

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



**MARYLAND STATE RETIREMENT AGENCY (SRA)**

**SOLICITATION NUMBER G20B9400007**

**EXTERNAL NETWORK, INTERNAL WIRELESS NETWORK,  
AND APPLICATION SECURITY TESTING**

**ISSUE DATE: MARCH 5, 2019**

## MARYLAND STATE RETIREMENT AGENCY (SRA) KEY INFORMATION SUMMARY SHEET

|  |  |
|--|--|
| <b>Solicitation Title:</b>   | External Network, Internal Wireless Network, and Application Security Testing  |
| <b>Solicitation Number (TORFP#):</b>                                     | G20B9400007  |
| <b>Functional Area:</b>  | Functional Area 7 – Information System Security  |
| <b>TORFP Issue Date:</b>   | March 5, 2019  |
| <b>TORFP Issuing Office:</b>   | Maryland State Retirement Agency (SRA or the "Agency")   |
| <b>Agency Location:</b>  | Maryland State Retirement Agency<br>SunTrust Building<br>120 East Baltimore Street<br>Baltimore, MD 21202  |
| <b>TO Procurement Officer:</b><br><b>e-mail:</b><br><b>Office Phone:</b> | Margie J. Gordon, CPPB<br><a href="mailto:procurement@sra.state.md.us">procurement@sra.state.md.us</a><br>410-625-5656   |
| <b>TO Manager:</b><br><b>e-mail:</b><br><b>Office Phone:</b>             | David S. Toft, Sr., CISSP<br><a href="mailto:dtoft@sra.state.md.us">dtoft@sra.state.md.us</a><br>410-625-5562  |
| <b>TO Proposals are to be sent to:</b>                                   | <a href="mailto:procurement@sra.state.md.us">procurement@sra.state.md.us</a>   |
| <b>TO Pre-proposal Conference:</b>                                       | Wednesday, March 20, 2019, 2:00 P.M. Local Time<br>Maryland State Retirement Agency<br>SunTrust Building, Conference Room 1631<br>120 East Baltimore Street<br>Baltimore, MD 21202<br>See <b>Attachment A</b> for directions and instructions. |
| <b>TO Proposals Due (Closing) Date and Time:</b>                         | Friday, April 5, 2019, 2:00 P.M. Local Time<br>Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).   |
| <b>MBE Subcontracting Goal:</b>  | 30% with no subgoals   |
| <b>VSBE Subcontracting Goal:</b>   | 0%   |
| <b>Task Order Type:</b>  | Firm Fixed Price   |
| <b>Task Order Duration:</b>  | Two (2) years, commencing from the Effective Date  |
| <b>Primary Place of Performance:</b>                                     | Maryland State Retirement Agency<br>120 East Baltimore Street<br>Baltimore, MD 21202   |
| <b>SBR Designation:</b>  | No   |

|                                    |  |
|------------------------------------|--|
| <b>Federal Funding:</b>            | No   |
| <b>Questions Due Date and Time</b> | Thursday, March 28, 2019, 2:00 P.M. Local Time |

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## 1 Minimum Qualifications

### 1.1 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

The Master Contractor's proposal shall propose personnel meeting the following minimum requirements:

- A. At least one team member shall possess either a current ISC2 Certified Information Systems Security Professional (CISSP) or a Certified Ethical Hacker (CEH) certification.
- B. At least one team member shall have experience in conducting web application security risk assessments, with at least two (2) application security risk assessments performed within the past three (3) years.
  - a. At least two (2) security risk assessments must have assessed custom, .NET framework designed applications.
  - b. At least two (2) security risk assessments must have involved applications where users authenticate securely through the Internet to transmit and receive sensitive data (i.e., Personally Identifiable Information - PII).
  - c. All the minimum experience in this subparagraph B must be met by one individual. If a Master Contractor proposes more than one individual with such credentials, the Agency may deem that technical proposal superior to others that are otherwise equal.
- C. At a minimum, one (1) team member shall possess experience in conducting non-intrusive external penetration (PEN) testing as described in Section 2, TO Contractor Requirements: Scope of Work.

All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling personnel minimum qualifications.

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

**2.1.1** The Maryland State Retirement Agency (SRA or the "Agency") is issuing this CATS+ TORFP to obtain a Master Contractor to analyze and test the resiliency of the Agency's external Internet-facing information systems and three Web-enabled applications against external threats and attack in accordance with the Scope of Work described in this Section 2. In addition, the Master Contractor selected for contract award shall provide the Agency with a written report presenting the details, analysis, and findings that support each conclusion and recommended action and shall provide a briefing(s) of findings and recommendations to select Agency personnel. Both the written and oral reports, and the contents thereof, shall remain confidential and shall not be disclosed to any third party without the express written consent of the TO Manager.

**2.1.2** Specifically, the Agency is soliciting proposals to:

- 2.1.2.1** Conduct a PEN test on two (2) Internet-facing computing environments: (A) the Demilitarized Zone (DMZ) hosting production Internet applications and standard Internet-hosted business services (16 IP addresses total), and (B) the remote disaster recovery location in Annapolis, MD that hosts the backup Agency public website (4 IP addresses total); and,
- 2.1.2.2** Conduct a thorough security assessment of three (3) DMZ-hosted applications (File Upload, Employer Payroll Reporting, and the Secure Document Reprint feature) developed by the Agency. File Upload and Employer Payroll Reporting are designed to allow business partners to upload data files to a secured web server for back-end data processing. The Secure Document Reprint feature (a set of secure pages accessed from the Agency's public web site) allows participants to reprint 1099R and Personal Statement of Benefits (PSB) documents. (Note: the web application assessment is limited to testing 4 unique URL's in the DMZ. The security classification of the web applications is "Moderate". The 3 custom applications will involve credentialed scanning).

**NOTE:** The Agency anticipates the start of development of a fourth Internet-facing application, discussed in Section 2.5 – Optional Future Work. If completed within the period of performance of a contract deriving from this TORFP, the Agency may use the contract Work Order process to include testing of this new application under the current procurement.

- 2.1.2.3** Conduct a thorough security/vulnerability assessment of the Agency's internal Wireless Local Area Network (WLAN/WiFi) infrastructure (consisting of 8 VLAN's, 8 AP's & 1 controller) to assess security risk, encompassing areas such as: access control points, cryptographic mechanisms, resiliency to malicious attack, overall WLAN architecture, and incident reporting/alerting capabilities. (Note: WiFi testing must be performed on-site at the Baltimore, MD headquarters).
- 2.1.3** SRA is seeking one (1) TO Contractor to perform all services and produce all deliverables requested in this TORFP, and expects the proposed Key Personnel (see Section 3.9.6) to be available as of the start date specified in the Notice to Proceed (NTP). For the dual purposes of project efficiency and limitation of risk exposure, the TO Contractor shall propose the minimum number of persons necessary to satisfactorily perform the services requested in this TORFP including all requirements set forth in the Scope of Work.
- 2.1.4** SRA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.



**2.1.5** Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirements, or designs incorporated into that specific subsequent solicitation.

## **2.2 Background and Purpose**

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

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

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

The Agency has approximately 210 employees based at the offices in Baltimore, Maryland with a small remote office in Annapolis, Maryland. The value of the assets of the MSRPS is approximately \$50 billion, making it one of the larger public retirement funds in the country.

### **2.2.1 Project Goals**

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

Results and recommendations provided by the TO Contractor, pursuant to the completion of the PEN test, the application and WLAN security assessments, will strengthen the Agency's ability to maintain data confidentiality, integrity, and availability against external and internal attack or compromise. This information is crucial to the Agency's ongoing strategic information systems planning efforts. To summarize, the Agency is seeking to discover and define the risk to the Agency's information resources associated with its public, internal WiFi network environments and its ability to design secure Internet-facing applications, thereby, enabling the Agency to take further steps to mitigate data security risk.

## **2.3 Requirements and Tasks**

### **2.3.1 Infrastructure Penetration (PEN) Testing**

TO Contractor shall evaluate the security of MSRA's public network infrastructure devices/systems and the Agency's internal WLAN, via PEN testing, including:

- A. Microsoft Server (2008/2012 R2/2016) including Microsoft terminal services/remote desktop,
- B. Microsoft SQL Server (2008/2012/2016),
- C. Microsoft Internet Information Server (IIS),
- D. Wireless access points, and
- E. UNIX-OS based firewalls.

External penetration testing by the TO Contractor shall be conducted with the goal of revealing vulnerabilities that could be exploited by an external threat or attack. Identified risks shall be classified (Low, Medium or High) by the TO Contractor. Testing shall include at a minimum:

- A. Test public (Internet) facing servers and border security devices for vulnerabilities or misconfigurations that could lead to system compromise, denial of service/defacement, or allow penetration to downstream systems or information,
- B. Discover any open ports/unneeded services exposure,
- C. Evaluate devices and systems for configuration errors or insecure security settings,
- D. Review public network security architecture for potential weaknesses or vulnerabilities, and
- E. Assess resiliency to malware/malicious code intrusion.

Penetration testing performed by the TO Contractor shall be of a non-intrusive, passive nature to ensure that no Agency production systems are impacted during this project. No copying, modification, deletion, or writing of data to/from production systems is acceptable without prior knowledge and written approval by the TO Manager. No production system downtime attributed to the PEN test is acceptable.

### **2.3.2 Application Testing**

TO Contractor shall assess the security of the custom developed, .NET secure web applications listed in Section 2.1.2.2 of this TORFP to identify and classify risk (Low, Medium or High) of external attack to the Agency's information systems. Specifically, TO Contractor shall pinpoint the weaknesses in the applications/programs that could be exploited by an external threat (see functional areas in A through G. below), and explain in detail the potential damage an external attack could cause.

The application-level security assessment shall address, at a minimum, the following functional areas:

- A. Programming code integrity – conduct a code review to detect the presence of exploitable code or design flaws that could compromise the application or downstream systems,
- B. User authentication security integrity,
- C. Access control mechanisms,
- D. Data communications - integrity and confidentiality protections,
- E. Session management - protections against attacks such as man-in-the-middle, session hijacking or session replay attacks,
- F. Input validation integrity - protect against Cross-site scripting (XSS), SQL injection, or buffer overflow attacks, and
- G. Auditing - presence of adequate auditing/logging of system events to preserve non-repudiation integrity and assess the capabilities present to detect/alert on targeted attacks or malicious activities.

### 2.3.3 Security Vulnerabilities

TO Contractor shall isolate and identify security vulnerabilities discovered in network perimeter security devices. This process shall include documenting operating system vulnerabilities and system misconfigurations, Web server and back-end database server vulnerability to targeted attacks (e.g., XSS, SQL injection, defacement, etc.), susceptibility of internal system resources and data to compromise, security control inadequacies, and other identified security risks.

### 2.3.4 Reporting

Project Manager (PM), appointed by TO Contractor, shall provide status updates of project plan activities on a weekly basis to the TO Manager. The PM shall coordinate meeting(s) between TO Contractor's technical team and Agency personnel to review findings and recommend appropriate corrective actions or countermeasures the Agency should take to mitigate risks identified in both the PEN test and application testing. The PM shall also work with the TO Manager to prioritize risks (High, Medium or Low).

### 2.3.5 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at:  
[www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **SDLC**;
- B. The State of Maryland Information Technology Security Policy and Standards at:  
[www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **Security Policy**;
- C. The State of Maryland Information Technology Non-Visual Standards at:  
<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. Open Web Application Security Project (OWASP) – Code Review Project v1.1  
[https://www.owasp.org/index.php/Category:OWASP\\_Code\\_Review\\_Project](https://www.owasp.org/index.php/Category:OWASP_Code_Review_Project)
- G. Improving Web Application Security (Threats and Countermeasures) – Microsoft Corporation  
<http://msdn.microsoft.com/en-us/library/ff649874.aspx>  
Paper presenting the guidelines and foundational principles of designing secure web applications developed on the .NET framework
- H. Building Secure ASP.NET Applications: Authentication, Authorization, and Secure Communication <http://msdn.microsoft.com/en-us/library/ff649100.aspx>  
Microsoft guideline on designing and building secure ASP.NET web applications on the .NET framework
- I. Open Web Application Security Project (OWASP) A Guide to Building Secure Web Applications and Web Services (v. 2.0.1)  
<http://sourceforge.net/projects/owasp/files/Guide/2.0.1/OWASPGuide2.0.1.pdf/download>

Guidelines on how to secure web applications and web services

- J. Technical Guide to Information Security Testing and Assessment NIST SP800-15.  
<http://csrc.nist.gov/publications/nistpubs/800-115/SP800-115.pdf>  
Guideline on the proper processes and technical procedures involved in conducting an information security assessment.

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. 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 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### 2.4.2 Deliverable Acceptance

- A. 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 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. 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.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. 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 what 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.

### 2.4.3 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.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. 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.

### 2.4.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Table 1: Deliverables Description and Due Dates

| ID #    | Deliverable Description                          | Acceptance Criteria   | Due Date / Frequency   |
|---------|--|---|--|
| 2.4.4.1 | Integrated Project Schedule                      | Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours. | Initial Delivery: NTP + 1 week<br><br>Updates: Weekly or as required by the TO Manager |
| 2.4.4.2 | External Network & WiFi Penetration Test Results | Complete written (electronic format preferred)  | Due date to be included in approved Integrated   |

| ID #    | Deliverable Description  | Acceptance Criteria   | Due Date / Frequency   |
|---------|--|---|--|
|         |  | documentation of all information collected from the PEN test (see 2.1.2.1 and 2.1.2.3 above), specifically, the documentation must include any and all data related to vulnerabilities, threats and network architectural deficiencies discovered during tests of the primary data center site, the disaster recovery site, and the WLAN.   | Project Schedule (see Deliverable 2.4.4.1 above)   |
| 2.4.4.3 | Analysis, Conclusions, and Recommendations from the External & WiFi Network Penetration Test | Written (electronic format preferred) analysis of the vulnerabilities/threats, conclusions drawn from this analysis of the Agency's network, and recommendations to remediate risk appropriate to a "moderate" risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. Vulnerabilities and threats identified must be ranked by risk severity as (High, Medium, Low), risk mitigation actions must be suggested, including hardware/device modifications or configuration changes to remediate risk, and diagrams to convey recommended network | Due date to be included in approved Integrated Project Schedule (see Deliverable 2.4.4.1 above) but no later than NTP + 8 months |

| ID #    | Deliverable Description  | Acceptance Criteria  | Due Date / Frequency   |
|---------|--|--|--|
|         |  | security architectural modifications must be included  |  |
| 2.4.4.4 | Secure Internet Application Test Results   | Complete written (electronic format preferred) documentation of all information collected related to vulnerabilities in File Upload, Employer Payroll Reporting, and the Secure Document Reprint feature, code design weaknesses (minimally covering all seven application-specific areas defined in section 2.3.2), and any security architecture deficiencies discovered.  | Due date to be included in approved Integrated Project Schedule (see Deliverable 2.4.4.1 above)<br><br>NOTE: The due date for any subsequent Work Order issued under this procurement will be established at the time the Work Order is issued (see Section 2.5 below) |
| 2.4.4.5 | Analysis, Conclusions, and Recommendations from the Secure Internet Application Test | Written (electronic format preferred) analysis of the vulnerabilities/threats found in the Employer Payroll Reporting application, conclusions drawn from this analysis, and recommendations to remediate risk appropriate to a "Moderate" risk category environment, as defined in Federal Information Processing Standards Publication 199 issued by the National Institute of Standards and Technology. Vulnerabilities and threats identified must be ranked by risk severity as (High, Medium, Low), and risk | Due date to be included in approved Integrated Project Schedule (see Deliverable 2.4.4.1 above) but no later than NTP + 8 months   |



| ID # | Deliverable Description | Acceptance Criteria   | Due Date / Frequency |
|------|-------------------------|---|----------------------|
|      |                         | mitigation actions must be suggested including hardware/software modifications and diagrams to convey recommended application design architectural modifications. |                      |

## 2.5 Optional Future Work

Development is expected to begin within a few months on a new application, as part of the Agency's "MPAS-3" project, Business Process Re-Engineering and Supporting Technology. This application will be an Internet-facing secure portal for active members, retirees, beneficiaries, and others to use to transact business with SRA. The existing Secure Document Reprint feature (referenced in Section 2.1.1.2) will be migrated to this new application, in addition potentially adding features for calculating prospective benefits estimates, maintaining records (e.g., change address, change beneficiaries, etc.), verifying service credit and other balances, and other features to be determined.

The Agency anticipates the possibility that this new application may be available for testing in fiscal year 2019 or early fiscal year 2020. Should that be the case, the Agency may choose to issue a subsequent optional Work Order, pursuant to the process described in Section 3.13 of this TORFP. In addition, other applications are included in the MPAS-3 project, and SRA may choose to use the Work Order process to initiate testing of these applications under the current TO.

Should any such additional testing occur, the scope of testing will be identical to that of the three applications ready for testing at this time (see Section 2.1.2.2).



## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fulfilling all requirements of this TORFP.

### 3.2 End of Task Order Transition

Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State-provided data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State-provided data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State-provided data and any files created by the TO Contractor in the conduct of the TO Agreement in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) certify in writing to the Agency that destruction of all data and files related to the TO Agreement have been disposed of or permanently deleted.

In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the delivered services, including but not limited to assistance interpreting the reported findings, analyses, conclusions, and recommendations developed by the TO Contractor.

### 3.3 Invoicing

#### 3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### 3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager and the TO Procurement Officer at their respective e-mail addresses (see Key Information Summary Sheet of this TORFP).
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.

- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1) TO Contractor name and address;
  - 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Invoice date;
  - 6) Invoice number;
  - 7) State assigned TO Agreement number;
  - 8) State assigned (Blanket) Purchase Order number(s);
  - 9) Goods or services provided;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Agency reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Agency with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Agency, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. 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.

### 3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Agency.
- B. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### **3.3.4 Deliverable Invoicing**

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

### **3.3.5 For the purposes of this Task Order an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The items or services do not meet the quality requirements of the Task Order
- F. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

### **3.3.6 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

### **3.3.7 Retainage**

This solicitation does not require retainage.

## **3.4 Liquidated Damages**

This solicitation does not require liquidated damages.

## **3.5 Disaster Recovery and Data**

The following requirements apply to the TO Agreement:

### **3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification

and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.

- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Agency to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

### **3.5.2 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

**3.5.3** Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

## **3.6 Insurance Requirements**

**3.6.1** Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

**3.6.2** The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

**3.6.3** The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 Insurance Requirements** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

### **3.6.4 Cyber Security/Data Breach Insurance**

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance for five million dollars (\$5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

## **3.7 Security Requirements**

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

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

### **3.7.1 Employee Identification**

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. 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 Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### **3.7.2 Security Clearance / Criminal Background Checks**

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense a national criminal history record check. This check may be performed by a public or private entity.
- B. At a minimum, this background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose

background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.

- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to any work commencing on the Task Order.

### 3.7.3 On -Site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.7.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:  
[www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - 1) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones



including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor's system configuration files.

- 2) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
- 3) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
- 4) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 5) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 6) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Agency shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 7) Ensure system and network environments are separated by properly configured and updated firewalls.
- 8) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 9) By default, "deny all" and only allow access by exception.
- 10) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 11) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to

inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

- 12) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 13) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 14) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 15) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 16) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

### 3.7.6 Security Incident Response

- A. The TO Contractor shall notify the Agency when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) Notify the Agency within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Agency chief information officer and Agency chief information security officer;



- 2) Notify the Agency within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) Provide written notice to the Agency within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Agency) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
- 1) Nature of the unauthorized use or disclosure
  - 2) State data used or disclosed
  - 3) Who made the unauthorized use or received the unauthorized disclosure
  - 4) What the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
  - 5) What corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure
  - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Agency) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **3.7.7 Data Breach Responsibilities**

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear

the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

**3.7.8** Additional security requirements may be established in a Task Order and/or a Work Order.

**3.7.9** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

**3.7.10** Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Section 3.7 (or the substance thereof) in all subcontracts.

### **3.8 SOC 2 Type 2 Audit Report**

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

### **3.9 Performance and Personnel**

#### **3.9.1 Roles and Responsibilities**

Personnel roles and responsibilities under the Task Order:

- A. **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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.  
  
The 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.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO

Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

### **3.9.2 Offeror Experience**

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. TO Contractor shall have successfully completed at least two (2) PEN tests within the last three (3) years.
- B. The Master Contractor must demonstrate in its TO Proposal that it has previously performed PEN testing and security vulnerability assessments on all of:
  - 1) Internet-facing systems,
  - 2) Network perimeter security devices and equipment, as described in this TORFP,
  - 3) Internal WLAN devices, including wireless access points, and
  - 4) Hardware devices to include all of (but not limited to) firewalls, routers, Windows-based servers, and comparable network infrastructure devices.

This experience will be proved through the submission of references, at least two (2), that demonstrate the successful completion of a comparable project within the last three (3) years.

### **3.9.3 Personnel Experience**

See Section 1.1 Offeror Personnel Minimum Qualifications.

### **3.9.4 Number of Personnel to Propose**

As part of the TO Proposal evaluation, Offerors shall propose up to five (5) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Agency. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

### **3.9.5 Key Personnel Identified**

Master Contractors may only propose **up to four (4) Key Personnel** in response to this TORFP.

### **3.9.6 TO Contractor Personnel Maintain Certifications**

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement (see Section 1.1.A).

### **3.9.7 Work Hours**

- A. Business Hours: Agency business hours are 8:30 AM to 5:00 PM, Monday through Friday except for State holidays.
- B. The Agency requires that certain activities of the TO Contractor occur outside of Agency business hours, to avoid potential disruption to Agency normal business operations and technology service delivery. Timing of all testing-related activities conducted under the TO shall be approved in advance by the TO Manager without exception.

### 3.10 Substitution of Personnel

#### 3.10.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

#### 3.10.2 Substitution Prior to and 30 Days after Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole

discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### 3.10.3 Substitution More Than 30 Days after Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the timeframe established by the TO Manager, the TO Agreement may be cancelled.

## 3.11 Minority Business Enterprise Reports

### 3.11.1 MBE Participation Reports

Agency will monitor both the TO Contractor's efforts to achieve the Minority Business Enterprise (MBE) participation goal and compliance with reporting requirements.

### 3.11.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to the Agency at the same time the invoice copy is sent:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

### 3.11.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-5) by the 15<sup>th</sup> of each month.

### 3.11.4 Subcontractor reporting shall be sent directly from the subcontractor to the Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

## 3.12 Veteran Small Business Enterprise Reports

There is no Veteran's Small Business Enterprise (VSBE) Goal for this Task Order.

### 3.13 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order under this TO may be issued for fixed price pricing.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request, and
  - 4) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
  - 3) A description of proposed resources required to perform the requested tasks.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- E. Proposed personnel on any type of Work Order shall be subject to Agency approval. The TO Contractor shall furnish resumes of proposed personnel. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- F. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

### 3.14 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.



### **3.14.1 TORFP Subject to CATS+ Master Contract**

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

**3.14.2** All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

### **3.14.3 Contract Management Oversight Activities**

- A. 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 Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **3.14.4 Source Code Escrow**

Source code Escrow does not apply to this Task Order.

### **3.14.5 Purchasing and Recycling Electronic Products**

This section does not apply to this solicitation.

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## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Agency will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (G20B9400007 - External Network, Internal Wireless Network, and Application Security Testing), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

- 4.3.1 Requests for extension of this date or time shall not be granted.
- 4.3.2 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.3 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.



- 4.3.4** TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### **4.4 Award Basis**

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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.

#### **4.5 Oral Presentation**

- 4.5.1** Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately. All proposed Key Personnel must actively participate in the oral presentation, by responding to at least one question posed in advance by the Agency, and by responding as appropriate to further question(s) posed during the oral presentation itself.

#### **4.6 Limitation of Liability**

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

#### **4.7 MBE Participation Goal**

- 4.7.1** A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.7.2** In 2014, Maryland adopted new regulations as part of its MBE program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the MBE forms and instructions.

#### **4.8 VSBE Goal**

There is no VSBE participation goal for this procurement.

#### 4.9 Living Wage Requirements

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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

#### 4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

#### 4.11 Conflict of Interest Affidavit and Disclosure

**4.11.1** Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.

**4.11.2** 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

**4.11.3** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

**4.11.4** By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are without a conflict of interest as defined in COMAR 21.05.08.08A.

#### 4.12 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

#### 4.13 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

#### 4.14 Iranian Non-Investment

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, **Attachment P** of this TORFP.

#### 4.15 Non-Israel Boycott Certification

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its bid or offer on this project, the Offeror has considered all proposals submitted from

qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refuses to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Offeror also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation or contract for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or offer submitted by the Offeror on this project, and terminate any contract awarded based on the bid or offer

#### **4.16 Location of the Performance of Services Disclosure**

No portion of the Performance of Services under this scope of work may be performed outside the United States, without exception.

#### **4.17 Department of Human Services Hiring Agreement**

This solicitation does not require a Department of Human Services (DHS) Hiring Agreement.

#### **4.18 Small Business Reserve Set-Aside**

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

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## 5 TO Proposal Format

### 5.1 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 TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). 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→TORFP Feedback Response Form.

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

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO Proposal Packaging and Delivery

**5.3.1** TO Proposals delivered by facsimile shall not be considered.

**5.3.2** Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

**5.3.3** Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

**5.3.4** E -mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to SRA upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 20 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP G20B9400007 and either “Technical” or “Financial.”

**5.3.5 Two Part Submission:**

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
  - 2) the TO Technical Proposal in searchable Adobe PDF format,
  - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- B. TO Financial Proposal consisting of:
  - 1) TO Financial Proposal and all supporting material in Microsoft Word format,
  - 2) a copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

## **5.4 Volume I - TO Technical Proposal**

**IMPORTANT:** Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

**5.4.1** In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

**5.4.2** The TO Technical Proposal shall include the following documents and information in the order specified as follows:

- A. Proposed Services:
  - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
  - 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to match the requirements outlined in Sections 2-3.
  - 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
  - 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
  - 5) Non-Compete Clause Prohibition:

The Agency seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another to minimize disruption due to a change in contractor and maximize the maintenance of

institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the requirements of Section 2 (Scope of Work) working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

**B. Proposer Information Sheet and Transmittal Letter**

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

**C. Minimum Qualifications Documentation (If applicable)**

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

**D. Proposed Personnel and TORFP Staffing**

Offeror shall propose up to **four (4)** Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource a detailed resume that lists experience, dates, skills, certifications, education, and other information that is directly relevant to the requirements of this TORFP.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications. In addition, proposals shall indicate specifically which proposed personnel are currently employees of either the Master Contractor or proposed subcontractor(s). Also provide an image of unexpired certification certificates to substantiate certification requirements in accordance with Section 1.1.A.
- 4) Provide three (3) references per proposed Key Personnel, at least two (2) of which demonstrate the successful completion of a comparable project within the last three (3) years.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:

- a) Planned team composition by role

**IMPORTANT: Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.**

- b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
  - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. Overall Offeror Team Organizational Chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to the 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 A above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall 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 **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

## 5.5 Volume II – TO Financial Proposal

- 5.5.1** The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.



- 5.5.2** The TO Financial Proposal shall contain 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 Financial Proposal Form);
- 5.5.3** **Attachment B**– Financial Proposal Form, with fixed pricing proposed for each of the two (2) groups of deliverables including all associated costs.
- 5.5.4** Prices shall be valid for 120 days.

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## 6 Evaluation and Selection Process

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 Agency will consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Agency reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5 Oral Presentation**).

#### 6.2.2 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. The quality and accuracy of the TO Proposal will be considered as one component of the Offeror's understanding of work requirements. TO Proposals, which include limited responses to work requirements such as "concur or will comply", will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

#### 6.2.4 Demonstration of how the Master Contractor plans to staff the TO to fulfill all requirements of the TORFP, to complete requirements not addressed fully by proposed Key Personnel, and for potential future resource requests.

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B - TO Financial Proposal Form**.

## 6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

## 6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: TORFP ATTACHMENTS AND APPENDICES**

| Applies? | When to Submit                           | Label | Attachment Name  |
|----------|--|-------|--|
| Y        | Before TO Proposal                       | A     | Pre-Proposal Conference Response Form and Directions   |
| Y        | With TO Proposal                         | B     | TO Financial Proposal Instructions and Form  |
| N        | N/A                                      | C     | RESERVED   |
| Y        | With TO Proposal                         | D     | MBE Forms D-1A<br><a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a>  |
| Y        | 10 Business Days after recommended award | D     | MBE Forms D-1B, D-1C, D-2, D-3A, D-3B<br><a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a><br><b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. |
| Y        | As directed in forms                     | D     | MBE Forms D-4A, D-4B, D-5<br><a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a>   |

| Applies?                      | When to Submit                          | Label | Attachment Name  |
|-------------------------------|---|-------|--|
|                               |   |       | <a href="#">Forms-1.pdf</a>  |
| N                             | With TO Proposal                        | E     | Veteran-Owned Small Business Enterprise (VSBE) Form E-1                              |
| N                             | 5 Business Days after recommended award | E     | VSBE Forms E-2, E-3  |
| Y                             | With TO Proposal                        | F     | Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement |
| N                             | With TO Proposal                        | G     | Federal Funds Attachments  |
| Y                             | With TO Proposal                        | H     | Conflict of Interest Affidavit and Disclosure  |
| Y                             | 5 Business Days after recommended award | I     | Non-Disclosure Agreement (TO Contractor)   |
| N                             | 5 Business Days after recommended award | J     | HIPAA Business Associate Agreement   |
| N                             | With TO Proposal                        | K     | Mercury Affidavit  |
| Y                             | With TO Proposal                        | L     | Location of the Performance of Services Disclosure                                   |
| Y                             | 5 Business Days after recommended award | M     | Task Order Agreement   |
| N                             | n/a                                     | N     | RESERVED   |
| N                             | n/a                                     | O     | RESERVED   |
| Y                             | With TO Proposal                        | P     | Certification Regarding Investment in Iran   |
| <b>Appendices</b>             |   |       |  |
| Applies?                      | When to Submit                          | Label | Attachment Name  |
| Y                             | N/A                                     | 1     | Abbreviations and Definitions  |
| Y                             | With TO Proposal                        | 2     | Offeror Information Sheet  |
| Y                             | Prior to commencement of work           | 3     | Criminal Background Check Affidavit  |
| <b>Additional Submissions</b> |   |       |  |
| Y                             | 5 Business Days after recommended award | --    | Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy         |
| Y                             | With deliverables                       | --    | Deliverable Product Acceptance Form (DPAF) (see online at                            |

| Applies? | When to Submit | Label | Attachment Name   |
|----------|----------------|-------|---|
|          |                |       | <a href="http://doit.maryland.gov/contracts/Documents/CATSPlu/s/CATS+DPAFSample.pdf">http://doit.maryland.gov/contracts/Documents/CATSPlu/s/CATS+DPAFSample.pdf</a> |

**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number G20B9400007**

External Network, Internal Wireless Network, and Application Security Testing

A TO Pre-proposal conference will be held on March 20, 2019 at 2:00 P. M., Local Time at the Maryland State Retirement Agency, SunTrust Building, Conference Room 1631, 120 East Baltimore Street, Baltimore, MD 21202.

Please note that Vendors will have the option to call in to the Pre-proposal conference. The call in number and instructions will be emailed.

Please return this form by March 18, 2019, advising whether or not you plan to attend in person or via Conference Call. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Margie J. Gordon, CPPB  
SRA  
E-mail: [procurement@sra.state.md.us](mailto:procurement@sra.state.md.us)  
Fax #: 410-468-1703

Please indicate:

\_\_\_\_\_ Yes, the following representatives will attend.  
Attendees (Check the TORFP for limits to the number of attendees allowed):  
1.  
2.  
3.  
\_\_\_\_\_ No, we will not attend.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 "TO Pre-proposal conference"):

Offeror: \_\_\_\_\_

*Offeror Name (please print or type)*

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

*Signature/Seal*

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

*Printed Name*

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

*Title*

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

*Date*



## Directions to the TO Pre-Proposal Conference

### Directions and Parking

#### Driving Directions to the Agency

Coming from the north

1. Take I-83 S toward Baltimore
2. Turn right on Fayette St. via Exit 1
3. Turn left onto St. Paul St.
4. Turn left onto E. Baltimore St.
5. Sun Trust building is at corner of E. Baltimore and Calvert Streets

Coming from the south

1. Take I-95 N toward Baltimore
2. Take I-395 N via Exit 53 toward downtown
3. Follow signs to I-395 Downtown Inner Harbor
4. Turn right on Conway St.
5. Go left at Light St. (sign indicates Calvert St. as well)
6. Sun Trust building is at corner of Calvert and E. Baltimore Streets

Coming from the Eastern Shore

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

Coming from the west

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

#### Parking

Parking at your own expense is available in the Sun Trust Building. There are also numerous other garages in the area.

## Sun Trust Garage

Hourly rates for the garage are as follows.

| Time           | Rate |
|----------------|------|
| Up to 90 mins. | \$16 |
| Daily max      | \$24 |
| After 5pm      | \$8  |

The entrance to the garage is on Calvert Street. To get to the lobby from the garage, enter the garage elevator and choose floor #1.

**Attachment B. TO Financial Proposal Instructions & Form**

**Price Sheet – Fixed Price**

Price SHEET (Fixed Price) for CATS+ TORFP # G20B9400007

| Identification  | Deliverable   | Proposed Price |
|---|---|----------------|
| First Stage:<br>PEN Test –<br>2.4.4.1 through<br>2.4.4.3      | Group 1 Deliverables, including:<br>Integrated Project Schedule (2.4.4.1), External<br>Network Penetration Test Results (2.4.4.2), and<br>Analysis, Conclusions, and Recommendations<br>from the External Network Penetration Test<br>(2.4.4.3) | \$             |
| Second Stage:<br>Application<br>Test – 2.4.4.4<br>and 2.4.4.5 | Group 2 Deliverables, including:<br>Secure Internet Application Test Results (2.4.4.4)<br>and Analysis, Conclusions, and Recommendations<br>from the Secure Internet Application Test<br>(2.4.4.5)  | \$             |
| Total Proposal Fixed Price                                    |   | \$             |

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment C.      RESERVED**

**Attachment D. Minority Business Enterprise (MBE) Forms**

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # G20B9400007**

All required MBE Forms are located at this site:

<http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>

**Please refer to Table 1: TORFP ATTACHMENTS AND APPENDICES in Section 7 of this TORFP for submission guidance.**

For assistance with these forms, please go to <https://goma.maryland.gov/Pages/Reporting-Tool-MBE.aspx>.

On the GOSBA site, in the lower right hand, under MBE Forms for Participation, see MBE Participation Forms Examples.

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-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), D-4B (MBE Prime Contractor Report) and D-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-4A 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 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 of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. 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, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **Subcontractor's D-5 report only**. Therefore, if the subcontractor(s) do not submit D-5 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-4A. 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.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.



**Attachment F. Maryland Living Wage Affidavit of Agreement for  
Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any workweek on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, no later than 90 days after the start

of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

**F-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. G20B9400007

Name of Contractor:

Address:

**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):

- ☐ Offeror is a nonprofit organization
- ☐ Offeror is a public service company
- ☐ Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ 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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):
- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
  - ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
  - ☐ The employee(s) proposed to work on the 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: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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 Offeror, TO 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 Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the 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 TO Contractor shall continue performance until notified by the TO 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 THIS AFFIDAVIT WITH Bid/PROPOSAL**

**Attachment I. Non-Disclosure Agreement (TO Contractor)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Maryland State Retirement Agency) (the “Agency”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for External Network, Internal Wireless Network, and Application Security Testing Solicitation # G20B9400007; and \_\_\_\_\_

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

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation 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. 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” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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. The 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 except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the Agency all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
  7. A breach of this Agreement by the TO Contractor or 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 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 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, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
  10. The parties further agree that:
    - a. This Agreement shall be governed by the laws of the State of Maryland;
    - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
    - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
    - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
    - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
    - f. The Recitals are not merely prefatory but are an integral part hereof; and
    - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:

MARYLAND STATE RETIREMENT  
AGENCY

By:

(seal)

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

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

[illegible]

**I-3 NON-DISCLOSURE AGREEMENT**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL  
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“TO Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

For IT purchases, a Mercury Affidavit is required when any equipment is purchased by the State.

**Attachment L. Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.



**Attachment M. Task Order**

CATS+ TORFP# G20B9400007 OF  
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland State Retirement Agency (SRA or the “Agency”).

IN CONSIDERATION of the mutual promises, 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 Maryland State Retirement Agency, as identified in the CATS+ TORFP # G20B9400007.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # G20B9400007, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Margie J. Gordon, CPPB. The Agency may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between SRA and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means David S. Toft, Sr., CISSP. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 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:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

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 term of this TO Agreement shall commence as of the "Effective Date" and expire on the last day of the 2<sup>nd</sup> anniversary thereof.

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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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.

SIGNATURES ON NEXT PAGE

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, SRA

\_\_\_\_\_

\_\_\_\_\_

By: Margie J. Gordon, CPPB, TO Procurement Officer

Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

Assistant Attorney General

|                      |                 |
|----------------------|-----------------|
| <b>Attachment N.</b> | <b>RESERVED</b> |
|----------------------|-----------------|

**Attachment O.      RESERVED**

**Attachment P. 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:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. 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](http://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: \_\_\_\_\_

## Appendix 1. – Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- B. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- E. Effective Date - The date of mutual TO Agreement execution by the parties
- F. Information System– A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- G. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- H. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order.
- I. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- J. Maryland State Retirement Agency or (SRA or the “Agency”)
- K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- L. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- M. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- N. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- O. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- P. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that

is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- Q. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- R. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- S. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- T. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- U. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes, modified versions, or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- V. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- W. State – The State of Maryland.
- X. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- Y. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- Z. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
  - 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.



- 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
  - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
  - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  - 7) Operating procedures
- AA. Task Order (TO) – The scope of work described in this TORFP.
- BB. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- CC. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- DD. TO Proposal – As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.
- EE. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- FF. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
  - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 10) were specifically identified and listed as Third Party Software in the Proposal.
- GG. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B – TO Financial Proposal Form**, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- HH. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- II. Work Order – A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

## Appendix 2. – Offeror Information Sheet

| Offeror   |  |
|---|--|
| Company Name  |  |
| Street Address  |  |
| City, State, Zip Code                                       |  |
| TO Contractor Federal Employer Identification Number (FEIN) |  |
| TO Contractor eMM ID number                                 | As of the date of Proposal submission, are you registered to do business with the state of Maryland?                               |
| SBE / MBE/ VSBE Certification                               |  |
| SBE   | Number:<br>Expiration Date:  |
| VSBE  | Number:<br>Expiration Date:  |
| MBE   | Number:<br>Expiration Date:<br>Categories to be applied to this solicitation (dual certified firms must choose only one category). |
| Offeror Primary Contact                                     |  |
| Name  |  |
| Title   |  |
| Office Telephone number (with area code)                    |  |
| Cell Telephone number (with area code)                      |  |
| e-mail address  |  |
| Authorized Offer Signatory                                  |  |
| Name  |  |
| Title   |  |
| Office Telephone number (with area code)                    |  |
| Cell Telephone number (with area code)                      |  |
| e-mail address  |  |

### Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_(Title)\_\_\_\_\_ and the duly authorized representative of \_\_\_\_ (Master Contractor)\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_ (Master Contractor)\_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the \_\_\_\_ (Master Contractor) \_\_\_\_\_ has conducted criminal background checks on all personnel assigned to conduct External Network, Internal Wireless Network, and Application Security Testing at the Maryland State Retirement Agency and all of these candidates have successfully passed the background checks required under Section 3.7.2 of this TORFP. Master Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date