)          _____          %  <b>(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 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>

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 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. G20B2400006

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: \_\_\_\_\_