



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

**EXTERNAL NETWORK AND
APPLICATION SECURITY TESTING**

**CATS II TORFP #
G20B9200020**

MARYLAND STATE RETIREMENT AGENCY

ISSUE DATE: SEPTEMBER 19, 2011

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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, the 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.

TORFP Title:	External Network and Application Security Testing
Functional Area:	Information System Security (Functional Area 7)
TORFP Issue Date:	September 19, 2011
Closing Date and Time:	October 17, 2011 by 2:00 PM
TORFP Issuing Agency:	Maryland State Retirement Agency (SRA)
Send Questions and Proposals to:	Ms. Cathie L. Nash, CPPB, Senior Procurement Officer procurement@sra.state.md.us
TO Procurement Officer:	Ms. Cathie L. Nash, CPPB, Senior Procurement Officer Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704 cnash@sra.state.md.us
TO Manager:	Mr. David S. Toft, Sr., CISSP Office Phone Number: 410-625-5562 Office FAX Number: 410-468-1711
TO Project Number:	G20B9200020
TO Type:	Firm Fixed Price
Period of Performance:	90 days from Notice to proceed
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, 14 th floor Baltimore, MD 21202
TO Pre-proposal Conference:	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, 16 th floor Baltimore, MD 21202 September 27, 2011 at 9:00 AM 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; administration functions, including 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 #G20B9200020. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #G20B9200020 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #G20B9200020 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
- 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 – including, 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

Certain Confidential Information, as defined in this TORFP and attachments hereto, may be available for potential Offerors to review at a reading room at Maryland State Retirement Agency, 120 E. Baltimore Street, 14th floor, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, access to Confidential Information, as defined herein, may be disclosed to the TO Contractor in order to fulfill the requirements of the TOA. The TO Contractor and its employees and agents who have access to such information will be required to sign a Non-Disclosure Agreement (TO Contractor) - a sample of same is included as Attachment 11 to this TORFP.

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

Specifically, the Agency is soliciting proposals to:

- Conduct a non-intrusive external penetration (PEN) test on two Internet-facing computing environments: (1) the Demilitarized Zone (DMZ) hosting production Internet applications and services, and (2) the remote disaster recovery location in Annapolis, MD that hosts the backup Agency public website; and,
- Conduct a thorough security assessment of two web-enabled applications developed by the Agency. One application, the Secure Member and Employer Authentication module, is designed to allow participants, employers, and vendors to transact business and exchange sensitive information securely with the Agency. The other application is the Board Portal, a secure application used by the Board of Trustees.

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. This system provides retirement allowances and other benefits to State employees, teachers, judges, legislators, state police, law enforcement officers, correctional officers and employees of Participating Governmental Units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State.

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

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

The Agency has approximately 210 employees based at the offices in Baltimore, Maryland with a small remote office in Annapolis, Maryland. The value of the assets of the MSRPS is approximately \$37.5 billion as of June 30, 2011, making it one of the larger public retirement funds in the country.

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

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

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

2.4 PROJECT BACKGROUND

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

- A. Completion of a PEN test to identify vulnerabilities existing in network devices, information systems, services or web applications that could be exploited by external parties. The results of this test are necessary to determine if the Internet-facing networked environments hosting these enhanced web-based services are a source of unacceptable risk to the security of Agency networked information resources; and,
- B. Completion of a thorough application security assessment on two specific web applications. The results of the assessment are necessary to determine the overall security of these two web applications, custom developed by the Agency; specifically, one (1) custom-built web application in the DMZ, the Board Portal, and one (1) custom-built web application in development, Secure Member and Employer Authentication, residing in an internal test environment (refer to diagram in Attachment 14) . The latter application is critical to the success of future web application endeavors, as it will serve as the Internet application gateway for front-end authentication and web-based access to associated downstream applications and data.

Results and recommendations provided by the TO Contractor, pursuant to the completion of the PEN test and application security assessment, will strengthen the Agency's ability to maintain data confidentiality, integrity, and availability against external attack or compromise. This information is crucial to the Agency's strategic information systems planning effort.

To summarize, the Agency is seeking to discover and define the risk to the Agency's information resources associated with its public-facing network environments and secure applications, enabling the Agency to take further steps to mitigate that risk.

2.5 REQUIREMENTS

Requirements for this TORFP are listed in this section. In providing services and producing deliverables pursuant to this TORFP, the TO Contractor shall be familiar with and will be held accountable to the standards set forth in the following resources. Failure to comply with and perform pursuant to such standards may be deemed a breach of the TO Agreement by the TO Contractor.

- A. Maryland Department of Information Technology (DoIT) – System Development Life Cycle (SDLC)
<http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>
 Website homepage describing the State of MD’s methodology to promote successful information system projects by minimizing project risk through managed SDLC processes.
- B. Technical Guide to Information Security Testing and Assessment NIST SP800-15.
<http://csrc.nist.gov/publications/nistpubs/800-115/SP800-115.pdf>
 Guideline on the proper processes and technical procedures involved in conducting an information security assessment.
- C. Microsoft – SQL Server 2005 Security Best Practices
<http://download.microsoft.com/download/8/5/e/85eea4fa-b3bb-4426-97d0-7f7151b2011c/SQL2005SecBestPract.doc>
 Paper describing best practices for setting up and maintaining security in SQL Server 2005.
- D. MD Department of Information Technology (DoIT) – Information Security Policy v_2.3 Sept. 2010
http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf
- E. Open Web Application Security Project (OWASP) A Guide to Building Secure Web Applications and Web Services (v. 2.0.1)
<http://sourceforge.net/projects/owasp/files/Guide/2.0.1/OWASPGuide2.0.1.pdf/download>
 Guidelines on how to secure web applications and web services.
- F. Building Secure ASP.NET Applications: Authentication, Authorization, and Secure Communication
<http://msdn.microsoft.com/en-us/library/ff649100.aspx>
 Microsoft guideline on designing and building secure ASP.NET web applications on the .NET framework.
- G. Improving Web Application Security (Threats and Countermeasures) – Microsoft Corporation
<http://msdn.microsoft.com/en-us/library/ff649874.aspx>
 Paper presenting the guidelines and foundational principles of designing secure web applications developed on the .NET framework.

2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.6.2 Below
2.5.1.1	TO Contractor shall conduct a PEN test to identify vulnerabilities existing in network devices, information systems, services or web applications that could be exploited by external parties. This testing shall include both the Agency’s primary data center in Baltimore, and its disaster recovery site in Annapolis.	2.6.2.3 and 2.6.2.4
2.5.1.2	TO Contractor shall conduct a software design and functional analysis of the Agency’s two .NET framework custom developed Internet applications, specifically, the Board Portal and Secure Member and Employer Authentication. These applications shall be analyzed and evaluated by the TO Contractor to ascertain each	2.6.2.5 and 2.6.2.6

	application's capacity to maintain data confidentiality, integrity, and availability, by testing its ability to withstand external attack or compromise.	
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2.5.2 TECHNICAL REQUIREMENTS

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.6.2 below):
2.5.2.1	<p>TO Contractor shall evaluate the security of SRA's public network infrastructure devices/systems via PEN testing, including:</p> <ul style="list-style-type: none"> A. Microsoft Server (2003/2008) including Microsoft terminal services/remote desktop, B. Microsoft SQL Server (2005/2008), C. Microsoft Internet Information Server (IIS), D. Cisco routers (1720) and switches (Catalyst 3550), and E. UNIX-OS based firewalls, <p>External penetration testing by the TO Contractor shall be conducted with the goal of revealing vulnerabilities that could be exploited by an external threat or attack. Identified risks shall be classified (Low, Medium or High) by the TO Contractor. Testing shall include at a minimum:</p> <ul style="list-style-type: none"> A. Test public (Internet) facing servers and border security devices for vulnerabilities or misconfigurations that could lead to denial of service or defacement, or allow penetration to internal systems or information, B. Discover the presence of open ports/unneeded services exposure, C. Evaluate devices and systems for configuration errors or improper security settings, D. Review public network security architecture for potential weaknesses or vulnerabilities, and E. Assess resiliency to malware/malicious code intrusion. <p>Penetration testing performed by the TO Contractor shall be of a non-intrusive, passive nature to ensure that no Agency production systems are impacted during this project. No copying, modification, deletion, or writing of data to/from production systems is acceptable without prior knowledge and written approval by the TO Manager. No production system downtime attributed to the PEN test is acceptable.</p>	2.6.2.1 through 2.6.2.4 inclusive
2.5.2.2	<p>TO Contractor shall assess the security of the secure web applications listed in Section 2.4 of this TORFP to identify and classify risk (Low, Medium or High) of external attack to the Agency's information systems. Specifically, TO Contractor shall pinpoint the weaknesses in the application/program that could be exploited by an external threat (see examples in G. below), and explain in detail the potential damage an external attack could cause. The application-level security assessments shall address, at a</p>	2.6.2.1 , 2.6.2.5 and 2.6.2.6

	<p>minimum, the following functional areas:</p> <ul style="list-style-type: none"> A. Presence of programming, design, or implementation flaws/code bugs that could open a vector to attack downstream application software, B. User authentication security, C. Access control mechanisms, D. Data communications integrity and confidentiality protections, E. Session management protections against attacks such as man-in-the-middle, session hijacking or session replay, F. Cryptographic module integrity (proper key management/selection, weak or crackable algorithms), G. Adequate input validation protections against attack, such as Cross-site scripting (XSS), SQL injection, or buffer overflows, and H. Presence of adequate auditing/logging of system events to preserve non-repudiation integrity and assess the capabilities present to detect/alert on targeted attacks or malicious activities. 	
2.5.2.3	TO Contractor shall isolate and identify security vulnerabilities discovered in network perimeter security devices. This process shall include documenting operating system vulnerabilities and system misconfigurations, Web server and back-end database server vulnerability to targeted attacks (e.g., XSS, SQL injection, defacement, etc.), susceptibility of internal system resources and data to compromise, security control inadequacies, and other identified security risks.	2.6.2.1 through 2.6.2.6 inclusive
2.5.2.4	Project Manager (PM), appointed by TO Contractor, shall provide status updates of project plan activities on a weekly basis to the TO Manager. The PM shall coordinate meeting(s) between TO Contractor's technical team and Agency personnel to review findings and recommend appropriate corrective actions or countermeasures the Agency should take to mitigate risks identified in both the PEN test and applications testing. The PM shall also work with the TO Manager to prioritize risks (High, Medium or Low).	2.6.2.1

2.5.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.6.2 below):
2.5.3.1	TO Contractor shall prepare and provide documentation of findings, analyses, and recommendations as described in Section 2.6.2 below	2.6.2.3 through 2.6.2.6 inclusive
2.5.3.2	TO Contractor shall prepare and provide a presentation of results and recommendations as described in Section 2.6.2 below	2.6.2.3 through 2.6.2.6 inclusive

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. Each page of each written deliverable, produced pursuant to any TO Agreement resulting from this TORFP, draft and final, must be marked "Confidential". In addition, each electronic file produced and delivered to the Agency under the TO Agreement must be encrypted and password-protected and must comply with the standards set forth in Section 2.5 above.

A draft of any final deliverable must be received by the TO Manager at least 14 days in advance of when the final deliverable is due. Written deliverables defined as draft documents must demonstrate due diligence by the TO Contractor and must satisfy the general 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 must:

- A. Be presented in a format appropriate for the subject matter and depth of discussion,
- B. Be organized in a manner that presents a logical flow of the deliverable's content,
- C. Represent factual information reasonably expected to have been known at the time of submittal,
- D. Present information that is relevant to the subject matter being addressed in the deliverable, and
- E. Represent a significant level of completeness towards the associated final written deliverable – with a focus on submission of a draft product/deliverable that will facilitate completion and acceptance of a timely and satisfactory final deliverable.

Upon completion, the TO Contractor shall produce and present each final deliverable to the TO Manager for acceptance. The TO Contractor shall submit a completed Agency Receipt of Deliverable Form (Attachment 8) to the TO Manager at the time of transfer of the final deliverable to the TO Manager. The TO Manager, once satisfied that the contents stated on the form are attached thereto, shall countersign the Agency Receipt of Deliverable Form to confirm receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager will review 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 will prepare and issue an Agency Acceptance of Deliverable Form (Attachment 9) that will provide notice of acceptance or rejection of the deliverable to the TO Contractor. In the event of rejection, the TO Contractor shall immediately correct the identified deficiencies or non-conformities and submit the revised deliverable to the TO Manager.

Subsequent project tasks may not continue until deficiencies with a deliverable are rectified by the TO Contractor and either the revised deliverable is accepted by the TO Manager or the TO Manager has specifically issued, in writing, approval 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. Accepted deliverables may be invoiced within 30 days and must be submitted to the Agency in the proper invoice format (see Section 2.11 Invoicing).

A written deliverable defined as a final document must satisfy all requirements for the deliverable as stated in this TORFP. Final written deliverables must not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.

D. Present information that is relevant to the Section of the deliverable being discussed.

The required deliverables are set forth below.

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

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

Each Master Contractor’s proposal must indicate whether the testing activities described in the TORFP will be conducted during the same time period or in sequence. A proposal must, however, build in a two (2) week period (at a minimum) for Agency review between delivery of each set of Findings and Recommendations described below. This two (2) week period is intended to give the Agency sufficient time to conduct a complete review of each of the deliverables (numbered respectively 2.6.2.4 and 2.6.2.6 below). A summary of the required deliverables is contained in the chart below. The TO Contractor shall be required to perform all services and provide all deliverables stated in the TORFP – no summary contained in the TORFP shall limit the TO Contractor’s obligations or required performance.

ID #	Deliverable Description	Acceptance Criteria
2.6.2.1	Detailed Project Management Plan	The plan must outline the resources, staffing plan, approach, and methodology the Master Contractor will use to conduct the required network penetration tests and web application security assessments and to formulate comprehensive security recommendations. The project plan must include, at a minimum, a detailed description of the tools/equipment, methodology employed,
2.6.2.2	Project Schedule	The project schedule shall provide timelines and milestones; detail event sequencing that explains work details and the date/time and duration estimates, and a list of participating team members (see additional details below). If the Master Contractor anticipates that it will require any Agency resources to complete the services and produce the deliverables, this information must be stated in the project plan.
2.6.2.3	External Network Penetration Test Results	Complete written (electronic format preferred) documentation of all information collected from the PEN test (items F-J, section 2.5.2.1), specifically, the documentation must include any and all data related to vulnerabilities, threats and network architectural deficiencies discovered.
2.6.2.4	Analysis, Conclusions, and Recommendations from the External Network Penetration Test	Written (electronic format preferred) analysis of the vulnerabilities/threats, conclusions drawn from this analysis of the Agency’s network, and recommendations to remediate risk appropriate

		to a “moderate” risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. Vulnerabilities and threats identified must be ranked by risk severity as (High, Medium, Low), risk mitigation actions must be suggested, including hardware/device modifications or configuration changes to remediate risk, and diagrams to convey recommended network security architectural modifications must be included.
2.6.2.5	Secure Internet Applications Test Results	Complete written (electronic format preferred) documentation of all information collected related to vulnerabilities in the Board Portal and Secure Member and Employer Authentication applications, code design weaknesses (minimally covering all eight application-specific areas defined in section 2.5.2.2), and any security architecture deficiencies discovered.
2.6.2.6	Analysis, Conclusions, and Recommendations from the Secure Internet Applications Test	Written (electronic format preferred) analysis of the vulnerabilities/threats found in the Board Portal and Secure Member and Employer Authentication applications, conclusions drawn from this analysis, and recommendations to remediate risk appropriate to a “Moderate” risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. Vulnerabilities and threats identified must be ranked by risk severity as (High, Medium, Low), and risk mitigation actions must be suggested including hardware/software modifications and diagrams to convey recommended application design architectural modifications.

Each Master Contractor’s Detailed Project Plan (See section 2.6.2.1 above) shall contain the following:

- A. Rules and boundaries to which assessors must adhere in order to best protect the Agency from security or operational risk inherent in PEN testing , including, but not limited to, an accidental disruption to production-related network and computer operations, or inadvertent disclosure of sensitive information.
- B. Answers to these basic questions:
 - 1. What is the scope of the assessment?
 - 2. Who is authorized to conduct the assessment?
 - 3. What are the assessment’s logistics?
 - 4. How should sensitive data be handled?
 - 5. What should occur in the event of any disruptive incident?
- C. A restatement of which systems and networks are specified by the Agency to be examined and tested.
- D. A description of activities planned for the PEN test and application assessment. The Master Contractor must include in its proposal any additional information or processes that it feels are required to provide the services and deliverables requested by this TORFP.

NIST SP 800-115 (Technical Guide to Information Security Testing and Assessment) provides additional guidance on conducting security assessments and addresses several distinct steps that assessors should consider in developing

a plan. Each Master Contractor shall incorporate into its detailed project plan the following steps, which are set forth in the aforementioned technical guide:

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

The Agency acknowledges that it is standard industry practice for a Master Contractor to have defined service offerings set forth in company literature that relates to external network penetration tests and application assessments. The Agency will, therefore, review any such literature that the Master Contractor submits with its technical proposal. If such literature is included with the technical proposal, the Master Contractor must make reference to the portion of or details set forth in the literature that will be used to meet the requirements of the TORFP. Specifically, the Master Contractor must indicate what information is pertinent to the Agency's Scope of Work defined in this Section 2, and pre-conditions that underlie the Master Contractor's proposal.

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. Please note that 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 non-public personal information (NPPI) of participants (members, former members, or retirees) and 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 or beneficiary 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 to considerable Agency-confidential information, including NPPI (together, "Confidential Information"). Confidential Information means any and all information provided by or made available by the State and/or Agency, to the TO Contractor, or discovered in the conduct of testing activities, in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement, or any and all information produced as a result of executing this Scope of Work..

The TO Contractor must at a minimum follow any and all industry standards in addition to those specifically set forth in this TORFP, to protect the confidentiality of all such information.

The TO Contractor, and its employees, agents and subcontractors, will be required to attest that they understand that the Agency retains Confidential Information and that all such Confidential Information will be protected by the TO Contractor, and individually protected by its employees, agents, and subcontractors, at all times. At no time shall any Confidential Information be removed, in any format, including but not limited to remote electronic access, from the Agency's premises except as specifically approved in writing by the Agency TO Manager on a case-by-case basis. In addition, Confidential Information must be protected at all times when on-site at the Agency. This requirement is further set forth in 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 or discovers during the course of the TO Agreement must be treated by the TO Contractor as Confidential 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. The TO Contractor shall have policies and procedures in place to ensure the confidentiality of such information.
- 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 TO Proposal - disclose to the Agency what safeguards it has in place to secure Confidential Information. The Agency does not intend to compromise the TO Contractor's own confidential or proprietary information with this requirement; however, the TO Agreement will not be awarded to a Master Contractor that does not have sufficient safeguards, or whose safeguards are not apparent to the Agency after reading the TO Proposal, to satisfy the Agency's security concerns and requirements.
 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 or Confidential Information, or any Confidential Information created as a result of work conducted under this TO Agreement, except as required for back-up or redundancy, and shall destroy or return to the Agency any such information that is no longer necessary for the TO Contractor to fulfill its obligations pursuant to

the TO Agreement. In no event shall any data in the possession of the TO Contractor (as a result of this TORFP) survive the end of the TO Agreement, and the TO Contractor must certify any destruction (including back-up copies) to the Agency.

- 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 shall obtain Agency approval of these subcontractor safeguards prior to commencement of work by any subcontractor in relation to this TORFP. Notwithstanding any subcontract, it remains the TO Contractor's responsibility to the Agency to safeguard all Confidential Information.
- 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 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 TO Contractor shall propose the minimum number of persons necessary to satisfactorily perform the services requested in this TORFP including all requirements set forth in the Scope of Work. 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 instructions for Attachment 5). 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 and 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 shall 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 in order to perform as required. Specifically, the Master Contractor shall meet the minimum requirements that follow:

- A. The TO Contractor will have at least one team member possessing either an ISC2 Certified Information Systems Security Professional (CISSP) or a GIAC Security Expert (GSE) certification.
- B. The TO Contractor shall designate a single individual to serve as its primary contact on contract-related and delivery-related matters.
- C. The TO Contractor shall have at a minimum one team member whose resume reflects experience in conducting web application security assessments, with at least two (2) security risk assessments performed within the past three (3) years, specifically involving custom, .NET framework designed applications. Additionally, at least two (2) assessments must have involved applications similar to those employed at the Agency where users authenticate securely through the Internet to transmit and receive sensitive data (i.e., Non-Public Personal Information - NPPI). If a Master Contractor proposes more than one individual with such credentials, the Agency may deem that technical proposal superior to others that are otherwise equal.
- D. Resumes of Key Personnel who will be assigned to perform the assessments must indicate past experience in performing network penetration testing.
- E. The TO Contractor must have at a minimum one or more team members whose resume reflects experience in conducting PEN testing as described in the Scope of Work. Additionally, the TO Contractor shall have successfully completed at least two (2) PEN tests within the last three (3) years.
- F. The Master Contractor must demonstrate in its TO Proposal that it has the ability to perform non-intrusive penetration testing and security vulnerability assessments on Internet-facing systems, network perimeter security devices and equipment, as described in this TORFP, on hardware devices to include (but not

limited to) firewalls, routers, Windows-based servers, and comparable network infrastructure devices. This qualification will be proved through the submission of references, at least two, that demonstrate the successful completion of a comparable project within the last three years.

- G. 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 TORFP and not for any prospective owners, parent companies, or other entity not directly involved in the performance of the TO Agreement.

2.10 RETAINAGE

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

2.11 INVOICING

Payment will only be made upon completion and acceptance of the 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 15th 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 the name of the TO Manager to resolve any and all billing issues on the part of the TO Contractor, and their title and 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 15th 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 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 may include tasks to be performed by the State or third parties, as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
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. The final schedule will be submitted by the TO Contractor as a component of the Detailed Project Plan, Deliverable 2.6.2.1 under the TO Agreement after the TO Contractor has the opportunity to develop realistic time frames for each task, milestone, and deliverable. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
5. **Contractor Performance Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. The Master Contractor must include a description of strategies it will implement to mitigate 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, for example 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 Master Contractor's utilization of such individual to meet the requirements set forth in Section 2 – Scope of Work.
2. Certification that all proposed personnel meet the minimum required qualifications and possess the required experience and certifications in accordance with Section 2.9.

Provide the names and titles of the Master Contractor's management staff who will supervise the TO Contractor's personnel and monitor the quality of services rendered and deliverables produced under this TOA.

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 TO Contractor is selected to proceed to the presentation stage of proposal evaluation.

C. MBE Participation

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

D. Subcontractors

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

E. Master Contractor and Subcontractor Experience and Capabilities

1. Examples of Comparable Projects: Provide at least two examples of projects or agreements/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 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 why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a. Name of organization.
 - b. Point of contact 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 why not.

- 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

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

G. State Assistance

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

H. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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 procurement will be firm fixed price.

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 3.2.1A and 3.2.1.B.

- 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 Sections 2.5.1 through 2.5.3. 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 Sections 2.5.1 through 2.5.3 and in accordance with minimum qualifications in Sections 2.8 and 2.9. 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. In evaluating technical proposals, preference will be given to client references in the local, state, or federal government sector involving small-to-medium scale networks (> 15 server-based systems including network infrastructure devices).

- 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 contractor minimum qualifications in Section 2.9, and the 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 financial submissions, that is deemed most advantageous to the Agency shall be selected for award of the TO Agreement. In light of the highly technical and sensitive work to be performed as a result of this TORFP, technical credentials will be given greater weight than pricing in the Agency's award decision.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1
PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS II TORFP # G20P9200020

Identification	Deliverable	Proposed Price
First Stage: PEN Test - 2.6.2.1 through 2.6.2.4	Group 1 Deliverables, including: Detailed Project Management Plan (2.6.2.1), Project Schedule (2.6.2.2), External Network Penetration Test Results (2.6.2.3), and Analysis, Conclusions, and Recommendations from the External Network Penetration Test (2.6.2.4)	
Second Stage: Applications Test - 2.6.2.5 through 2.6.2.6	Group 2 Deliverables, including: Secure Internet Applications Test Results (2.6.2.5) and Analysis, Conclusions, and Recommendations from the Secure Internet Applications Test (2.6.2.6)	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE AS YOUR FINANCIAL RESPONSE

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

CATS II TORFP # G20P9200020

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. G20B9200020, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of N/A percent for MBEs classified as African American-owned and N/A 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 G20B9200020	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

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	

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 # G20P9200020, 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.

Offeror Name

By: _____
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. G20B9200020, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #G20B9200020 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

Return one copy of this form to the following address:

David S. Toft, Sr., CISSP, Director of Information Systems Security and Quality Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us	Cathie L. Nash, CPPB, Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street 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): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP G20B9200020 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

David S. Toft, Sr., CISSP, Director of Information Systems Security and Quality Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 dtoft@sra.state.md.us	Cathie L. Nash, CPPB, Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street 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# G20B9200020 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2011 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 # G20B9200020.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # G20B9200020, 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 **MONTH DAY, YEAR**.
 - 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 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 super-cede 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 be for the firm fixed price of \$_____. 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.

4.2 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.

4.3 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.

4.4

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, CPPB, 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?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
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 INTERVIEW

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 16th 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, 16th 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) by 2:00 PM on September 23, 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 #G20B9200020

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. David S. Toft, Sr., of the Maryland State Retirement Agency will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-625-5562.

Enclosed please find an original Task Order Agreement and Purchase Order.

Sincerely,

Cathie L. Nash, CPPB

Task Order Procurement Officer

Enclosures (2)

cc: David S. Toft, Sr., CISSP

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: EXTERNAL NETWORK AND APPLICATION SECURITY TESTING

TO Agreement Number: #G20B9200020

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

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

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 2.5.3 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Retirement Agency

TORFP Title: External Network and Application Security Testing

TO Manager: David S. Toft Sr., CISSP 410-625-5562

To:

The following deliverable, as required by TO Agreement #G20B9200020 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 2.5.3 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2011, 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 #G20B9200020 for External Network and Application Security Testing. 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, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Cathie L. Nash, CPPB, TO Procurement Officer, 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/EMPLOYEE/ or AGENT _____

(circle correct designation for person executing this Agreement)

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 _____, 2011, 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 External Network and Application Security Testing TORFP No. G20B9200020 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 this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/ or
TO Contractor's Personnel: Maryland State Retirement Agency:**

(circle correct designation for person executing this Agreement)

Name: _____	Name: <u>Cathie L. Nash, CPPB</u>
Title: _____	Title: <u>Senior Procurement Officer</u>
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**

(To be completed by TO Contractor, signed by its Agents and Employees, and submitted to the Agency at the same time as any and all completed Attachment(s) 11 to TORFP No. G20B92000020.)

Printed Name and Address
of Employee or Agent

Signature

Date

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

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 with the TO number in the subject line.

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

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. G20B9200020

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.

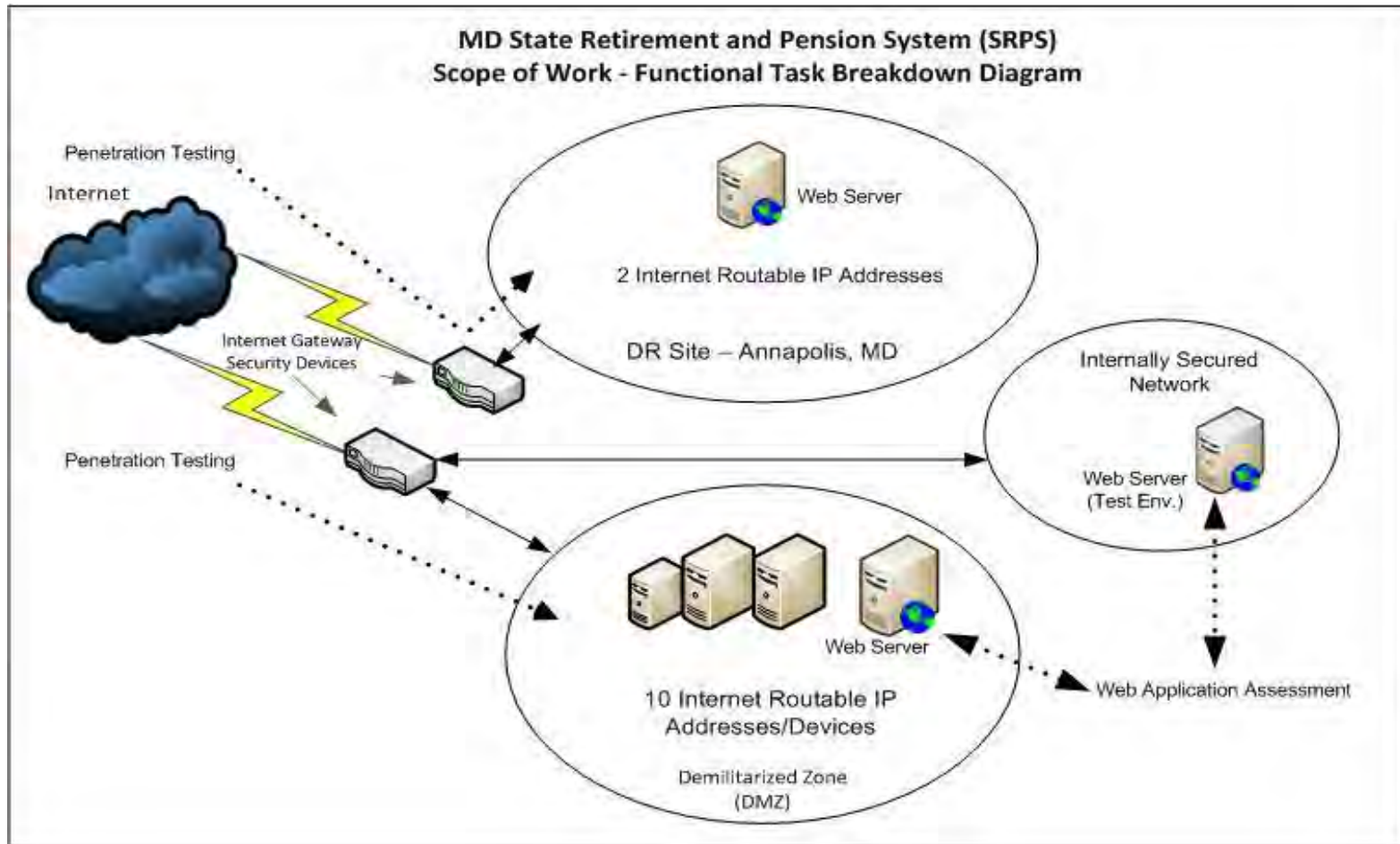
Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____



WARNING: This document contains Sensitive Security Information that is to be controlled accordingly. No part of this document may be disclosed to persons without a “need to know”, as defined in the Maryland Public Information Act, except with the written permission of the Maryland State Retirement Agency. Unauthorized release may result in civil penalty and/or disciplinary action.

CONFIDENTIAL – INTERNAL USE ONLY

Figure – 1A