

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



**MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR
VEHICLE ADMINISTRATION (MDOT MVA)**

SOLICITATION NUMBER: J04B9400055

INFORMATION TECHNOLOGY AUDITING SERVICES

ISSUE DATE: JUNE 11, 2019

NOTICE TO OFFERORS

MDOT MVA
KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Information Technology Auditing Services
Solicitation Number (TORFP#):	J04B9400055
Functional Area:	Functional Area 9 – IT and Telecommunications Financial and Auditing Consulting Services
TORFP Issue Date:	
TORFP Issuing Office:	Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA or the “Administration”)
Department/Location:	Maryland Department of Transportation Motor Vehicle Administration 6601 Ritchie Hwy, N.E. Glen Burnie, MD 21062
TO Procurement Officer: e-mail: Office Phone:	Jessica Mettle Maryland Department of Transportation Motor Vehicle Administration 6601 Ritchie Hwy, N.E. Glen Burnie, MD 21062 jmettle@mdot.maryland.gov 410-768-7252
TO Manager: e-mail: Office Phone:	Antony Antony aantony@mdot.maryland.gov 410-768-7050
TO Proposals are to be sent to:	jmettle@mdot.maryland.gov Motor Vehicle Administration 6601 Ritchie Hwy, N.E. Glen Burnie, MD 21062 Attention: Jessica Mettle
TO Pre-proposal Conference:	June 27, 2019 at 10:00 a.m. Local Time Maryland Department of Transportation Motor Vehicle Administration 6601 Ritchie Hwy, N.E., Conference Room 223C Glen Burnie, MD 21062 See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	July 18, 2019 at 11:00 a.m. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%

Task Order Type:	Fixed Price with Fixed Price Work Orders
Task Order Duration:	Fifteen (15) Months, with one (1) two-year renewal option
Primary Place of Performance:	Maryland Department of Transportation Motor Vehicle Administration 6601 Ritchie Hwy, N.E. Glen Burnie, MD 21062
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	July 5, 2019 at 3:00 p.m. Local Time

TABLE OF CONTENTS - TORFP

1	Minimum Qualifications	7
1.1	Offeror Personnel Minimum Qualifications.....	7
2	TO Contractor Requirements: Scope of Work	8
2.1	Purpose.....	8
2.2	Requesting Agency Background.....	9
2.3	Requirements.....	10
2.4	Deliverables.....	14
2.5	Change Orders.....	26
3	TO Contractor Requirements: General	27
3.1	Invoicing.....	27
3.2	Liquidated Damages.....	30
3.3	Data Ownership and Access.....	30
3.4	Insurance Requirements.....	30
3.5	Security Requirements.....	31
3.6	Experience and Personnel.....	35
3.7	Substitution of Personnel.....	38
3.8	Minority Business Enterprise (MBE) Reports.....	39
3.9	Veteran Small Business Enterprise (VSBE) Reports.....	39
3.10	Work Orders.....	39
3.11	Contract Management Oversight Activities.....	40
3.12	No-Cost Extensions.....	41
4	TORFP Instructions	42
4.1	TO Pre-Proposal Conference.....	42
4.2	Questions.....	42
4.3	TO Proposal Due (Closing) Date and Time.....	42
4.4	Award Basis.....	43
4.5	Oral Presentations.....	43
4.6	Limitation of Liability.....	43
4.7	MBE Participation Goal.....	43
4.8	VSBE Goal.....	43
4.9	Living Wage Requirements.....	43
4.10	Federal Funding Acknowledgement.....	43

4.11	Conflict of Interest Affidavit and Disclosure	43
4.12	Non-Disclosure Agreement	44
4.13	HIPAA - Business Associate Agreement	44
4.14	Mercury and Products That Contain Mercury	44
4.15	Location of the Performance of Services Disclosure	44
5	TO Proposal Format	45
5.1	Required Response	45
5.2	Two Part Submission.....	45
5.3	TO Proposal Packaging and Delivery.....	45
5.4	Volume I - TO Technical Proposal.....	46
5.5	Volume II – TO Financial Proposal	49
6	Evaluation and Selection Process.....	51
6.1	Evaluation Committee	51
6.2	TO Technical Proposal Evaluation Criteria.....	51
6.3	TO Financial Proposal Evaluation Criteria.....	51
6.4	Selection Procedures.....	51
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	52
7	TORFP ATTACHMENTS AND APPENDICES	53
Attachment A.	TO Pre-Proposal Conference Response Form.....	55
Attachment B.	TO Financial Proposal Instructions & Form.....	56
Attachment C.	Bid/Proposal Affidavit.....	57
Attachment D.	Minority Business Enterprise (MBE) Forms	63
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	64
Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	65
Attachment G.	Federal Funds	69
Attachment H.	Conflict of Interest Affidavit and Disclosure	70
Attachment I.	Non-Disclosure Agreement (TO Contractor).....	71
Attachment J.	HIPAA Business Associate Agreement.....	74
Attachment K.	Mercury Affidavit.....	75
Attachment L.	Location of the Performance of Services Disclosure	76

Attachment M. Task Order 77

Appendix 1. Abbreviations and Definitions..... 80

Appendix 2. Offeror Information Sheet..... 82

Appendix 3. Criminal Background Check Affidavit 83

Appendix 4 Labor Classification Personnel Resume Summary 84

1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, **Section 2.10**.

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.

And subsequent Amendment #4 & Amendment – Section 2.10 update-see:

http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf

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2 TO Contractor Requirements: Scope of Work

2.1 Purpose

The Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA or the “Administration”) is seeking proposals from CATS+ Master Contractors experienced in information technology Independent Assessment Consulting and Risk Assessment Analysis. The intent of this TORFP is to make one (1) award to a Master Contractor to perform an Independent Assessment and Risk Assessment Analysis Audit of the MDOT MVA Information Technology System and Infrastructure. The TO Contractor will report to MDOT MVA’s Chief Internal Auditor/Audit Manager of the Internal Auditing Division.

The overall goal of this Independent Assessment and Risk Assessment Audit is to provide the MDOT MVA reasonable assurance that its: Information technology (IT) system requirements are achieved; business objectives are accomplished; resources are used economically and efficiently; governing laws and regulations, as well as MDOT MVA and DoIT policies and procedures are complied with; operating system information is reliable and timely; and State assets both physical and logical are adequately secured.

Part 1 of this Independent Assessment and Audit will be Information Systems Audit and Quality Assurance and shall address each Office of Legislative Audits (OLA) IT finding(s) for the previous year’s OLA audits, as well as identify IT deficiencies and provide reports and recommendations to MDOT MVA Senior Management.

Part 2 of this Independent Assessment and Audit will be a Risk Assessment Analysis on MDOT MVA data security, cloud computing, systems access, operating systems and software compliance, to include a Security Gap Analysis.

Generally, every three (3) years, the Office of Legislative Audits (OLA) performs Agency audits accordance with the State Government Article, Sections 2-1217 through 2-1227 of the Annotated Code of Maryland and reports its findings to the General Assembly’s Joint Audit Committee.

Prior to the completion of each audit, OLA provides its findings to the Agencies/Departments for a response and a corrective action plan. Upon the completion of the audit, OLA provides its findings and recommendations to the Agency/Department and the Joint Audit Committee.

The MDOT MVA has received audit findings related to its IT environment. The purpose for this TORFP is to provide an independent assessment of whether the systems in place at the MDOT MVA provide reasonable assurance that: information technology (IT) system requirements are achieved; business objectives are accomplished; resources are used economically and efficiently; governing laws and regulations, as well as MDOT MVA and DoIT policies and procedures are complied with; operating system information is reliable and timely; and state assets both physical and logical are adequately secured.

The MDOT MVA Office of Information Technology (OIT) provides technical and management support for all MDOT MVA IT systems. The MDOT MVA data center at MDOT MVA’s Headquarter facility located in Glen Burnie, Maryland supports an environment comprised of an IBM Mainframe, servers, personal computers, workstations, Windows operating systems, and telecommunication and network devices. The MDOT MVA’s primary systems include the following:

Vehicle Services (Titles & Registrations) developed using COBOL and DB2 in an IBM Mainframe environment. This system is over 25 years old and has minimal flexibility.

Driver Enforcement Services which tracks driving violations and driving records supported on the same IBM mainframe environment.

Driver Licensing Services are supported by a client/server system built using Microsoft Visual Basic and SQL Server. This Driver Licensing Services system processes driver licensing transactions and supports Driver License Card Production. This system is tightly linked with the IBM mainframe environment.

Business Licensing Services are support by a client/server system built using C# and COBOL with a Microsoft SQL Server database. This system also communicates with the IBM mainframe environment.

Financial Operations are supported by the MDOT's Financial Management Information System (FMIS) Accounting System. FMIS supports the broad range of financial operations.

Accounts Receivable System (ARS) - Financial operations are also supported by an Accounts Receivable System and Point of Sale system.

Document Imaging and Workflow functions are supported by the MDOT MVA's DIWS system. This system manages six (6) terabytes of document and workflow data.

eStore: Developed using C# interfaces with DLS and IBM Mainframe to process Drivers Licensing and Registration transaction over the Web and eMDOT MVA KIOSK.

The MDOT MVA is currently evaluating proposals to upgrade some of our legacy systems and we anticipate some of the changes could take place during the performance period of the Task Order Agreement.

2.2 Requesting Agency Background

The MDOT MVA plays a vital role in ensuring mobility for Maryland residents and road users. Maryland lies in a central location along the Eastern seaboard and its transportation network is critical to linking the regional and national economies. As one of the five Transportation Business Units (TBU) under the Maryland Department of Transportation (MDOT), the MDOT MVA with a staff of 1,600+ employees, is responsible for the following tasks:

- A. Licenses all commercial and non-commercial drivers;
- B. Registers and titles commercial and non-commercial vehicles;
- C. Issues photo identification for non-drivers;
- D. Manages Driver Instructional, Driver Wellness and Motor Vehicle Safety Programs;
- E. Protects the integrity and security of driver and vehicle records;
- F. Administers the mandatory insurance compliance program;
- G. Inspects Maryland's school buses;
- H. Regulates driving schools and motor vehicle dealers;
- I. Ensures air quality through the vehicle emissions inspection program; and,
- J. Reduces and prevents motor vehicle related crashes, injuries and fatalities through education, enforcement, and engineering countermeasures.

Currently, the MDOT MVA operates a large physical presence across the State. The MDOT MVA serves its customers through a network of customer service offices: 19 Full-Service Branch Offices and four (4) Limited or Express Offices, for a total of 23 Branch Offices; electronic services: currently 52, however,

increasing to 82 eMDOT MVA kiosks and the Internet; one (1) customer service center; one (1) MDOT MVA Bus (a mobile service center that travels throughout the State); 18+ motorcycle safety training centers; and 18 Vehicle Emissions Inspection (VEIP) stations and 10 eMDOT MVA VEIP kiosks. The MDOT MVA also operates vehicle registration services at 11 county treasurers' offices and serves approximately 750 Electronic Registration and Titling (ERT) participants and 130 title service agents.

In addition, the MDOT MVA Maryland Highway Safety Office (MHSO) has a local outreach program called the "Regional Traffic Safety Program", consisting of traffic safety coordinators in nine (9) regions that represent Maryland's 23 counties and Baltimore City. They are responsible for educating the public and promoting safe driving behaviors using a data driven approach.

2.2.1 State Responsibilities

The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor Personnel performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, and key data entry) shall be identified.

2.3 Requirements

2.3.1 INDEPENDENT AUDIT ASSESSMENT REQUIREMENTS

The MDOT MVA seeks an Independent Audit Assessment to determine if it has addressed and successfully implemented processes in response to all previous OLA audit findings and recommendations related to the MDOT MVA IT system, to include its infrastructure, operating system, policies and procedures including discussion notes that relate to deficiencies regarding information technology and systems.

The Independent Audit Assessment will also include an Audit and Risk Assessment for compliance with the State Department of Information Technology (DoIT), Maryland Department of Transportation and MDOT MVA IT policies and procedures related but not limited to following types of:

- Data Security;
- Cloud Computing;
- Systems Access;
- Operating Systems;
- Software Applications;
- Payment Card Industry (PCI) Compliance;
- SOC 2 Type 2 Audit requirements on third party vendors;
- Web Applications;
- Web Services;
- Databases;
- Servers;
- Disaster Recovery locations;
- Systems Development Life Cycle; and
- Attack and Penetration Testing Reviews.

The Independent Audit Assessment will include a Security Gap Analysis in accordance with the SAN's top 20 critical controls.

2.3.2 GENERAL INDEPENDENT AUDIT ASSESSMENT REQUIREMENTS

The strategy for this TORFP is for the TO Contractor to provide Independent Audit Assessment services to provide the MDOT MVA reasonable assurance that its: Information technology (IT) system requirements are achieved; business objectives are accomplished; resources are used economically and

efficiently; governing laws and regulations, as well as MDOT MVA and DoIT policies and procedures are complied with; operating system information is reliable and timely; and State assets both physical and logical are adequately secured.

The TO Contractor shall be primarily responsible for acting on behalf, and in the best interests of the MDOT MVA.

- 2.3.2.1 The TO Contractor shall verify that processes implemented by the MDOT MVA as a result of OLA Audit findings are adequate.
- 2.3.2.2 The TO Contractor shall assist MDOT MVA in evaluating established, quality controls utilized, identify control weaknesses and provide recommendations for improvements based on current professional/industry standards.
- 2.3.2.3 The TO Contractor shall complete each Task Order element in the following timeline:
 - a. Part 1 – within three (3) months of NTP;
 - b. Part 2 – start as of an NTP issued by MDOT MVA immediately after completion of Part 1, to be completed six (6) months after NTP.
- 2.3.2.4 All Independent Audit Assessment services shall be performed and managed as a project with deliverables and reporting to State personnel in accordance with industry best practice.
- 2.3.2.5 The TO Contractor shall develop an Independent Audit Assessment services Project Management Plan for performing the Independent Audit Assessment services described in this Task Order. Once the TO Manager accepts the Independent Audit Assessment services Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.
- 2.3.2.6 The TO Contractor shall not implement any Independent Audit Assessment services activities prior to MDOT MVA approval.
- 2.3.2.7 The TO Contractor shall modify and update the Independent Audit Assessment services Management Plan throughout the term of the Contract at least monthly for all months when the TO Contractor is performing work.
- 2.3.2.8 The TO Contractor shall create a work Independent Audit Assessment services Project Schedule for all Independent Audit Assessment services activities, for approval in accordance with PMBOK (latest edition) and State policies in Section 2.4. MDOT MVA expects to review and re-approve the Work Breakdown Structure (WBS) at the commencement of each part of work (i.e., Part 1 and Part 2). The Project Schedule shall schedule indicating timelines, dependencies, and obligations of State employees.
- 2.3.2.9 The TO Contractor shall update the Project Schedule in accordance with PMBOK (latest edition) and State policies in Section 2.4.
- 2.3.2.10 The TO Contractor shall provide an Independent Audit Assessment services milestone schedule and update as approved deliverables dates change for milestones.
- 2.3.2.11 The TO Contractor shall work closely with MDOT MVA Project Manager to ensure proper transparency into TO Contractor’s Independent Audit Assessment services activity, including: risks, stakeholder communications and attend meetings as required.
- 2.3.2.12 The TO Contractor shall conduct an Independent Audit Assessment services Kick-off meeting prior to starting each Independent Audit Assessment services part of work (i.e., Part 1 and Part 2).
 - a. The purpose of this meeting is to educate and obtain buy-in from participants in the Independent Audit Assessment services process. The meeting shall accomplish the

following: define roles and responsibilities, establish logistical details and communication expectations, and clarify Independent Audit Assessment services tasks and time frames.

- b. The TO Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Manager in advance. Prior to and in preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials, begin independent research for the Independent Audit Assessment services and obtain pertinent project documents and information from the TO Manager.

2.3.2.13 The TO Contractor shall provide on a bi-weekly basis Independent Audit Assessment services project status reports that accurately depict accomplishments, outstanding items, remediation efforts and overall progress.

2.3.3 PART 1: Information Systems Audit and Quality Assurance – Fixed Price

2.3.3.1 The TO Contractor shall perform an Information Systems Audit and Quality Assurance assessment of the MDOT MVA IT infrastructure and systems to assess the status of OLA Audit findings.

2.3.3.2 This Information Systems Audit and Quality Assurance assessment shall produce findings and recommendations related to previous MDOT MVA audit findings based on:

- a. Stakeholder interviews, if applicable
- b. MDOT MVA IT operations and procedures
- c. Analysis of MDOT MVA IT, State DoIT and MDOT IT procedures that may encompass multiple subsystems' documentation
- d. Other things determined to be relevant to the Information Systems Audit and Quality Assurance assessment effort

2.3.3.3 The Information Systems Audit and Quality Assurance assessment shall:

- a. Document deviations from the MDOT MVA's response to the OLA Legislative findings and the actual MDOT MVA process/controls
- b. Provide recommendations for improved efficiencies
- c. Document the degree to which all implemented OLA audit findings fulfill their intended purpose as per the OLA Legislative audit and that any deviations are fully documented
- d. Document the degree to which MDOT MVA's responses to the OLA legislative audit findings fulfill the intended purpose of correcting the deficiencies

2.3.4 PART 2: Risk Assessment Analysis – Fixed Price

- 2.3.4.1 The TO Contractor shall conduct an IT Risk Assessment testing general controls including data security, cloud computing, systems access, operating systems and software applications.
- 2.3.4.2 The TO Contractor shall perform a Security Gap Analysis for the MDOT MVA OIR following SAN's top 20 critical controls.
- 2.3.4.3 The TO Contractor shall evaluate the MDOT MVA IT business practices in relation to IT Security Gap Analysis. This will include current MDOT MVA IT operations and policy status as compared to Security rule standards and specific remediation steps to correct potential violations.
- 2.3.4.4 The TO Contractor shall compare Security regulations with all State of Maryland and MDOT policies and procedures.

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 - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: 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 State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

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. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. 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 3.1**. 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 period for correction.
- E. At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

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 information reasonably 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

Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-working day for the State shall be due the next working day. TO Contractor will work to meet Time of Performance and proactively manage the project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance dates should be raised to TO Manager at least two weeks prior to due date of deliverables for resolution.

For all Findings Reports, Plans, and Presentations, due to the sensitive nature of the material, deliverables shall not be sent via e-mail. 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.

Independent Audit Assessment Part 1 – Information Systems Audit and Quality Assurance			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Business Days)
2.4.4.1	Independent Audit Assessment - Part 1 Kick-Off Meeting	<ol style="list-style-type: none"> 1) Meeting agenda in Microsoft Word 2) Sign-in sheet for Independent Audit Assessment kick-off participant in Microsoft Word. 3) Presentation material in MS Power Point shall discuss, at a minimum, the following: <ol style="list-style-type: none"> a) Roles & Responsibilities b) Task/Risk involved c) Analysis/Methodology d) Scope/Objectives e) Schedule f) Access to various systems/documentations 4) Concise, oral presentation delivered in person by the TO Contractor. 5) Artifact will comply with CISA Methodology where applicable. 	NTP+ 7 Business Days
2.4.4.2	Independent Audit Assessment – Project Management Plan	<p>The Independent Audit Assessment Project Management Plan for the Information Systems Audit and Quality Assurance shall include:</p> <ol style="list-style-type: none"> 1) A description of the activities required to perform Part 1. 2) Personnel dedicated to the Independent Audit Assessment. 3) The schedule for performing Independent Audit Assessment services. 4) Professional CISA Standards for performing IT System Audit Services. 5) The methodology used for performing the tasks consistent with TO contractor proposals. <p>This plan shall be a Microsoft Word document submitted via e-mail attachment. The Independent Audit Assessment Project Management Plan shall</p>	NTP + 20 Business Days

Independent Audit Assessment Part 1 – Information Systems Audit and Quality Assurance			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Business Days)
		describe the background, purpose, and approach consistent with the Independent Audit Assessment TORFP and the TO Contractor’s Proposal.	
2.4.4.3	Independent Audit Assessment Project Schedule	<p>The Project Schedule shall be a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all Independent Audit Assessment deliverables. The TO Contractor shall provide a draft copy of the Independent Audit Assessment Project Status Report (Deliverable 2.4.4.4) with the Independent Audit Assessment Project Schedule.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with Independent Audit Assessment Project Status Reports. Independent Audit Assessment Project Schedule in Microsoft Project shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> • Gantt chart schedule of tasks • Time frames for all Independent Audit Assessment deliverables • Task and task dependencies • Resources assigned • Sample/Draft copy of the Independent Audit Assessment Findings Report <p>Sample of Project Status Report shall also be provided. Artifacts shall comply with CISA Methodology where applicable.</p>	Draft shall be available at Kick-off Meeting. Final Independent Audit Assessment Project Schedule to be provided 20 Business Days after Kick-off Meeting.
2.4.4.4	Independent Audit Assessment Project Status Reports	These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with	14 Business Days after acceptance of Project Schedule for the first report and bi-

Independent Audit Assessment Part 1 – Information Systems Audit and Quality Assurance			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Business Days)
		<p>“Independent Audit Assessment” in the e-mail subject line.</p> <p>The reports shall detail the Independent Audit Assessment activities and progress for comparison against the Independent Audit Assessment Findings Report (Deliverable 2.4.4.3). Reports shall be submitted in conjunction with bi-weekly Independent Audit Assessment status discussions with the TO Manager.</p> <p>Note: The DPAF for this deliverable should be submitted when the last Independent Audit Assessment Project Status Report is submitted.</p> <p>Reports in Microsoft Word shall contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> 1) Purchase Order Number and the reporting period information. 2) Table listing all Independent Audit Assessment deliverables and indicating percent complete for each. 3) List of tasks accomplished during the reporting period. 4) Description of issues/risks confronting the TO Contractor in executing the IV&V, impacts on performance, and mitigation strategies. 5) Updated project plan as modifications occur. 	weekly thereafter for the duration of the Task Order period of performance, during the period when the TO Contractor is performing work on the Task Order
2.4.4.5	Independent Audit Assessment Draft Findings Report	This report shall be a Microsoft Word document submitted to MDOT MVA via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager.	NTP + 45 Business Days

Independent Audit Assessment Part 1 – Information Systems Audit and Quality Assurance			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Business Days)
		<p>The Draft Findings Report shall be fact-based. The TO Contractor will maintain working papers that are necessary to substantiate all risks and issues described in the report. Work papers shall be available for State inspection when requested.</p> <p>The Draft Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> 1) One-page executive summary section that provides a concise overview of high priority findings and recommendations organized by Independent Audit Assessment Objectives. 2) Description of the methodology used to perform the Independent Audit Assessment. 3) Findings classified by risk categories. 4) Table describing deficiencies with corresponding risk categorization, probabilities, impacts, priority and corrective actions. 5) References to artifacts and meetings. <p>Artifacts shall comply with CISA Methodology where applicable.</p>	
2.4.4.6	Independent Audit Assessment Findings Report –	<p>This report is the finalized version of Deliverable 2.4.4.5, updated by the TO Contractor based on feedback received on the draft version and from Deliverable 2.4.4.5.</p> <p>This report shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure</p>	NTP + 90 Business Days

Independent Audit Assessment Part 1 – Information Systems Audit and Quality Assurance			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Business Days)
		<p>communication as agreed by TO Manager. This report shall also include any updates on follow-up questions and activities requested from MDOT MVA.</p> <p>Final Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> 1) Updates to findings as appropriate 2) Independent Audit Assessment Corrective Action Plan (CAP) 3) The plan shall contain: <ol style="list-style-type: none"> a) The table of deficiencies and recommended corrective actions. b) A breakdown of planned agency tasks and time frames to implement each recommended corrective action. 4) Update with additional information / clarification as requested by MDOT MVA. 5) Artifacts will comply with CISA Methodology where applicable. 	
Independent Audit Assessment Part 2 – Risk Assessment Analysis			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance
2.4.4.7	Independent Audit Assessment Part 2 Kick-Off Meeting	<i>See descriptions in 2.4.4.1 and 2.4.1</i>	NTP + 5 Business Days
2.4.4.8	Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Management Plan	<p>The Independent Audit Assessment Project Management Plan for the Risk Assessment Analysis/Security Gap Analysis shall include:</p> <ol style="list-style-type: none"> 1) A description of the activities required to perform Part 2. 	NTP +20 Business Days

Independent Audit Assessment Part 2 – Risk Assessment Analysis			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance
		<p>2) Personnel dedicated to the Risk Assessment Analysis/Security Gap Analysis.</p> <p>3) The schedule for performing the Risk Assessment Analysis/Security Gap Analysis.</p> <p>4) Professional CISA Standards for performing Risk Assessment Analysis/Security Gap Analysis.</p> <p>5) The methodology used for performing the tasks consistent with TO contractor proposals.</p> <p>This plan shall be a Microsoft Word document submitted via e-mail attachment. The Independent Audit Assessment Project Management Plan shall describe the background, purpose, and approach consistent with the Independent Audit Assessment TORFP and the TO Contractor’s Proposal.</p>	
2.4.4.9	Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Schedule	<p>The Project Schedule shall be a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all Independent Audit Risk Assessment Analysis/Security Gap Analysis deliverables. The TO Contractor shall provide a draft copy of the Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Status Report (Deliverable 2.4.4.8) with the Independent Audit Assessment Project Schedule.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Status Reports. Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Schedule in Microsoft Project shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> • Gantt chart schedule of tasks 	Draft shall be available at Kick-off Meeting. Final Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Schedule to be provided 20 Business Days after Kick-off Meeting.

Independent Audit Assessment Part 2 – Risk Assessment Analysis			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance
		<ul style="list-style-type: none"> • Time frames for all Independent Audit Risk Assessment Analysis/Security Gap Analysis deliverables • Task and task dependencies • Resources assigned • Sample/Draft copy of the Independent Audit Risk Assessment Analysis/Security Gap Analysis Findings Report <p>A Sample of the Project Status Report shall also be provided. Artifacts shall comply with CISA Methodology where applicable.</p>	
2.4.4.10	Independent Audit Risk Assessment Analysis/Security Gap Analysis Project Status Reports	<i>See descriptions in 2.4.4.4 and 2.4.1</i>	14 Business Days after acceptance of Project Schedule for the first report and bi-weekly thereafter for the duration of the Task Order period of performance, during the period when the TO Contractor is performing work on the Task Order
2.4.4.11	Independent Audit Risk Assessment Analysis/Security Gap Analysis Draft Findings Report	<i>See descriptions in 2.4.4.4 and 2.4.1</i>	NTP + 45 Business Days
2.4.4.12	Independent Audit Risk Assessment Analysis/Security Gap Analysis Final Findings Report –	<p>This report is the finalized version of Deliverable 2.4.4.9, updated by the TO Contractor based on feedback received on the draft version and from Deliverable 2.4.4.9.</p> <p>This report shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. This report shall also include any updates on</p>	NTP + 90 Business Days

Independent Audit Assessment Part 2 – Risk Assessment Analysis			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance
		<p>follow-up questions and activities requested from MDOT MVA.</p> <p>This report will use previous baseline report as primary reference point. Any changes and new findings will be added. Final Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> 1) Updates to Findings as appropriate 2) Independent Audit Assessment Corrective Action Plan (CAP). 3) The plan shall contain: <ol style="list-style-type: none"> a) The table of deficiencies and recommended corrective actions. b) A breakdown of planned agency tasks and time frames to implement each recommended corrective action. 4) Update with additional information / clarification as requested by MDOT MVA. <p>Artifacts shall comply with CISA Methodology where applicable.</p>	
2.4.4.13	Independent Audit Risk Assessment Analysis/Security Gap Analysis Baseline Findings: Agency Presentation	<p>MDOT MVA shall be the audience for this presentation. The presentation shall be oral and accompanied by a Microsoft PowerPoint document. The PowerPoint file shall be submitted via secure communication to MDOT MVA. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Manager.</p> <p>Presentation material in MS Power Point shall discuss, at a minimum, recommendations and next steps for MDOT MVA.</p>	NTP + 180 Business Days

Independent Audit Assessment Part 2 – Risk Assessment Analysis			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance
		<p>The oral presentation shall be concise and delivered in person at the appropriate level for MDOT MVA executive management.</p> <p>All deliverable content shall comply with PMI standards where applicable.</p>	

2.5 Change Orders

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

3 TO Contractor Requirements: General

3.1 Invoicing

3.1.1 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.

3.1.2 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 [send OR e-mail] the original of each invoice and signed authorization to invoice to the TO Manager and [List individual] at e-mail address: [e-mail address].
- 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 Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department 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 Department, 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.

3.1.3 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 Department.
- B. For items of work for which there is annual pricing, see **Attachment B** – TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.

3.1.4 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.

3.1.5 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/CATSPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

3.1.6 Time and Materials Invoicing

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: DPAF for each deliverable being invoiced (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>) and/or signed timesheet as described below.] Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
- B. Time Sheet Reporting Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Task Order.
- C. At a minimum, each semi-monthly timesheet shall show:

- 1) Title: "Time Sheet for [xxxxx]"
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - i) Tasks completed that week and the associated deliverable names and ID#s
 - ii) Number of hours worked each day
 - iii) Total number of hours worked that Period
 - iv) Period variance above or below 40 hours
 - v) Annual number of hours planned under the Task Order
 - vi) Annual number of hours worked to date
 - vii) Balance of hours remaining
 - viii) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Manager
- 5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.1.7 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 quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order
- G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, not all stipulated conditions for release of the retainage have been met.
- I. 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.

3.1.8 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

- A. There shall be no reimbursement for Routine Travel. TO Contractor shall not be reimbursed for Non-Routine Travel without prior TO Manager approval.
- B. Routine Travel is defined as travel within a 50-mile radius of the Department's base location, as identified in the TORFP, or the TO Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the TO Contractor's facility.
- C. Non-routine Travel is defined as travel beyond the 50-mile radius of Department's base location, as identified in the TORFP, or the TO Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in **Section 3.3.7.A** and will not be reimbursed. The TO Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the TORFP or Work Order.

3.1.9 Retainage

This solicitation does not require retainage.

3.2 Liquidated Damages

This solicitation does not require additional liquidated damages.

3.3 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.

3.4 Insurance Requirements

- 3.4.1 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).

- 3.4.2 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.
- 3.4.3 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.

3.5 Security Requirements

3.5.1 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.

3.5.2 Criminal Background Checks

- A. The Contractor shall have a State and federal criminal background investigation performed for all Contractor employees, agents, and subcontractors performing services under the State contract prior to the commencement of any work under the State contract. This check may be performed by a public or private entity. The criminal background investigations will be conducted at the Contractor’s expense. Even if a criminal background investigation has been obtained pursuant to a prior agreement with the State, a new one shall be performed for each individual providing service under the State contract.
- B. The Contractor has the responsibility of reporting to the State any positive criminal history of any Contractor employee, agent, or subcontractor as soon as this information becomes available. The Contractor shall perform annual updates on their criminal background investigation for all Contractor employees, agents, and subcontractors performing services under the State contract.
- C. Persons with a criminal record may not perform services under this Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

- D. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
- 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- E. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- F. A particular on-site location covered by this Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises

3.5.3 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.5.4 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.
- 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 – keyword: Security Policy.

3.5.5 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) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements.
 - 2) 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.

- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
- 4) 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.
- 5) 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>
- 6) 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.
- 7) 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 Department 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.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) 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.
- 12) 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 Department 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.

- 13) 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.
- 14) 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 the TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) 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.
- 16) 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.
- 17) 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 Department 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.

3.6 Experience and Personnel

3.6.1 Roles and Responsibilities:

- 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 have, in the State's opinion, 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.
- G. **MDOT Contract Management Office (CMO)** - The CMO is responsible for management of the Task Order Agreement after award.

3.6.2 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**):

The TO Contractor must have the basic requirements of accreditation to Certified Information Systems Auditor (CISA) with a minimum five (5) years' experience in Information Systems Audits and at least one (1) additional certification preferred from the list below:

- A. Certified in Risk and Information Systems Control (CRISC) recognizes a range of professionals for their knowledge of enterprise risk and their ability to design, implement, monitor and maintain Information systems controls to mitigate such risk.

- B. Certified Information Security Manager (CISM) is a unique certification for individuals who design, build, and manage enterprise information security programs. CISM is the leading credential for Information Security Managers.
- C. Certified in the Governance of Enterprise IT (CGEIT) is a unique certification that recognizes a wide range of professionals for their knowledge and application of enterprise IT governance principles and practices.
- D. Certified Information Security Systems Professional (CISSP) is an information security certification developed by the International Information Systems Security Certification Consortium, also known as (ISC)².

3.6.3 Key Personnel Experience – Auditor, IT (Senior)

For the Task Order, the Auditor, IT (Senior) position identified in the TO Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 1.1** and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**).

In addition to the minimum qualifications, the following are preferred qualifications for the Auditor, IT (Senior). A Master Contractor may be evaluated higher if proposed personnel meet or exceed the preferred experience and qualifications listed below:

- A. Two (2) years of experience as a key resource for an IT or Security development project within the last six (6) years where the application is designed for simultaneous use by multiple separate organizations that used the PMI framework. Current PMP certification is preferred.
- B. Three (3) years of experience within the last six (6) years leading and managing at least two (2) other resources on Security Gap Analysis or equivalent IT security assessment projects to assess the implementation of enterprise applications with 250 or more end users. All experience used to demonstrate this preferred qualification shall have at least two (2) other resources. Concurrent experience may not be applied to meet the minimum of three (3) years.
- C. Proficient in generally accepted IT standards (ISO27000 or COBIT), statements and practices and IT security and control practices.
- D. Three (3) years of experience with ITIL or ISO2000 series framework implemented in a data center environment within the last six (6) years.

3.6.4 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.

3.6.5 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.6.6 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.

3.6.7 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.
- B. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

3.7 Substitution of Personnel

3.7.1 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 Department, 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.
- 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.

3.7.2 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.

3.7.3 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 shall.
- 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 are proposed within the period established by the TO Manager, the TO Agreement may be cancelled.

3.8 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.9 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.10 Work Orders

- A. Work Orders may be issued for services and resources to address any additional or subsequent audit findings. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued as fixed price.
- B. The TO Manager shall e-mail a Work Order Request 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.
 - 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.
 - 3) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 4) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - 5) 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 Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category (ies) proposed. 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.

3.11 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/CATSPPlus/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.

3.12 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 ATO 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 Department 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, J04B9400050 – Information Technology Auditing Services, 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 Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 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.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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 Presentations

Master Contractors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Master Contractors 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 Master Contractors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

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 one (1) times the total TO Agreement amount.

4.7 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

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

4.12.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this solicitation.

4.12.2 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) be 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 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to include mercury as a component.

4.15 Location of the Performance of Services Disclosure

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

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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 and clicking on TORFP Feedback Response Form from the menu.

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 [ISSUINGAGENCYACRONYM] 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 solicitation number, J04B9400050, 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.I**, and
 - B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.I**).

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) A 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) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. The WBS should reflect the chronology of tasks without assigning specific timeframes or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
- 8) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.

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** and **Section 3.6**.

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly one Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed 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 **Appendix 4 Personnel Resume Summary Form**
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4**.
- 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 **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.

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 all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal].

- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 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 Department 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 Department 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 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. 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.

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.C and 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).

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

Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

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 5.4** 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>).

7 TORFP ATTACHMENTS AND APPENDICES

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

For e-mail submissions, submit one (1) copy of each with signatures.

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 the table below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit
N/A	D	MBE Forms
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Forms
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at
N/A	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at
5 Business Days after recommended award	I	Non-Disclosure Agreement (Contractor)
N/A	J	HIPAA Business Associate Agreement
N/A	K	Mercury Affidavit
N/A	L	Location of the Performance of Services
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)
When to Submit	Label	Appendix Name
N/A	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet
45 days after NTP	3	Criminal Background Check Affidavit
With Proposal	4	Labor Classification Personnel Resume Form

When to Submit	Label	Attachment Name
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
With deliverables	--	Deliverable Product Acceptance Form (DPAF)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number J04B9400055

Information Technology Auditing Services

A TO Pre-proposal conference will be held on June 27, 2019 at 10:00 a.m., at Maryland Department of Transportation Motor Vehicle Administration, 6601 Ritchie Hwy, N.E. Conference Room 223C.

Please return this form by June 24, 2019, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

MDOT MVA
E-mail: jmettle@mdot.maryland.gov

Please indicate:

_____ Yes, the following representatives will attend.
Attendees (Check the TORFP for limits to the number of attendees allowed):
1.
2.

_____ 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

Attachment B. TO Financial Proposal Instructions & Form

Price SHEET (Fixed Price) for CATS+ TORFP #J04B9400055

Identification #	Deliverable	Proposed Price
2.4.4.1 – 2.4.4.6	Part 1 - Information Systems Audit and Quality Assurance	\$
2.4.4.7 – 2.4.4.13	Part 2 – Risk Assessment Analysis	\$
Total Proposal Price		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

Attachment C. Bid/Proposal Affidavit

AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

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

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or

- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused 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 Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is agreed and understood, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

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.dllr.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. J04B9400055

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: _____

Attachment G. Federal Funds

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 Transportation Authority) (the “Agency”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for <Maryland Transportation Authority (MDOT) Information Technology (IT) Systems Operations, Maintenance and Support Solicitation #J01BXXXXXXX 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 cooperate at its own expense, 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 executed, by their duly authorized representatives, this Agreement as of the day and year first above written.

TO Contractor:

By:
(seal)

Printed Name:

Title:

Date:

MDOT

By:

Printed Name:

Title:

Date:

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to include mercury as a component.

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#J09B400050 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, [issuingAgencyName] ([ISSUINGAGENCYACRONYM] or the “[typeofAgency]”).

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 [issuingAgencyName], as identified in the CATS+ TORFP # [solicitationNumber].
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J09B9400050, 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 [TO Procurement Officer]. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between [ISSUINGAGENCYACRONYM] and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means [contractManagerName]. The Department 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 **Month, Day, Year**.

At the sole option of the State, this TO Agreement may be extended for one two (2) year option period for a total TO Agreement period ending on **Month, Day, Year**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. 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 [typeofAgency]'s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the [typeofAgency]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 Department 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, [ISSUINGAGENCYACRONYM]

By: [procurementOfficerName], TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:
Application Program Interface (API) - Code that allows two software programs to communicate with each other

- 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 Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- G. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- H. 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.
- I. Maryland Department of Transportation Motor Vehicle Administration
- J. 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.
- K. 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 – keyword: State Holidays.
- L. 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.
- M. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- N. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- O. 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.
- P. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- Q. 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

- R. State – The State of Maryland.
- S. Task Order (TO) – The scope of work described in this TORFP.
- T. 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**.
- U. 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.
- V. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- W. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- X. 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**).
- Y. 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.
- Z. 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: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: 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 provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT [solicitationNumber] and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors 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

Appendix 4 Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each Key Personnel proposed, complete one Labor Category Personnel Resume Summary. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
2. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

Appendix 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP #J04B9400055

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	Institution/Address			Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,					
TORFP Additional Requirements Preferred qualifications and required certifications as defined in Section 3.6.3 of this TORFP. Provide dates in the format of MM/YY to MM/YY					

CANDIDATE REFERENCES (List persons the State may contact as employment references)

Reference Name	Job Title or Position	Organization Name	Telephone / Email

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

