

CONSULTING AND TECHNICAL SERVICES (CATS)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

MARYLAND PENSION ADMINISTRATION SYSTEM (MPAS) SECURITY SERVICES

CATS TORFP PROJECT #G20P6200114

STATE RETIREMENT AGENCY

ISSUE DATE: 06/15/2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	MARYLAND PENSION ADMINISTRATION SYSTEM (MPAS) SECURITY SERVICES
Functional Area:	FA-7 Information Security Services
TORFP Issue Date:	06/ 15/ 2006
Closing Date and Time:	07/ 06/2006 at 4:00 PM
TORFP Issuing Agency:	State Retirement Agency
Send Questions and Proposals to:	Larry Martin
TO Procurement Officer:	Larry Martin Office Phone Number: 410-625-5536 Office FAX Number: 410-468-1742
TO Manager:	Will Morrow Office Phone Number: 410-625-5520 Office FAX Number: 410-468-1704
TO Project Number:	ADPICS Purchase Order #G20P6200114
ТО Туре:	Time and materials Not-to-Exceed
Period of Performance:	24 Months beginning on or about August 12, 2006
MBE Goal:	None
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	State Retirement Agency 120 East Baltimore Street Baltimore MD, 21202
TO Pre-proposal Conference:	None

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TASK ORDER (TO) AGREEMENT

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. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by State Retirement Agency e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #G20P6200114. The first attachment will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #G20P6200114 Technical". The second attachment will be the financial response to this CATS TORFP and titled, "CATS TORFP #G20P6200114 Financial". The proposal document that must be submitted with a signature, Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as a PDF file with signatures clearly visible.

1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

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

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The State Retirement Agency (SRA) is issuing this CATS TORFP to obtain the following:

- Services to develop a System Security Plan for a new information system to be called the Maryland Pension Administration System (MPAS); and
- Consulting services to implement and maintain the System Security Plan to assure the security of MPAS.

2.1.2 SRA BACKGROUND

The SRA is the administrator of the State Retirement and Pension System (SRPS), an agent multi-employer public employee retirement system established and administered under Divisions II and III of the State Personnel and Pensions Article of the Annotated Code of Maryland. The SRPS provides retirement allowances and other pension benefits to State employees, police, judges, and teachers, as well as employees of participating municipal corporations within the State. The SRPS is a defined benefit plan that includes death, disability, and certain survivorship coverage for individuals.

The Agency implements the objectives set by the Board of Trustees for the SRPS. The Executive Director's Office is responsible for the executive direction of the System including administrative and investment policy, legislation and legal liaison, and financial affairs. The Administrative Division is responsible for the payment of benefits, administration of employee contributions, and individual and group membership counseling. The Finance Division is responsible for accounting and financial reporting, budget administration, procurement, and human resources. The Investment Division is responsible for the management, control and investment of the System's Retirement Accumulation and Annuity Savings Funds. The Internal Audit Division ensures Agency compliance with State laws, rules and regulations, as well as ensuring employer compliance with Agency reporting policies. The Information Systems Division (ISD) is responsible for the design and implementation of new automated management information systems and for maintenance and enhancements of existing systems. The Project Management Office (PMO) is responsible for managing major information technology projects for the Agency.

2.1.3 PROJECT BACKGROUND

SRA is preparing to launch a project to develop a new information system, the Maryland Pension Administration System (MPAS), to replace the Legacy Pension System (LPS). The project will be the first step of a multi-step initiative to redesign and redevelop the business processes and supporting information technologies for the Agency pension administration business area.

The State of Maryland, Department of Budget and Management, Office of Information Technology (OIT) has published IT Security Policies and Standards (TORFP Exhibit 1) that apply to all agencies of the Executive Branch of the government of the State of Maryland. Each agency is required to implement and operate an IT Security Program that includes an IT Security and Accreditation program for information systems.

OIT has published IT Security Certification and Accreditation (ITSCA) Guidelines (TORFP Exhibit 2) to assist agencies in designing and implementing their ITSCA programs. These guidelines require that each IT system operated by these agencies is to be evaluated and accredited according to the guidelines. The ITSCA Guidelines establish NIST SP 800-37, *Guide for the Security Certification and Accreditation of Federal Information Systems*, as the model for the State of Maryland, and documents Maryland exceptions to SP 800-37. The services provided under this TORFP will be used to comply with the Maryland IT Security Policies and Standards and the ITSCA guidelines.

2.2 TECHNICAL REQUIREMENTS

The objectives of this TORFP are to:

- 1. Define the security requirements for MPAS,
- 2. Develop, implement, and maintain a System Security Plan for MPAS,
- 3. Prepare MPAS for the ITSCA process, as defined by the State of Maryland guidelines, and
- 4. Reduce the risks of incidents impacting the confidentiality, availability, or integrity of information managed by MPAS.

2.2.1 PROJECT APPROACH

SRA has selected the following IT security standards as the basis for the minimum security controls for MPAS (in order of precedence):

- 1. State of Maryland, Department of Budget and Management, Office of Information Technology, *Information Technology Security Policy and Standards*, Version 1.3, December 2005
- 2. National Institute of Standards and Technology, Special Publication 800-53, *Recommended Security Controls for Federal Information Systems*, February 2005

SRA has performed an impact analysis on MPAS and the information residing within MPAS, according to the NIST Federal Information Protection Standards Publication (FIPS Pub) 199, *Standards for Security Categorization of Federal Information and Information Systems*. SRA has categorized MPAS as follows: SC MPAS = {(confidentiality, high), (integrity, high), (availability, moderate)}. As such, MPAS is a high-impact system. Based on those security categories, SRA has selected the following baseline security controls for MPAS from NIST SP 800-53:

CLASS	FAMILY	IDENTIFIER	SECURITY CATEGORY
Management	Risk Assessment	RA	Moderate
Management	Planning	PL	Moderate
Management	System and Services Acquisition	SA	Moderate
Management	Certification, Accreditation, and Security Assessments	CA	Moderate
Operational	Personnel Security	PS	High
Operational	Physical and Environmental Protection	PE	High
Operational	Contingency Planning	СР	Moderate
Operational	Configuration Management	СМ	Moderate
Operational	Maintenance	MA	Moderate
Operational	System and Information Integrity	SI	High
Operational	Media Protection	MP	High
Operational	Incident Response	IR	Moderate

CLASS	FAMILY	IDENTIFIER	SECURITY CATEGORY
Operational	Awareness and Training	AT	Moderate
Technical	Identification and Authentication	IA	High
Technical	Access Control	AC	High
Technical	Audit and Accountability	AU	High
Technical	System and Communications Protection	SC	High

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office, Microsoft Project and/or Visio.

Drafts of all final deliverables are required in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate its completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverable in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced as specified in TORFP Section 2.6.

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

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

The State-required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.2.1 System Security Plan

2.2.2.1.1 Performance Objective

The objective of this task is to develop a System Security Plan for MPAS.

2.2.2.1.2 Measurable Benefits/Improvements Outcomes

The measurable outcome for this task is the increased awareness of potential threats to, and vulnerabilities of, MPAS IT security.

2.2.2.1.3 Technical Requirements

The TO Contractor shall:

- A. meet with the MPAS Integrated Project Team (IPT) to review and validate the SRA selected MPAS FIPS Pub 199 security categories and MPAS NIST SP 800-53 baseline security controls.
- B. perform an MPAS risk assessment according to the guidelines set forth in NIST SP 800-30, *Risk Management Guide for Information Technology Systems*).
- C. recommend adjustments to the MPAS baseline security controls based on the results of the risk assessment and local conditions including State of Maryland and SRA-specific security requirements, specific threat information, cost-benefit analyses, the availability of compensating controls, or special circumstances.
- D. document the SRA agreed-upon set of security controls in the MPAS System Security Plan (according to the guidelines set forth in NIST SP 800-18, Revision 1, *Guide for Developing Security Plans for Information Technology Systems*).
- E. indicate in the System Security Plan for any adjusted security control, the SRA justification for the adjustment, and whether scoping guidance is applied, a compensating control is being used, or SRA defined a control parameter.
- F. indicate in the System Security Plan the source of each security control (e.g., NIST 800-53, State of Maryland IT Security Policy, SRA IT Security Policy, MPAS functional requirements, etc.).
- G. document in the System Security Plan how each of the security controls are implemented, or if not already implemented, how they are planned to be implemented (and by whom).
- H. indicate in the System Security Plan whether each security control is a common, system, or hybrid control.
- I. indicate in the System Security Plan for what MPAS-1 milestones the security controls are required. This definition will determine what security controls need to be assessed for IT security certification of each MPAS-1 milestone.

2.2.2.1.4 Personnel Skills Required

The TO Contractor and its proposed personnel assigned to this TO shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the following labor categories listed below. The TO Contractor is to select the appropriate labor categories as deemed necessary to meet the requirements of this TO.

- Labor Category 2: Project Manager
- Labor Category 48: Senior Computer Security Systems Specialist
- Labor Category 49: Computer Security Systems Specialist
- Labor Category 50: Data Security Specialist
- Labor Category 51: System Security Specialist
- Labor Category 52: INFOSEC Engineer
- Labor Category 53: System Security Research Analyst
- Labor Category 69: Senior IT Auditor
- Labor Category 86: Network Security Engineer

This TO shall follow the CATS Master Contract Section 2.11 "Personnel Qualifications".

2.2.2.1.5 Deliverables

The TO Contractor shall produce four (4) deliverables for this task. They are:

- 1.MPAS Security Categories and Baseline Security Controls Recommendation (Microsoft Word): MPAS FIPS Pub 199 security categories and NIST SP 800-53 baseline security controls
- 2.MPAS Risk Assessment (Microsoft Word): MPAS Risk Assessment prepared and presented according to the NIST SP 800-30 guidelines
- 3.MPAS Security Controls Recommendation (Microsoft Word)
- 4. MPAS System Security Plan (Microsoft Word): MPAS System Security Plan prepared and presented according to the NIST SP 800-18, Revision 1 guidelines.

The delivery schedule can be found in TORFP Section 2.2.3.

2.2.2.2 System Security Consulting (Not to exceed \$25,000)

2.2.2.2.1 Performance Objective

The objective of this task is to provide security consulting services to the SRA to reduce the security risks for MPAS.

2.2.2.2.2 Measurable Benefits/Improvements Outcomes

The measurable outcome for this task will be the reduction of MPAS IT security risks.

2.2.2.3 Technical Requirements

- A. The TO Contractor shall provide security consulting services to the SRA as requested. Security consulting services may include, but are not limited to:
 - Providing MPAS Security Plan implementation guidance and/or assistance to SRA
 - Assisting SRA with developing security control assurance plans and procedures
 - Providing assistance to other SRA MPAS contractors in defining, designing, or developing MPAS security control requirements.
- B. SRA will request consulting services in writing.
- C. This TO shall utilize any of the labor categories specified in TORFP Section 2.2.2.1.4 at the rates proposed in TORFP Attachment 1, Price Proposal.

2.2.2.2.4 Personnel Skills Required

The TO Contractor and the proposed personnel assigned to this TO shall meet the requirements as set forth in the TO Master contract Section 2.12 for the labor categories specified in TORFP Section 2.2.2.1.4.

This TO shall follow the CATS Master Contract Section 2.11 "Personnel Qualifications".

2.2.2.5 Deliverables

The TO Contractor shall produce the deliverables in Microsoft Office as requested by the SRA.

2.2.3 DELIVERABLE SCHEDULE

The TO Contractor shall deliver the TO deliverables defined in TORFP Section 2.2.2 according to the following deadlines (based on the TO Notice to Proceed (NTP)):

ID	Deliverable Name	Deadline:
1	MPAS Security Categories and Baseline Security Controls Recommendation	NTP + 14 Calendar Days
2	MPAS Risk Assessment	NTP + 30 Calendar Days
3	MPAS Security Controls Recommendation	NTP + 30 Calendar Days
4	MPAS System Security Plan	NTP + 60 Calendar Days
5	Consulting Services deliverables defined in TO agreements	Period of Performance

The deliverable(s) requested in TORFP Section 2.2.2.2.5 shall be delivered by the due date established in the written request described in TORFP Section 2.2.2.3.B.

2.2.4 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. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: <u>www.dbm.maryland.gov</u> keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: <u>www.dbm.maryland.gov</u> keyword: Security Policy.
- C) The State Information Technology Project Oversight at: <u>www.dbm.maryland.gov</u> keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at <u>www.dbm.maryland.gov</u> keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor staff must demonstrate expertise in information system security. This expertise includes the development of system security plans according to the NIST guidelines described in TORFP Section 2.2. The TO Contractor must have expertise with information security, while expertise in securing federal and State of Maryland systems is preferred. The TO Contractor shall demonstrate expertise in performing information security risk assessments, while performing such assessments for federal and State of Maryland agencies is preferred.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

2.4.1 System Security Plan

- The TO Contractor shall have developed at least two System Security Plans according to the NIST guidelines.
- The TO Contractor shall have performed at least two risk assessments according to the NIST guidelines.
- Each member of the TO Contractor team shall have worked on at least one project using the relevant NIST guidelines

2.5 RETAINAGE

- 1. Ten percent (10%) of each invoice shall be held by SRA as retainage. The TO Contractor shall invoice for the total retainage no later than sixty calendar days (60) after acceptance of all deliverables.
- 2. If the TO Contractor fails to meet the requirements as defined in the Task Order Agreement, the TO Contractor shall rectify the performance problem or complete the specification to SRA's satisfaction within thirty (30) days or as directed by the TO Manager, at no cost to the SRA, as described in the Task Order Agreement. If the SRA is not satisfied within this timeframe, the TO Contractor forfeits the retainage, unless otherwise determined by the SRA
- 3. The TO Contractor shall submit a separate invoice for the retainage release. The TO Contractor shall track any cumulative retainage amount until released by the SRA and display this amount on the invoices.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted for each deliverable.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15^{th} day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) The invoice shall identify the State Retirement Agency as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the State Retirement Agency at the following address:

Larry Martin TO Procurement Officer 120 East Baltimore Street Baltimore MD, 21202

C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.7 REPORTING

There is no progress reporting requirement for this TO due to the short duration provided to complete Deliverables 1 through 4.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

- A) Proposed Services Work Plan
 - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
 - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
 - 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
 - 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
 - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
 - 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated..
 - 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
 - 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
 - 3) Complete and provide Attachment 5 Labor Classification Personnel Resume Summary.
- C) Subcontractors
 - 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

- D) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- E) Proposed Facility
 - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- F) State Assistance
 - 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
 - A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. 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.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 Completed Financial Proposal.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- a. Proposed Services Work Plan (Refer to Section 3.2.1.A)
- b. Proposed Personnel (Refer to Section 3.2.1.B) refer to CATS Master Contract Section 2.12

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

LIST OF EXHIBITS

Exhibit Number	Exhibit Name	Exhibit URL
E-1	Information Technology Security Policy and Standards	www.sra.state.md.us/mpas-1/TORFP/E-1-IT- Security-Policies-and-Standards.pdf
E-2	IT Security Certification and Accreditation Guidelines	www.sra.state.md.us/mpas-1/TORFP/E-2-IT- Security-C&A-Guidelines.pdf

ATTACHMENT 1 – PRICE PROPOSAL

	А	В	С
Labor Categories	Hourly Labor Rate	Total Hours for Deliverables 1-4	Total Proposed CATS TORFP Price
Labor Category 2: Project Manager	\$		\$
Labor Category 48: Senior Computer Security			
Systems Specialist	\$		\$
Labor Category 49: Computer Security Systems			
a	φ.		ф.

\$

\$

\$

\$

\$

\$

\$

(TIME AND MATERIALS) FOR CATS TORFP #G20P6200114

Authorized Individual Name

TOTAL EVALUATED PRICE

Specialist

Labor Category 50: Data Security Specialist

Labor Category 52: INFOSEC Engineer

Labor Category 69: Senior IT Auditor

Labor Category 51: System Security Specialist

Labor Category 53: System Security Research

Analyst

Labor Category 86: Network Security Engineer

Deliverable 5: NTE \$20,000 of System Security

Company Name

\$

\$

\$

\$

\$

\$

\$

\$

\$ 25,000

Title

Consulting

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP #G20P6200114 OF MASTER CONTRACT #050R5800338

This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, State Retirement Agency.

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

- 1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the State Retirement Agency, as identified in the CATS TORFP #G20P6200114.
 - b. "CATS TORFP" means the Task Order Request for Proposals #G20P6200114, dated MONTH DAY, YEAR, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. "TO Procurement Officer" means Larry Martin. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between State Retirement Agency and TO Contractor.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is ______ and whose principal office in Maryland is
 - g. "TO Manager" means Will Morrow of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal Technical.
 - i. "TO Proposal Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal Financial.
 - j. "TO Proposal" collectively refers to the TO Proposal Technical and TO Proposal Financial.
- 2. Scope of Work
- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A CATS TORFP
 - c. Exhibit B TO Proposal-Technical
 - d. Exhibit C TO Proposal-Financial

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

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 24 months, commencing on the date of Notice to Proceed.

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Retirement Agency

By: Larry Martin, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____ By:_____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

- 1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
- 2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
- 3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

- 4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
- 5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
- 6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INS	ERT LABOR CATEGORY NAME)
Education:	
(Insert the education description from the CATS RFP from	
Section 2.12 for the applicable labor category.)	
Experience:	
(Insert the experience description from the CATS RFP from	
Section 2.12 for the applicable labor category.)	
Duties:	
(Insert the duties description from the CATS RFP from	
Section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name TO Contractor Mailing Address

Re: CATS Task Order Agreement #G20P6200114

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Will Morrow of the State Retirement Agency will serve as your contact person on this Task Order. Will Morrow can be reached at 410-625-5520 and wmorrow@sra.state.md.us.

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

Sincerely,

Larry Martin Task Order Procurement Officer

Enclosures (2)

cc: Will Morrow

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

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TOREP Title	MARYLAND	PENSION	ADMINISTR	ATION SYST	FM (MPAS)	SECURITY	SERVICES
TOKIT THE.	MARILAND	I LINDION .	ADMINISTN	ATION STST	$L_{\rm M}$ (with AS)	SECORITI	SERVICES

TO Agreement Number: G20P6200114	
Title of Deliverable:	
TORFP Reference Section #	
Deliverable Reference ID #	
Name of TO Manager: Will Morrow	
TO Manager Signature	Date Signed
Name of TO Contractor's Project Manager:	
TO Contractor's Project Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Retirement Agency TORFP Title: MARYLAND PENSION ADMINISTRATION SYSTEM (MPAS) SECURITY SERVICES TO Manager: Will Morrow, 410-625-5520 To: The following deliverable, as required by TO Agreement #G20P6200114, has been received and reviewed in

accordance with the TORFP.

Title of deliverable:

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:



Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for MARYLAND PENSION ADMINISTRATION SYSTEM (MPAS) SECURITY SERVICES, TORFP No. G20P6200114 dated June 15, 2006, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

State Retirement Agency:

Name:	Name:
Title:	Title:
Date:	Date:

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to igillis@sra.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	MARYLAND PENSION ADMINISTRATION SYSTEM (MPAS) SECURITY SERVICES
TORFP Project Number:	ADPICS Purchase Order Number G20P6200114

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
- () The subject of the TORFP is not something we ordinarily provide.
- () We are inexperienced in the services required.
- () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- () The scope of work is beyond our present capacity.
- () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- () We cannot be competitive. (Explain in REMARKS section.)
- () Time allotted for completion of a Task Order Proposal is insufficient.
- () Start-up time is insufficient.
- () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- () MBE requirements. (Explain in REMARKS section.)
- () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- () Payment schedule too slow.
- () Other:_
- 2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor					
Name:	Date:_	 		 	
Contact Person:	Phone	 	_Email	 	

EXHIBIT A

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

Printed Name and Address of Employee or Agent		Signature	Date		
	_				