



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

Statewide Cyber Security

CATS+ TORFP #

F50B3400070

Department of Information Technology (DoIT)

ISSUE DATE: June 20, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Statewide Cyber Security TORFP
TO Project Number (TORFP #):	F50B3400070
Functional Area:	7 – Information System Security
TORFP Issue Date:	06/ 20/ 2013
Questions Due Date and Time:	07/02/ 2013 at 12:00 PM
Closing Date and Time:	07/ 11/ 2013 at 2:00 PM
TORFP Requesting Agency:	DoIT
Send Questions and Proposals to:	Michael Meinel e-mail address: Michael.Meinel@Maryland.Gov
TO Procurement Officer:	Michael Meinel Office Phone Number: 410-260-7179 Office Fax Number: 410-974-5615 e-mail address: Michael.Meinel@Maryland.Gov
TO Manager:	David Mangrum Office Phone Number: 410-260-7575 Office Fax Number: 410-974-5615 e-mail address: David.Mangrum@maryland.gov
TO Type:	Time and Materials
Period of Performance:	36 months, plus two 12 month options
MBE Goal:	0 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	DoIT 45 Calvert Street Annapolis, MD 21401
TO Pre-proposal Conference:	45 Calvert Street, Room 164 A&B Annapolis, MD 21401 06/ 26/ 2013 at 2:00 PM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

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

TO Contractor Management will provide invoices as specified under Section 2.12 Invoicing. TO Contractor management is responsible for making payments to the TO Contractor personnel.

- **TO Support Personnel** – Any resource provided by the TO Contractor at DoIT’s request.

1.2 TO AGREEMENT

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

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 TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

1.6 MINORITY BUSINESS ENTERPRISE (MBE)

This sub-section is not applicable to this TORFP.

1.7 QUESTIONS

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

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

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT 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 And Disclosure 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.

1.9 NON-DISCLOSURE AGREEMENT

1.9.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

This sub-section is not applicable to this TORFP.

1.9.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

1.10 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27 (C) of the CATS+ Master Contract is limited to 5 times the total TO Agreement amount.

1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 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.

1.12 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. A copy of this Affidavit is included in Attachment 13.

1.13 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This sub-section is not applicable to this TORFP.

1.14 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 16 of this TORFP.

1.15 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

This sub-section is not applicable to this TORFP.

1.16 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.17 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.18 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This sub-section is not applicable to this TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is seeking proposals from Master Contractors experienced in information technology (IT) cyber security consulting. The intention of this TORFP is to obtain at least one (1) personnel resource and up to 10 concurrent resources as needed to provide cyber security support for the duration of the contract. Duties and responsibilities for all support resources are described in Section 2.5. The specific labor categories for personnel resources are listed in the Price Proposal form, TORFP Attachment 1. Default labor category descriptions are located in the CATS + RFP document, online at: <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATSPlusRFP.pdf>.

The Offeror shall provide one primary, full-time, industry-certified security systems specialist to support the State's cyber security needs. This full-time resource shall be a Systems Security Specialist (Senior) as described in Section 2.5.3.1.

At DoIT's discretion, resources may be required in addition to the full-time Systems Security Specialist (Senior). Resources additional to the Systems Security Specialist (Senior) shall be added at the sole option of DoIT via written work order and after being interviewed by DoIT (see Section 2.8).

2.2 REQUESTING AGENCY BACKGROUND

DoIT has policy responsibility over technology matters across State agencies and the authority to centralize common IT functions and assets. DoIT publishes IT security policies with which Executive Departments and Independent State agencies must comply in to protect the confidentiality, integrity, and availability of State-owned information. DoIT also maintains the security of the State's IT network through security software, hardware, and procedures, including patch management and intrusion detection.

2.3 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. With DoIT prior approval, the time allocated to these continuing education activities for staff deployed to DoIT on a full-time basis may be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently utilized or anticipated for use by DoIT in the near future.

2.4 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.5 TO CONTRACTOR RESPONSIBILITIES

2.5.1 STAFFING

The TO Contractor shall provide the personnel required for all assigned tasks or services depicted in this TORFP and/or the work order request.

Resources supplied in conjunction with the issuance of this TORFP shall consist of a minimum of one Systems Security Specialist (Senior) corresponding to the CATS+ Master Contract labor category of the same name.

The TO Manager will request additional personnel by initiating a work order request and following the work order process defined in Section 2.8.

To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. **Offerors shall submit a Price Proposal (Attachment 1) that provides labor rates for all labor categories.**

Resources shall be from the labor categories below. There shall not be more than 10 total concurrent resources under this TORFP.

- Information Security Engineer
- Network Security Engineer
- Security Computer Systems Specialist
- Security Data Specialist
- Subject Matter Expert
- Subject Matter Expert (Senior)
- System Security Research Analyst
- System Security Specialist
- Systems Security Specialist (Senior)
- Technical Writer / Editor

2.5.2 SERVICES

- A) The TO Contractor shall provide a total of one full-time, dedicated technical personnel on-site at DoIT.
- B) TO Contractor support personnel will carry out assignments as assigned by the TO Manager, which will be tracked and reported using DoIT management processes. Assignments will include correcting process problems, minor enhancements, or long-term assignments. Some assignments will require significant analysis and design. Technical staff proposed must have the specific skill sets defined in this TORFP and any associated work order. Technical staff shall work under the direction of the TO Manager, in accordance with DoIT management procedures.

C) The work to be accomplished by the TO Contractor personnel under this TORFP shall be performed for DoIT, or any or all of the State Agencies. The scope of work may include, but is not limited to, the following:

1) Statewide Cyber Security Emergency Preparedness

Direct the development of an effective strategy for the State to respond to cyber incidents involving public and private networks that impact the well-being of Maryland residents. This includes:

- a) Assess and report agency preparedness using quantitative metrics;
- b) Determine and document procedures for identifying and assessing potential State or Agency security threats;
- c) Institutionalize interagency, intergovernmental, and private sector preparedness communications related to cyber security;
- d) Develop a contingency plan and/or procedures for selected cyber-disruption events that could impact Maryland constituents;
- e) Develop and lead statewide cyber disruption tabletop exercises to improve agency emergency preparedness;
- f) Collect and analyze reports of cyber-attacks or incidents against agency networks;
- g) Identify critical private sector entities (such as utilities) that should be included in Statewide Cyber Security planning, training, and exercising; and
- h) Share alerts and notifications with State entities and trusted private sector partners in a timely manner.

2) Agency Security Policy Compliance Program

Direct the development of an effective strategy to measure and improve State agency compliance with the State of Maryland's Information Security Policy (ISP).

- a) Develop and/or adjust the minimum protection standard for IT security required of all State agencies.
- b) Develop and implement a security compliance strategy that addresses measured security weaknesses and gaps and assists agencies in maintaining State minimum security standards.
This may include the development of simplified methodologies/documentation (ex. templates, checklists, processes, etc.).
- c) Conduct random data security compliance assessments for selected agencies throughout the year.
- d) Document results of compliance assessments.
- e) Monitor and measure progress to resolve deficiencies.
- f) Assist in the development of Plan of Action and Milestones and/or the development of Risk Management programs.

3) Chief Information Officer (CIO) Cyber Security Training

On a quarterly basis identify, develop and present cyber related briefings during Information Technology Advisory Council meetings.

4) Annual Security Policy Review and Edit

Facilitate review/discussion workshops in order to finalize/format content of the ISP to address emerging technologies/trends.

5) Security Awareness Training

Coordinate statewide end-use security awareness training using an automated security awareness training product. This training responsibility may be expanded to include the development and/or implementation of security awareness training for state agency System Administrators.

6) IT Security Technical Services

Provide IT Security technical guidance in the design, deployment, maintenance, and monitoring of information security systems for one or multiple State agencies. This includes, but is not limited to, firewall configuration/management, intrusion protection systems, log management, and responding/resolving cyber incidents. This may also include troubleshooting issues with existing networks/systems to improve security and/or identify/mitigate a potential or known security threat. Potentially participate in one or more change control boards, or similar review boards, for the purpose of analyzing IT security impact to proposed system changes by State Agencies.

7) Periodic Vulnerability Assessments

Coordinate and/or conduct effective vulnerability assessments for selected State agencies.

8) Document the results of activities performed in items 1-7 under 2.5.2.

2.5.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.5.3.1 Systems Security Specialist (Senior)

The Systems Security Specialist (Senior) may be requested to perform or assist in performing any of the tasks listed in Section 2.5.2 above. At a minimum, the Systems Security Specialist (Senior) shall perform the activities described in Section 2.5.2C items 1-4.

2.5.3.1 Additional Personnel

Additional personnel may be requested to perform or assist in performing any of the tasks listed in Section 2.5.2 above or other security-related activities at the direction of the TO Manager and as described in a work order.

2.5.4 SERVICE LEVEL AGREEMENT (SLA)

This sub-section is not applicable to this TORFP.

2.5.5 BACKUP / DISASTER RECOVERY

This sub-section is not applicable to this TORFP.

2.5.6 HARDWARE, SOFTWARE, AND MATERIALS

This sub-section is not applicable to this TORFP.

2.6 PERFORMANCE AND PERSONNEL

2.6.1 WORK HOURS

- Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (8:00 AM to 4:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Agency. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by TO Manager. A flexible work schedule may be used with TO Manager approval, including to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.6.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation and standards are included as Attachment 18.

Acceptance of deliverable 2.7.4.2 Monthly Performance Evaluation Request shall be tied to the performance evaluation of TO Contractor personnel (resources). TO Contractor resource performance ratings shall be summarized on a Deliverable Product Acceptance Form (DPAF) completed in response to Deliverable 2.7.4.2. In the event of poor or non-performance on the deliverable resulting in a rating of “unacceptable” or “partially unacceptable”, full or partial payment may be withheld pending the outcome of the procedures described in Section 2.6.3 below.

2.6.3 PERFORMANCE ISSUE MITIGATION

At any time during the task order period of performance, should the performance of a TO Contractor resource be rated “unacceptable” or “partially unacceptable” as documented in the performance evaluation deliverable, DoIT shall pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.6.4 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows:

- The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7 DELIVERABLES

2.7.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email a DPAF, provided as Attachment 9, to the TO Manager in MS Word (2007 or greater). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit an invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.7.3.

2.7.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.7.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9).

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies that shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

2.7.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.7.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.7.4.1	Semi-Monthly timesheets	Timesheets must meet requirements in section 2.12.1. Deliver in MS Office (2007 or later) format	Semi-monthly (covering days 1-15 of a month and 16 – last day of month)
2.7.4.2	Monthly Performance Evaluation Request and Status Report of Cyber Security Services Provided	Report that must contain: summary of total hours worked per resource for the month. Also must describe the completed and pending activities, milestones, progress, and issues for all TO Contractor Personnel providing services under this TORFP. Includes a status of all open and pending work orders under this TORFP. Deliver in MS Word (2007 or later) format. <i>Acceptance of this deliverable is dependent on the performance evaluation per TO Contractor resource performed by the TO Manager as described in Section 2.6.2.</i>	Monthly on or before 15 th of the month following the reporting period
2.7.5.3	Work Order	A MS Word (2007 or later) document that defines the overall scope of all tasks to be accomplished. This deliverable is created as a variation of a template work order created by the TO Contractor and mutually agreed upon by the TO Contractor and DoIT. At the request of the TO Manager, a new work order is generated for new tasks to be performed by TO Contractor personnel.	As requested by TO Manager
2.7.5.4	Other deliverables and work products as assigned by TO Manager	TO Contractor Personnel shall produce and contribute to other work products and deliverables as assigned by the TO Manager consistent with the scope of work described in Section 2.5 and any associated Work Order. All work products and deliverables shall be completed in a professional manner as outlined in the minimum deliverable	As requested by TO Manager

	quality section 2.7.3.	
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2.8 WORK ORDER PROCESS

The TO Manager shall submit Work Orders for any work for resources other than the Systems Security Specialist (Senior). A work order shall be submitted for time and material on an “as needed” basis from the TO Contractor (Attachment 17). The work order process is as follows:

- A) Services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to the appropriate labor categories.
- B) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
 - a) Technical requirements and description of the services needed;
 - b) Performance objectives and/or deliverables, as may be applicable;
 - c) Due date and time for submitting a response to the request;
 - d) Performance testing period;
 - e) Other specific information as requested from the TO Contractor.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a) A response that details the TO Contractor’s understanding of the work;
 - b) A description of proposed resources required to perform the requested tasks, with TORFP labor category listed. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - c) Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 - d) The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
- D) The TO Manager will review the response and will either approve the work and provide a Notice to Proceed (NTP), or contact the TO Contractor to obtain additional information, clarification or revision to the Work Order. If satisfied, the TO Manager will then provide the NTP.
- E) Proposed personnel to support the Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the proposed personnel.
- F) If, as determined by the TO Manager, work must be initiated more quickly than by this method, the TO Manager will contact the TO Contractor by any method and request services for normal or emergency maintenance.

2.9 MINIMUM QUALIFICATIONS

2.9.1 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS

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

1. At least one (1) year of demonstrated experience providing cyber security support services to U.S. based commercial or government entities with at least 5,000 end-users. In addition, the engagement must meet the following criteria:
 - a. The engagement must have lasted at least a year; and
 - b. The Offeror must have provided at least three (3) full-time IT Security support personnel with at least one (1) resource having a Certified Information Systems Security Professional (CISSP) certification.

2.9.2 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

2.9.2.1 Systems Security Specialist (Senior)

The Systems Security Specialist (Senior) shall:

- Be capable of performing the activities described in Section 2.5.3.1 as demonstrated by describing the individual's professional experience and providing associated references on the resume submitted to DoIT;
- Meet the criteria for the Systems Security Specialist (Senior) labor category as specified in the CATS+ Master Contract;
- Possess an active certification as a Certified Information Systems Security Professional (CISSP); and
- Meet background check certification requirements described in Section 2.15, as demonstrated by background check reports no greater than 1 year old from the date of the TO Proposal.

2.9.2.2 All TO Contractor Personnel

All TO Contractor Personnel shall:

- Meet the minimum qualifications as specified in the CATS+ Master Contract for that labor category;
- Meet background check certification requirements described in Section 2.15, as demonstrated by background check reports no greater than 1 year old from the date of the work order submission; and
- Meet any additional qualifications and domain expertise as described in a work order.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED EXPERTISE

The following qualifications are expected and will be evaluated as part of the technical proposal.

2.10.1.1 All TO Contractor Personnel

- The Contractor's proposed staff must possess effective oral and written communication skills to effectively communicate with Agency staff;

2.11 RETAINAGE

This sub-section is not applicable to this TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month and shall be accompanied by signed notice(s) of acceptance for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.7.2.

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the task order.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for Statewide Cyber Security"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that week
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

The contractor shall submit an Agency Acceptance of Deliverable Form (Attachment 9) with the end of month timesheet submission to cover submission of timesheets for the entire month.

2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DoIT Fiscal Services” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable name “Statewide Cyber Security”, Deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a TO Contractor point of contact with telephone number, a total invoice amount. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the “DoIT Fiscal Services” at email address: LaFrance.Garlington@maryland.gov , with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.13 MBE PARTICIPATION REPORTS

This sub-section is not applicable to this TORFP.

2.14 VSBE PARTICIPATION REPORTS

This sub-section is not applicable to this TORFP.

2.15 OPERATIONAL SECURITY REQUIREMENTS

- A) The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at www.DoIT.maryland.gov - keyword: Security Policy.
- B) Security regarding Contractor-owned Computer Equipment: TO Contractor personnel (employees and subcontractors) shall not connect any TO Contractor or personal equipment to an Agency’s LAN/WAN without prior written approval by the State.
- C) Background Checks
 - 1) Prior to commencement of work, a background check shall be provided by the TO Contractor for each TO Contractor employee or subcontractor assigned to work on the Contract. The background check shall include a fingerprint based Criminal Justice Information Services (CJIS) check including both federal and state criminal records, plus a financial records check showing results from at least one national credit reporting agency such as TransUnion, Experian, or Equifax. Background checks may be performed by a public or private entity. The background check, both criminal and financial, must be issued directly to the TO Contractor (or subcontractor and may be up to 1 year old from the date of the TO Proposal.
 - 2) The Background Check shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- i) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - ii) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - iii) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - iv) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - v) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - vi) a crime of violence as defined in CL § 14-101(a).
- 3) An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on this Contract. An employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on this Contract.
 - 4) TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense of the TO Contractor.
 - 5) DoIT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DoIT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP.
 - 6) DoIT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- D) TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
 - E) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
 - F) TO Contractor shall require its employees to follow the State of Maryland Information Technology Security Policy and Standards throughout the term of the Contract.
 - G) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
 - H) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland concludes in its sole discretion that said employee has not adhered to the security requirements specified herein or incorporated by reference.

The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors. No such costs shall be passed through to or reimbursed by the State or any of its agencies or business units.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # F50B3400070 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B3400070 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B3400070 Technical – Proposal”

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # F50B3400070 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B3400070 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

The following attachments shall be included with the Technical Proposal:

- Attachment 4 Conflict Of Interest Affidavit And Disclosure – Signed PDF
- Attachment 5 – Labor Classification Personnel Resume Summary - Signed PDF
- Attachment 13 Living Wage Affidavit Of Agreement – Signed PDF
- Attachment 16 Certification Regarding Investments in Iran – Signed PDF

The following attachments shall be included with the Financial Proposal:

- Attachment 1 Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work and proposed solution.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Staffing Management Plan that demonstrates how the Offeror will be capable of providing resources in addition to the Systems Security Specialist (Senior) as requested by DoIT, and how the TO Contractor Personnel shall be managed.
- 5) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Proposed Personnel

- 1) Provide a resume for the proposed Systems Security Specialist (Senior) in conjunction with the Labor Classification Personnel Resume Summary (Attachment 5). The resume should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - a) College education / training, starting with latest degree / certificate
 - b) Systems security experience, indicating for each engagement, in order:
 - Company/Organization
 - Job title
 - Start and end dates
 - Location (Optional)
 - Work description
 - Any other systems security experience
- 2) Provide certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.9.2 To Contractor Personnel Minimum Qualifications. Also provide an image of the proposed Systems Security Specialist (Senior)'s unexpired CISSP certificate, a CJIS fingerprint Federal and state background check report issued to the TO Contractor within the past 12 months from date of proposal submission, and a report of financial records from a national credit reporting agency.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for the proposed Systems Security Specialist (Senior).

C) MBE Participation and VSBE Participation

This *is not* applicable for this TORFP.

D) Subcontractors

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

E) Overall Master Contractor team organizational chart

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

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. At least one example must be verifiable. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact must be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

Note - State of Maryland experience can be included as part of Section F2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed TO Financial Proposal with the Systems Security Specialist (Senior) and all other proposed labor categories with rates fully loaded in .PDF format. Master Contractors shall list all proposed resources by approved CATS labor categories in the price proposal.
- C) To be responsive to this TORFP, Offerors must submit a Price Proposal (Attachment 1) that provides labor rates for all labor categories.

The remainder of this page is intentionally left blank.

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+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum TO Contractor and TO Contractor personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's technical response.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed Systems Security Specialist (Senior) to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from the proposed individual's resume, reference checks, and oral presentation (See Section 1.4 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Must have demonstrated clearly how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and potential future resource requests.

4.3 SELECTION PROCEDURES

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9.

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum company qualifications in Section 2.9.1, personnel qualifications in Section 2.9.2 To Contractor Personnel Minimum Qualifications, and quality of responses to Section 3.4.1 To Technical Proposal of the TORFP. For TO Proposals deemed technically qualified, the associated financial proposal will be opened. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.

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).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submit with Proposal?* (Submit, Do Not Submit, Not Applicable to this TORFP)
Attachment 1	Price Proposal	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	<i>Not applicable to this TORFP</i>
Attachment 3	Task Order Agreement (TO Agreement)	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Do Not Submit with Proposal
Attachment 9	Agency Acceptance of Deliverable Form (DPAF)	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable to this TORFP</i>
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable to this TORFP</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable to this TORFP</i>
Attachment 16	Certification Regarding Investments in Iran	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Do Not Submit with Proposal

*any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # F50B3400070

The actual number of hours is at the sole discretion of DoIT.

Company Name:						
Record the fully loaded hourly labor rates chargeable during each contract year for the labor categories defined in Section 2.5 of the TORFP. Offerors must submit a Price Proposal (Attachment 1) that provides labor rates for all labor categories.						
#	Labor Category	Hourly Labor Rates / Contract Year				
		Year 1 (A)	Year 2 (B)	Year 3 (C)	Year 4 (D)	Year 5 (E)
1	Systems Security Specialist (Senior)	\$	\$	\$	\$	\$
2	Information Security Engineer	\$	\$	\$	\$	\$
3	Security Computer Systems Specialist	\$	\$	\$	\$	\$
4	Security Data Specialist	\$	\$	\$	\$	\$
5	Subject Matter Expert	\$	\$	\$	\$	\$
6	Subject Matter Expert (Senior)	\$	\$	\$	\$	\$
7	Systems Security Specialist	\$	\$	\$	\$	\$
8	Network Security Engineer	\$	\$	\$	\$	\$
9	System Security Research Analyst	\$	\$	\$	\$	\$
10	Technical Writer / Editor	\$	\$	\$	\$	\$
	Total	\$	\$	\$	\$	\$
					Grand Total (A+B+C+D+E)	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profit for the Master Contractor to perform under the TO AGREEMENT.

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # F50B3400070

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.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

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

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Woman-Owned MBE Participation: _____ %
Total Other Participation: _____ %
Total All MBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/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 MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 This project does not involve bonding requirements.
OR
 Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:
 Bidder/Offeror did/did not attend the pre-bid/proposal conference.
OR
 No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
_____ (subcontractor) to provide services in connection with the
Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature

Subcontractor Signature

By: _____

By: _____

Name, Title

Name, Title

Date

Date

SUBMIT AS INSTRUCTED IN TORFP.

This form is to be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology
 Minority Business Enterprise Participation
 Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prime Contractor:		Contact Person:																																											
Address:																																													
City:		State:	ZIP:																																										
Phone:	FAX:	Email:																																											
Subcontractor Name:		Contact Person:																																											
Phone:	FAX:																																												
Subcontractor Services Provided:																																													
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice#</th> <th style="width: 75%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice #</th> <th style="width: 75%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
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Total Dollars Unpaid:																																													
\$ _____																																													
**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																													
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																																											

SUBMIT AS INSTRUCTED IN TORFP.

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	

Subcontractor Services Provided:

<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table border="1"> <thead> <tr> <th></th> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> <p>Total Dollars Paid: \$ _____</p>		Invoice Amount	Date	1.			2.			3.			4.			<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table border="1"> <thead> <tr> <th></th> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> <p>Total Dollars Unpaid: \$ _____</p>		Invoice Amount	Date	1.			2.			3.			4.		
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3.																															
4.																															

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

TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____
 (Required)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY
CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
(Name of Prime Contractor)

located at _____
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business),

located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise
identified above is either unavailable for the work /service in relation to project number _____,
or is unable to prepare a bid for the following reason(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____.
(Date)

by: _____
(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B340007 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this _____ of _____, 2013 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # F50B3400070.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B3400070, dated June 20, 2013, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO 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+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP

c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years with two (2) optional one (1) year renewals, commencing on the date of final execution of the TO Agreement by the State of Maryland.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DoIT

By: Michael Meinl, 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 INSTRUCTED IN TORFP.

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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)**

CATS+ TORFP # F50B3400070

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

Master Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

ATTACHMENT 5 PERSONNEL RESUME SUMMARY (CONTINUED)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	Subject Matter Expert (Senior)
Requirement (See Section 2.5)	Candidate Relevant Experience *
<p>Education:</p> <p>A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.</p> <p>Possess an active certification as a Certified Information Systems Security Professional (CISSP)</p>	<p>Education:</p>
<p>Experience:</p> <p>This position requires a minimum of eight (8) years of experience in analysis and definition of security requirements.</p> <p>At least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to Multilevel Security (MLS) problems.</p>	<p>Experience:</p>
Duties:	Duties:

<p>1) Statewide Cyber Security Emergency Preparedness Direct the development of an effective strategy for the State to respond to cyber incidents involving public and private networks that impact the well-being of Maryland residents. This includes:</p> <ul style="list-style-type: none"> a) Assess and report agency preparedness using quantitative metrics; b) Determine and document procedures for identifying and assessing potential State or Agency security threats; c) Institutionalize interagency, intergovernmental, and private sector preparedness communications related to cyber security; d) Develop a contingency plan and/or procedures for selected cyber-disruption events that could impact Maryland constituents; e) Develop and lead statewide cyber disruption tabletop exercises to improve agency emergency preparedness; f) Collect and analyze reports of cyber-attacks or incidents against agency networks; g) Identify critical private sector entities (such as utilities) that should be included in Statewide Cyber Security planning, training, and exercising; and h) Share alerts and notifications with State entities and trusted private sector partners in a timely manner. <p>2) Agency Security Policy Compliance Program Direct the development of an effective strategy to measure and improve State agency compliance with the State of Maryland’s Information Security Policy (ISP).</p> <ul style="list-style-type: none"> a) Develop and/or adjust the minimum protection standard for IT security required of all State agencies. b) Develop and implement a security compliance strategy that addresses measured security weaknesses and gaps and assists agencies in maintaining State minimum security standards. 	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore Area:

Take I-97 off the Baltimore Beltway heading south to Annapolis.

I-97 will end and turn into Route 50 East.

Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

Follow Rowe Blvd. to the third traffic light.

Stay to the right when the road splits before the Treasury Building.

Turn right onto Calvert St.

45 Calvert Street is the first building immediately on the right.

Room 164 is on the first floor.

Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B3400070

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 Mangrum of DoIT will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-260-7575.

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

Sincerely,

Michael Meinl
Task Order Procurement Officer

Enclosures (2)

cc: David Mangrum

Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 9 AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DoIT

TORFP Title: Statewide Cyber Security

TO Manager: David Mangrum, 410-260-7575

The TO Contractor has submitted the monthly deliverables below for the above referenced TO Agreement.

Deliverable #	2.7.4.1 Semi-Monthly Timesheets	
Required Resource	Task Order Program Manager (TO-PM) <insert name>	
Optional Resource #1	Task Order Support Personnel (TO-SP)#1 <insert name>	
Optional Resource #2	Task Order Support Personnel (TO-SP)#2 <insert name>	
	Add rows as needed for additional optional resources	
Deliverable #	2.7.4.2 Monthly Performance Evaluation Request and Status Report	

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B3400070 for Statewide Cyber Security. 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 Michael Meinel, DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its DoIT (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 Statewide Cyber Security TORFP No. F50B3400070 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

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

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

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

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFADAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

- B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
 - All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
 - All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative:

Date: _____ Title:

Witness Name (Typed or Printed):

Witness Signature & Date:

ATTACHMENT 14 MERCURY AFFADAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

**ATTACHMENT 15 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT**

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer, the procurement officer may determine that the bid is non-responsive or that the proposal is not reasonably susceptible of being selected for award. In conjunction with the bid or proposal submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of _____. Therefore, I will not be seeking a waiver.

OR

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

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

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract	

Continue on a separate page, if needed

SUMMARY

Total VSBE Participation _____%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/ Offeror Name (PLEASE PRINT OR TYPE)	Signature of Affiant
	Name: _____
	Title: _____
	Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

The Investment Activities in Iran list is located at: www.bpw.state.md.us

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work Requirements:				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
Contractor		AGENCY Approval		
(Signature) Contractor Authorized Representative (Date)	(Signature) AGENCY TO Manager (Date)			
POC (Print Name)	TO Manager (Print Name)			
Telephone No.	Telephone No.			
Email:	Email:			

ATTACHMENT 18 - PERFORMANCE EVALUATION FORM

TORFP Title: Statewide Cyber Security TORFP # F50B3400070

Name of Contractor being evaluated: <insert name>

RATING SCALE	Far Exceeds	Exceeds	Meets	Below	Far Below
Individual Criteria Rating	5	4	3	2	1
Dependability Rating	10-9	8-7	6-5	4-3	2
Initiative Rating	10-9	8-7	6-5	4-3	2
Interpersonal Relationships Rating	21-20	19-17	16-13	12-8	7-5
Work Habits Rating	20-18	17-14	13-10	9-6	5-4
Job Knowledge Rating	20-18	17-14	13-10	9-6	5-4
Job Quality Rating	25-23	22-18	17-13	12-8	7-5
Job Quantity Rating	5	4	3	2	1

WORK HABITS	Raw Score	JOB KNOWLEDGE	Raw Score
Meeting Target & Timetables	+	Policies, Procedures, Practices	+
Communication with TO Manager	+	Organizational Skills	+
Use of Time	+	Equipment / Technology	+
Organization of Work Environment	+	Terminology	+
Total Work Habits Raw Score		Total Job Knowledge Raw Score	
Total Work Habits Rating		Total Job Knowledge Rating	
DEPENDABILITY	Raw Score	INITIATIVE	Raw Score
Lateness, Punctuality	+	Contribution	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave	+	Advancement in the field	+
Total Dependability Raw Score		Total Initiative Raw Score	
Total Dependability Rating		Total Initiative Rating	
INTERPERSONAL RELATIONSHIPS	Raw Score	JOB QUALITY	Raw Score
Customer Service	+	Timely Completion of Assignments	+
Communication	+	Problem Solving	+
Cooperation	+	Accuracy	+
Tact	+	Work Process / Product / Services	+
Adaptability to Change	+	Working Under Pressure	+
Total Interpersonal Relationships Raw Score		Total Job Quality Raw Score	
Total Interpersonal Relationships Rating		Total Job Quality Rating	
JOB QUANTITY	Raw Score		
Volume of Work	+		
Total Volume of Work Raw Score			
Total Volume of Work Rating			

Work Habits	Evaluation Criteria
Meeting Targets & Timetables	<p>Far Exceeds Standards - Performs at levels better than targets; early with timetables and deadlines</p> <p>Exceeds Standards - Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events</p> <p>Meets Standards - Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events</p> <p>Below Standards - Inconsistent in meeting targets, timetables or deadlines; inconsistent in promptness or preparation for meetings or other scheduled events</p> <p>Far Below Standards - Frequently does not meet targets, timetables, or deadlines; frequently lacks promptness or preparation for meetings or other scheduled events</p>
Communication with TO Manager	<p>Far Exceeds Standards - Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision</p> <p>Exceeds Standards - Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision</p> <p>Meets Standards - Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision</p> <p>Below Standards - Inconsistent in keeping TO Manager informed of delays or developments; some routine developments require supervisory guidance; requires close supervision</p> <p>Far Below Standards - Frequently does not keep TO Manager informed of developments or delays; routine developments often require supervisory guidance; requires constant supervision</p>
Use of Time	<p>Far Exceeds Standards - Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time</p> <p>Exceeds Standards - Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time</p> <p>Meets Standards - Completes all assigned work in time allocated; use of idle time does not interfere with work of others</p> <p>Below Standards - Inconsistent in completing assigned work in time allocated; seldom completes additional tasks</p> <p>Far Below Standards - Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work</p>
Organization of Work Environment	<p>Far Exceeds Standards - Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment</p> <p>Exceeds Standards -</p> <p>Meets Standards - Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly</p> <p>Below Standards - Inconsistent in maintaining clean, organized work environment; inconsistent in practicing or maintaining safe work habits; inconsistent in properly maintaining or caring for equipment</p> <p>Far Below Standards - Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain or care for equipment</p>
Dependability	Evaluation Criteria
Lateness, Punctuality	<p>Far Exceeds Standards - No lateness, always punctual</p> <p>Exceeds Standards -</p> <p>Meets Standards - Consistently punctual, an occasional lateness with no impact upon operations</p> <p>Below Standards - Inconsistent in punctuality, or lateness has impact upon operations</p> <p>Far Below Standards - Frequently not punctual, or lateness has adverse impact upon operations</p>
Compliance with TO Manager's Requirements for Pre-Approval of Leave	<p>Far Exceeds Standards - Always complies with TO Manager's requirements for pre-approval of leave</p> <p>Exceeds Standards -</p> <p>Meets Standards - Usually complies with TO Manager's requirements</p> <p>Below Standards - Inconsistent in compliance with requirements; minor violations of requirements</p> <p>Far Below Standards - Frequently does not comply with requirements; several minor violations or a major infraction of requirements</p>
Interpersonal Relationships	Evaluation Criteria
Customer Service	<p>Far Exceeds Standards - Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request</p> <p>Exceeds Standards - Frequently goes beyond the requirements to ensure that customer needs are met;</p>

	<p>frequently anticipates service needs of customers; frequently provides additional information or aid without request</p> <p>Meets Standards - Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner</p> <p>Below Standards - Marginally courteous; provides requested assistance and information to others in a less than prompt or courteous manner</p> <p>Far Below Standards - Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt or courteous manner</p>
Communication	<p>Far Exceeds Standards - Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications</p> <p>Exceeds Standards - Communicates clearly and concisely with a high degree of accuracy</p> <p>Meets Standards - Communicates openly; participates in team discussions</p> <p>Below Standards - Rarely communicates openly; rarely participates in team discussion</p> <p>Far Below Standards - Communicates ineffectively and unclearly</p>
Cooperation	<p>Far Exceeds Standards -</p> <p>Exceeds Standards -</p> <p>Meets Standards - Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit</p> <p>Below Standards - Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team or with others inside and outside the work unit</p> <p>Far Below Standards - Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team or with others inside and outside the work unit</p>
Tact	<p>Far Exceeds Standards -</p> <p>Exceeds Standards -</p> <p>Meets Standards - Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people</p> <p>Below Standards - Marginally polite and respectful; reluctantly considers the viewpoint of others</p> <p>Far Below Standards - Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people</p>
Adaptability to Change	<p>Far Exceeds Standards - Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes</p> <p>Exceeds Standards - Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes</p> <p>Meets Standards - Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes</p> <p>Below Standards - Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes</p> <p>Far Below Standards - Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes</p>
Job Quantity	Evaluation Criteria
Volume of Work	<p>Far Exceeds Standards – Always produces more than required</p> <p>Exceeds Standards – Frequently produces more than required</p> <p>Meets Standards – Produces the required volume of work</p> <p>Below Standards – Occasionally fails to meet requirements</p> <p>Far Below Standards - Rarely meets requirements</p>
Job Knowledge	Evaluation Criteria
Policies/ Procedures/ Practices	<p>Far Exceeds Standards - Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them</p> <p>Exceeds Standards - Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them</p> <p>Meets Standards - Appropriately uses correct policies, procedures, and practices</p> <p>Below Standards - Inconsistently uses correct policies, procedures, and practices</p>

	Far Below Standards - Rarely uses correct policies, procedures, and practices
Organizational Skills	Far Exceeds Standards - Systematically and innovatively manages activities, information and resources and makes recommendations for improvement Exceeds Standards - Systematically manages activities, information and resources and makes some recommendations for improvement Meets Standards - Proficiently manages activities, information and resources Below Standards - Ineffectively manages some activities, information and resources Far Below Standards - Rarely manages activities, information and resources
Equipment/ Technology	Far Exceeds Standards - Develops and uses innovative applications of equipment/technology Exceeds Standards - Familiar with and appropriately uses equipment/technology Meets Standards - Basic familiarity with equipment/technology Below Standards - Some understanding of the administration's or unit's equipment/ technology Far Below Standards - Little or no understanding of the administration's or unit's equipment/technology
Terminology	Far Exceeds Standards - Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology Exceeds Standards - Familiar with and appropriately uses terminology of the administration and unit Meets Standards - Basic familiarity with terminology of the administration and unit Below Standards - Some understanding of the administration's or unit's terminology Far Below Standards - Little or no understanding of the administration's or unit's terminology
Initiative	Evaluation Criteria
Contribution	Far Exceeds Standards - Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact Exceeds Standards - Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented Meets Standards - Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions Below Standards - Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions Far Below Standards - Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Far Exceeds Standards - Has applied concepts learned in training to improve operations of the organization/unit Exceeds Standards - Anticipates new technology or processes and plans training to improve knowledge and skills Meets Standards - Pursues training to maintain current certifications in technology or processes Below Standards - Does not pursue training or learning new technology or processes but accepts training if assigned Far Below Standards - Declines offers for training or to learn new technology or processes
Job Quality	Evaluation Criteria
Completion of Assignments	Far Exceeds Standards - Works independently with broad direction and little or no follow up; self-motivated to complete assignments Exceeds Standards - Independently completes assignments with minimal direction and follow up Meets Standards - Independently completes assignments with routine supervision Below Standards - Occasionally unable to complete assignments independently; requires frequent supervision and follow up Far Below Standards - Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Far Exceeds Standards - Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems Exceeds Standards - Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions Meets Standards - Recognizes and analyzes routine problems and takes appropriate action Below Standards - Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions Far Below Standards - Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Far Exceeds Standards - Work performed at the highest level of accuracy; errors extremely rare, always

	<p>minor</p> <p>Exceeds Standards - Work performed at a high level of accuracy; errors usually minor in nature</p> <p>Meets Standards - Work performed at an acceptable level of accuracy</p> <p>Below Standards - Work performed occasionally at an unacceptable level of accuracy; frequent errors</p> <p>Far Below Standards - Work performed with frequent and recurrent errors in routine assignments</p>
Work Process/ Product/Services	<p>Far Exceeds Standards - Develops highest quality work product or demonstrates highest quality of services</p> <p>Exceeds Standards - Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services</p> <p>Meets Standards - Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards</p> <p>Below Standards - Has difficulty with work process/product/ services; occasionally unable to meet an acceptable standard of quality</p> <p>Far Below Standards - Rarely meets acceptable standards of quality</p>
Working Under Pressure	<p>Far Exceeds Standards - Efficiently and effectively performs all assignments regardless of distractions or pressure situations</p> <p>Exceeds Standards - Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed</p> <p>Meets Standards - Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload</p> <p>Below Standards - Low tolerance to some pressure situations or distractions which hinder job performance</p> <p>Far Below Standards - Rarely able to work under pressure situations or handle distractions</p>

Signature of Contractor

Date

Signature of Evaluator

Date