

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



**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
SOLICITATION NUMBER R00B2600068
ANALYST, COMPUTER SOFTWARE/INTEGRATION
(SENIOR)**

ISSUE DATE: JUNE 30, 2022

**NOTICE TO OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Analyst, Computer Software /Integration (Senior)
Solicitation Number TORFP#):	R00B2600068
Functional Area:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP Issue Date:	June 30, 2022
TORFP Issuing Office:	Maryland State Department of Education (MSDE or the "Department")
Department Location:	200 West Baltimore Street Baltimore, MD 21201
TO Procurement Officer: e-mail:	Adrain Pulliam-Smith 200 West Baltimore Street Baltimore, MD 21201 adrain.pulliam-smith@maryland.gov
TO Manager: e-mail:	Tiffany Wagoner 200 West Baltimore Street Baltimore, MD 21201 tiffany.wagoner@maryland.gov
TO Proposals are to be sent to:	Submit via eMaryland Marketplace Advantage (eMMA) Please see Section 4.2
TO Pre-proposal Conference:	July 18, 2022 at 10:00 a.m. Local Time See Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	August 15, 2022 10:00 a.m. Local Time Offerors are reminded that a completed Feedback Form is required if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Task Order Type:	Indefinite Quantity with Fixed Unit Prices
Task Order Duration:	Three (3) base years with two (2) one-year option years, commencing from the Effective Date.
Primary Place of Performance:	TO Contractor's location and MSDE located at 200 West Baltimore Street, Baltimore MD 21201
SBR Designation:	Yes
Federal Funding:	No
Questions Due Date and Time	July 25, 2022 12:00 Noon Local Time

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1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

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

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement.

Offeror must specify the labor category corresponding to the following position(s) (see <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>):

1.1.1 **Analyst, Computer Software/Integration (Senior)** (2.10.3 CATS + RFP Section 2.10)

1.1.2 **Training Specialist/Instructor** (2.10.113 CATS + RFP Section 2.10)

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland State Department of Education (MSDE) is issuing this CATS+ TORFP in order to continue the IT maintenance and upkeep of the three applications used to support the Interagency Collaboration Branch (ICB) of the Division of Early Intervention/Special Education Services (DEI/SES). This branch implements and manages the Medicaid Autism Waiver and Health Related Medicaid Programs for children and youth throughout the State of Maryland. The applications requiring support are: the Medical Assistance (MA) Grants Viewer, the Autism Waiver Level of Care (AWLOC), and the Autism Waiver Plan of Care (AWPOC). The MA Grants Viewer was developed, revised and deployed in 2007 by the MSDE DEI/SES. The AWLOC was deployed in 2013. The latest database, the AWPOC was deployed in 2018. In 2018, connectivity between the three databases was established, linking a number of functions. Maintenance Services are required to extend the project life cycle, make improvements and updates to the databases as needed, and maintain functionality and communication of information in and across applications.
- 2.1.2 The TO Contractor must maintain all three existing software applications (the MA Grants Viewer, AWLOC and the AWPOC). The TO Contractor must make any necessary fixes in a timely manner to ensure that the applications are operational for end-users. When notified of a problem, the Contractor must fix the application within a 48-hour timeframe. All three applications are hosted by MSDE on the MSDE server environment utilizing Microsoft .Net front-end and MS SQL database back-end.
- 2.1.3 MSDE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.4 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.5 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

- 2.2.1 The Autism Waiver and Health Related Services Section of the ICB of the MSDE DEI/SES has three (3) databases that serve to support the Federal and State functions of this Section and provide access to the Local School Systems (LSS), local lead agencies, nonpublic schools, the Maryland School for the Blind, and the Maryland School for the Deaf. These three databases, the MA Grants Viewer, the AWLOC, and the AWPOC have been developed over the past 15 years.
- 2.2.2 The MA Grants Viewer is a tool used by the MSDE to monitor and report on paid claims from the Maryland Department of Health (MDH) submitted by LSS and other entities. The MA Grants Viewer has been deployed for 10 years and has required six upgrades to the present configuration. The web-based system provides monthly and yearly service data from MDH. The data is warehoused and obtained in a Direct Access Storage Device (DASD) format. The paid claim information shows the total amount paid, including a breakdown of Federal funds. The monthly paid claim run which is in a DASD format (that includes student level MA billing data from LSS and other agencies) is imported into a data table through a Visual Basic interpretive script, which imports the line items paid (student level) claim information.

- 2.2.3 MSDE is required to monitor all LSS and Public Agencies (PA) billing claims for compliance with State and Federal billing requirements. The MA Grants Viewer was designed to support this process. The MA Grants Viewer is an active (application usage) Microsoft .Net (to provide front end interactions) with a SQL Server back-end. The MA Grants Viewer application has over 100 users from LSS and other agencies, which accesses read only data on MA paid claims through the internet.
- 2.2.4 A monthly report is produced by fiscal year and month. The Intergovernmental Transfer (IGT) is identified in an annual report. MSDE presently provides web access to the data through Microsoft .Net and SQL Server facilitated by MSDE's Office of Information Technology Services.

2.3 Autism Waiver

- 2.3.1 At MSDE, the Autism Waiver and Health Related Services Section is responsible for administering the Home and Community Based Services Waiver for Children with Autism Spectrum Disorder, also known as the Autism Waiver (AW). The AW allows eligible children with autism spectrum disorder to receive specific waiver services to support them in their home and community. The AW is funded with Federal and State funds through Medicaid. The point of entry into the AW is through the 24 Local School Systems (LSS).
- 2.3.2 The Level of Care (LOC) instrument is the medical eligibility determination document for the AW. In order for an individual to qualify medically for the AW, they must have a minimum score in two of the three domains as defined by the LOC online assessment. The LOC instrument is completed and signed by the school psychologist at the LSS and the chair of the multidisciplinary team. The AWLOC application, developed during FY 13, converted the paper LOC instrument to an electronic data collection form that allowed direct submission of the assessment over the internet in the AWLOC application. The AWLOC application has approximately 75 LSS users, five MSDE administrative users, and one MSDE primary application administrator. The AWLOC application facilitates statewide data collection of over 150 identified data elements.
- 2.3.3 The AWPOC application documents the authorization of waiver services. The service coordinator identified through the LSS, along with the parent and the multidisciplinary team, identifies the waiver services that a participant needs to remain safely at home and in the community. The Plan of Care (POC) identifies the specific provider, the start and stop dates for each waiver service, and the approved frequency and units of service.
- 2.3.4 Along with the POC, the service coordinator reviews with the family the technical eligibility criteria for the AW, the parent's Rights and Responsibilities, Appeal Rights, and Freedom of Choice. These documents are included in the AWPOC application and must be maintained by MSDE.
- 2.3.5 Both the AWLOC and the AWPOC are linked and the reports generated by the systems are part of the reports required by the Federal Centers for Medicare and Medicaid Services (CMS). These applications utilize Microsoft .Net to provide front end interactions with a MS SQL Server to provide back-end data storage and access.

2.4 Project Goals

The goal is to ensure the continual operation of three (3) existing applications for MSDE and off-site end users.

2.4.1 Current Environment

- A. MS Dot Framework

- B. SQL Server
- C. Web Host at MSDE

2.4.2 Existing Hardware

- A. Rack Mounted Server Virtual Drives

2.4.3 Existing Software

- A. Windows 10
- B. MS. Dot Net
- C. SQL Server
- D. Any Supporting Software

2.4.4 Existing Data/Content Management

- A. 15 years Fiscal Data in SQL format-Ma Grants Viewer
- B. 5 years Process Data-AWPOC Applications
- C. 1 year Process Data-AWPOC Applications
- D. 15 years migration data

2.4.5 Existing Reporting

- A. MA Grants: LSS, local infants and Toddlers Program, Nonpublic schools, fiscal reports through monthly download
- B. LOC by Psychologist
- C. Multi-year Comparison score
- D. LOC Eligibility
- E. Number and percentage by determination
- F. LOC Enrolled/Unenrolled
- G. Evaluations by Quarter
- H. Level of Care Reports
 - 1. LOC by Due Date
 - 2. Submitted LOC by Due Date
 - 3. LOC by Psychologist
 - 4. Multi-Year Comparison of Scores
 - 5. LOC-Eligibility
 - 6. Number and Percentage of Determinations
 - 7. Number and Percentage of Eligible
 - 8. LOC-Enrolled/Dis-enrolled
 - 9. Evaluations by Quarter

2.4.6 Plan of Care Reports

- A. Plan of Care plus 12 months
- B. Plan of Care by Due Date by LSS
- C. Age-Out Detail Report
- D. Age-Out Summary
- E. Ineligibility Report
- F. Waiver by Gender
- G. Waiver by Birth Year
- H. Eligibility Report
- I. Provider-student receiving services
- J. POC requiring a change in services due to changing needs
- K. Dis-enrolled Student Report
- L. POC updated or revised within 365 days
- M. POC completed according to requirements
- N. Parental Rights signed

2.4.7 State Staff and Roles

In addition to the TO Manager, the State provides the following:

- A. State Project Manager
 - 1) The State will provide a State Project Manager who will be responsible for Program Coordination.
 - 2) The State Project Manager will provide the following:
 - a. Identification of Application Administrators who will administer logins to individuals and maintain user groups;
 - b. Identification of Application Administrators who will maintain basic daily operations and notify the Contractor for needed maintenance and support.
 - c. MSDE Office of Information Technology staff.

2.4.8 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services.

2.5 Responsibilities and Tasks

TO Contractor shall:

- A. Ensure that MA Grants web-based application is available and functioning for use by MSDE, LSS/PAs and MDH utilizing Microsoft .Net, SQL Server and Visual Basic. MSDE requires an upload of data from the Maryland Department of Health and the data is downloaded in an Excel format for all users. This occurs monthly and the downloaded data must be accessible within two business days of notification.
- B. Ensure that the AWLOC and the AWPOC are available and functioning for use by MSDE, LSS/Pas, and MDH. Any problems accessing the AWLOC and AWPOC must be corrected within two business days of notification.
- C. Repair the Visual Basic Upload Module within two business days of notification.
- D. Repair SQL Server data tables as requested within two business days of notification.
- E. Test basic functionality of repaired MA Grants Viewer.
- F. Ensure that updates to the MA Grants Viewer Commented Code to allow MDH text reports to import and must be available for review within two business days of notification.
- G. Ensure that the continued functions of the transfer of data to and from the Microsoft SQL Server hosting database used to store Medical Assistance information, AWLOC, and AWPOC, which all utilize the Microsoft .NET Framework.
- H. Ensure that LOC and POC data entry can be completed offsite, securely signed, and submitted to upload into AWLOC and AWPOC application format for all users.
- I. Ensure that updates to AWLOC and AWPOC application Commented Code allow the LOC instrument to import into MSDE SQL Server and be available for review.
- J. Ensure that AWLOC and AWPOC applications will support the rollover of demographic and programmatic data from one year's LOC and POC instruments to the next year's LOC and POC instruments. This ensures an accurate and complete yearly update of all instruments. This will be an ongoing process and shall occur on an as-needed basis.
- K. Review and update annually the Operating Manuals for the MA Grants Viewer, the AWLOC and AWPOC in both PDF and the on-line instructional manuals. TO Contractor shall revise the Operating Manuals as needed.
- L. Provide necessary changes to the applications and ensure reports required by CMS are available to MSDE.
- M. Provide basic usage monthly reports.
- N. Provide a maintenance monthly report
- O. Ensure that late notices for the AWLOC and AWPOC continue to be provided.

2.5.1 TO Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any hosting that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- B. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.

- C. The State shall be permitted limited user-specific application configuration settings.
- D. The TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
- E. All upgrades and regulatory updates shall be provided at no additional cost.
- F. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- G. The State requires that the Offeror price individual software modules separately.
- H. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.
- I. The Offeror shall install and provide all documentation for the software furnished under this Task Order.

2.5.2 **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.

2.5.3 **Product Requirements**

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its TO Proposal.
- B. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See TORFP Section 5.4.2.J.2.)

- C. No international processing for State Data: As described in Section 3.7 Security Requirements, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Consistent expiration dates: A PO for a service already being delivered to the Department under this TO Agreement shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.
- E. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under Section 5.4.2.J.2. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- F. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.
- G. In addition to any notices of renewal sent to the MSDE, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

2.5.4 Maintenance and Support

Maintenance and support, and TO Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Maintenance commences at the start at State acceptance of initial startup activities. Billing for such maintenance and support shall commence after State accepts the Solution is accepted for use.
- B. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- C. Support shall be provided for superseded releases and back releases still in use by the State.
- D. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon the contract start date.
 - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2) Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3) Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the TO Contractor and made available to its other customers.

2.5.4.1 Technical Support

- A. “Technical Support” means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. Technical Support shall available during Normal State Business Hours.
- C. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365/366 days per year.
- D. TO Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
- E. TO Contractor shall return calls for service of emergency system issues (see **Section 2.8 Service Level Agreement**) within one (1) hour.
- F. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.6 Deliverables

2.6.1 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. 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.
- C. 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.
- D. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.6.3 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 2.6.3 Minimum Deliverable Quality**.

2.6.2 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 2.6.4 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. Following the return of the notice of acceptance signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.3.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- 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.

2.6.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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.

2.6.4 Deliverable Descriptions/Acceptance Criteria

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.6.4.1	Kickoff Meeting	<p>Kickoff Meeting was held at the described location</p> <p>A. The TO Contractor shall provide electronic copies of handouts and an agenda at least one day prior to the meeting,</p> <p>B. The TO Contractor and the Project Manager shall lead the meeting and provide a vision for delivering the Solution and a schedule for performing transition-in activities.</p> <p>C. MSDE Procurement has confirmed no outstanding materials are needed from the TO Contractor</p> <p>The TO Contractor shall confirm a Criminal Background check has been initiated for all TO Contractor Personnel assigned to the project.</p>	Initial Delivery: NTP+ 10 Business Days
2.6.4.2	Completion of Criminal Background Checks	The TO Manager has received a copy a signed copy of Criminal Background Check Affidavit (Appendix 3) from the TO Contractor confirming successful completion for all TO Contractor Personnel listed that will access sensitive data	Initial Delivery: NTP+ 6 weeks. Must be updated whenever new TO Contractor Personnel are added.
2.6.4.3	Monthly Reports	A detailed description of services provided to support: MA Grants, Plan of Care, and Level of Care applications.	Provide monthly in writing with 10 days of the end of the month.

2.7 Optional Features, Future Work

2.7.1 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 Officer.

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within ten (10) Business Days of the Notice to Proceed (“NTP”) Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor’s Solution.

3.2 End of Task Order Transition

- 3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
- 1) Provide additional services and/or support as requested to successfully complete the transition;
 - 2) Maintain the services called for by the Task Order at the required level of proficiency;
 - 3) Provide updated System Documentation, as appropriate; and
 - 4) Provide current operating procedures (as appropriate).
- 3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
- 3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- 3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
- A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Task Order;
 - 2) Communications and reporting process between the TO Contractor, the Department and the TO Manager;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 - 5) Any final training/orientation of Department staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department;

- b) Review with the Department the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
 - D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
 - E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in Section 3.2.5.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of ninety (90) days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a

written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.

- B. "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 **General**

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager at [msde.invoice@maryland.gov].
- 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.

3.3.3 Invoice Submission Schedule

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

- A. Invoices are due by the 1st of the month for the previous month.
- B. 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.
- C. 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.
- D. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

3.3.4 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, all stipulated conditions for release of the retainage have not 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.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.4 Liquidated Damages

This solicitation does not require additional liquidated damages.

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

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

3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.6 “Insurance Requirements” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.4 Cyber Security / Data Breach Insurance

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

3.7 Security Requirements

3.7.1 Employee Identification

- A. TO Contractor Personnel shall display their company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:

A national criminal history record check. This check may be performed by a public or private entity.

- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.

3.7.3 On-Site Security Requirement(s)

- A. Failure to comply with the following may result in the TO Contractor Personnel being 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.

3.7.4 Information Technology

The TO Contractor shall:

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

3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1) 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 listed in **Section 3.7.5**.
 - 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 also 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 its 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.

3.7.6 Access to Security Logs and Reports

- A. For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Task Order.

3.7.7 Security Plan

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.

- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.
- C. If any Security Plan information, including procedures, are different based on a Task Order, TO Contractor shall furnish such differences to the respective TO Manager.

3.7.8 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.9 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

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

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

3.7.12 Provisions in Sections 3.7.1 – 3.7.9 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.9 (or the substance thereof) in all subcontracts.

3.8 SOC 2 Type 2 Audit Report

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

3.9 Performance and Personnel

3.9.1 Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

3.9.2 Preferred Offeror Experience

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

- A. It is preferred that the Offeror demonstrates experience with high-level computer programming skills and solutions related to repairing and maintaining web-based applications that are acceptable and compatible with MSDE IT requirements.
- B. The Offeror must have two (2) years of experience with Microsoft’s .NET Framework, Visual Basic, Microsoft Access, programming and utilizing Structured Query Language (SQL) Server management programming.

3.9.3 Personnel Experience

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

1. Offeror personnel must demonstrate experience with programming solutions related to repairing and maintaining applications that are acceptable and compatible with MSDE IT requirements.
2. Offeror personnel must have two (2) years of experience with Microsoft’s .NET Framework, Visual Basic, Microsoft Access, programming and SQL Server management programming.
3. Offeror personnel must demonstrate knowledge and use of Department of Information Technology (DoIT) data encryption schemes for data and passwords is essential.
4. Offeror personnel must demonstrate high-level computer programming skills and be able to support web-based applications and MSDE’s Domain Name System (DNS).
5. Offeror personnel must demonstrate knowledge of Maryland’s 1915© Home and Community-Based Services Waiver for Children with Autism Spectrum Disorder, also known as the Autism Waiver.
6. Offeror personnel must have excellent oral and written communication skills.

3.9.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly two (2) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.9.5 Key Personnel Identified

For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.9** and **Appendix 4**.

- 1) Analyst, Computer Software/Integration (Senior)
- 2) Training Specialist/Instructor

3.9.6 Labor Categories

- A. The Labor Categories are identified and described in Appendix 4. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.9.5**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.9.7 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.

3.9.8 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.

3.9.9 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.

3.9.10 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**).
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. 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.
- E. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager's approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- F. Time-Off Requests: Requests for time-off shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if time-off extends longer than one consecutive week. In cases where there is insufficient coverage, a time-off request may be denied.

3.10 Substitution of Personnel

3.10.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or 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. A request for a new Remediation Plan will follow the procedure described in Section 3.11.1.B.

- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.10.2 Substitution Prior to and 30 Days After Task Order Execution

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

3.10.3 Substitution More Than 30 Days After Task Order Execution

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

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

3.11 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.12 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.13 Work Orders

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

3.14 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.14.1 – 3.14.5** (or the substance thereof) in all subcontracts.

3.14.1 TORFP Subject to CATS+ Master Contract

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

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor; and
- D. No-Visual Access.

By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

3.14.3 Contract Management Oversight Activities

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

3.14.4 Source Code Escrow

Source Code Escrow applies to this TO Agreement. The TO Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the TO Contractor and an escrow agent (“Escrow Agent”) within thirty (30) days of the date hereof pursuant to which TO Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the TO Agreement; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of

enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and TO Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. TO Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as TO Contractor's confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of TO Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Task Order (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.

- B. In the event that the Escrow Agent either ceases providing escrow services to TO Contractor or TO Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, TO Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to **Section 3.14.4.A** above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.
- C. TO Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 3.14.4.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; TO Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause TO Contractor to fail to meet its obligations in the foreseeable future; or TO Contractor's discontinuance of support or failure to support in accordance with this TO Contract any software system or if the TO Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the TO Contractor remains unresponsive, meaning that the TO Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.14.5 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.14.6 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 A TO pre-proposal conference (Conference) will be held at the Maryland State Department of Education 200 West Baltimore Street, Baltimore, MD 21201 on July 18, 2022 10:00 a.m. 8th Floor Conference Room as 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. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation process of an Offeror's good faith efforts if there is a waiver request.
- 4.1.3 Following the Conference, the attendance record 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 attendance 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. An invitation email is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM by July 7, 2022.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions shall identify in the subject line the Solicitation Number and Title (**R00B2600068 – Analyst, Computer Software/Integration (Senior)**) 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.
- 4.3.2 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.
- 4.3.3 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.

4.4 TO Proposal Due (Closing) Date and Time

- 4.4.1 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.

- 4.4.2 Requests for extension of this date or time shall not be granted.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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.

4.5 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.

4.6 Oral Presentation

- 4.6.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives at the State's discretion. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.6.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

4.6.3 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

4.7 Limitation of Liability

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

4.8 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.9 VSBE Goal

There is no VSBE participation goal for this procurement.

4.10 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.

4.11 Federal Funding Acknowledgement

This task order does not contain Federal funds.

4.12 Conflict of Interest Affidavit and Disclosure

4.12.1 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.

4.12.2 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.

4.12.3 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.

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

4.13 Non-Disclosure Agreement

4.13.1 Non-Disclosure Agreement (Offeror)

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

4.13.2 Non-Disclosure Agreement (TO Contractor)

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

4.14 HIPAA - Business Associate Agreement

4.14.1 Compliance with Federal HIPAA and State Confidentiality Law

- A. The TO Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The TO Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- 1) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - 2) Providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement; and
 - 3) Otherwise providing good information management practices regarding all health information and medical records.
- B. Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the TO Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
- C. “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

4.15 Iranian Non-Investment

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

4.16 Mercury and Products That Contain Mercury

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

4.17 Location of the Performance of Services Disclosure

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

4.18 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.19 Small Business Reserve (SBR) Set-Aside

- 4.19.1 This is a Small Business Reserve solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.
- 4.19.2 For the purposes of a Small Business Reserve solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:
- A. It is independently owned and operated;
 - B. It is not a subsidiary of another business;
 - C. It is not dominant in its field of operation; and
 - 1) With respect to employees:
 - a) Its wholesale operations did not employ more than 50 persons in its most recently completed three (3) fiscal years;
 - b) Its retail operations did not employ more than 25 persons in its most recently three (3) fiscal years;
 - c) Its manufacturing operations did not employ more than 100 persons in its most recently three (3) fiscal years;
 - d) Its service operations did not employ more than 100 persons in its most recently three (3) fiscal years;
 - e) Its construction operations did not employ more than 50 persons in its most recently three (3) fiscal years; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently three (3) fiscal years; and
 - 2) With respect to gross sales:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently three (3) fiscal years;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently three (3) fiscal years;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently three (3) fiscal years;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently three (3) fiscal years;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently three (3) fiscal years; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently three (3) fiscal years.

Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

4.20 Bonds

This solicitation does not require bonds.

4.21 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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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:

1. Volume I – TO TECHNICAL PROPOSAL
2. Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

- 5.3.1 TO Proposals delivered by facsimile and email 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 through the State’s internet based electronic procurement system, eMMA.
- 5.3.4 The TO Procurement Officer must receive all electronic TO Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. 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.
- 5.3.5 Master Contractors shall provide their TO Proposals in two separate envelopes through eMMA by following the [Quick Reference Guides](#) (QRG) labelled “**5- eMMA QRG Responding to Solicitations (RFP)**” for double envelope submissions.
- 5.3.6 Two Part (Double Envelope) Submission:
 - A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) TO Technical Proposal in searchable Adobe PDF format, and
 - 3) a second searchable Adobe copy of the TO Technical Proposal, with confidential and/or proprietary information redacted (see **Section 5.4.2.B**, and
 - B. TO Financial Proposal consisting of:
 - 1) the TO Financial Proposal in searchable Adobe PDF format, and
 - 2) a second searchable Adobe copy of the TO Financial Proposal, confidential and/or proprietary information redacted (see **Section 5.4.2.B**).

5.4 Volume I - TO Technical Proposal

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

- 5.4.1 In addition to the instructions below, responses in the Offeror's TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
- A. Proposed Services:
- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
 - 3) 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.
 - 4) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 5) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its TO Proposal.
 - 6) 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.
 - 7) The Offeror shall provide a Backup solution/ strategy recommendation as part of its TO Proposal.
 - 8) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
 - 9) Description of technical risk of migrating from the existing system.
 - 10) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the positions set forth in the staffing requirements working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete

restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

B. Proposer Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

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

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Labor Classification Personnel Resume 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 4B**.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.

- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:

- a) Name of organization.
- b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c) Services provided as they relate to the scope of work.
- d) Start and end dates for each example engagement or contract.
- e) Current Master Contractor team personnel who participated on the engagement.
- f) If the Master Contractor is no longer providing the services, explain why not.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

Note - State of Maryland experience can be included as part of **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

J. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

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.

Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.

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.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 4.6** Oral Presentation).

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

Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

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

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

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

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

Table 1: TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With TO Proposal	B	TO Financial Proposal Instructions and Form
Y	With TO Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	N	Certification Regarding Investment in Iran
Appendices			

Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 2A and 2B)
Additional Submissions			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.5 ; 1 copy)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number R00B2600068

Analyst, Computer Software/Integration (Senior)

A TO pre-proposal conference will be held on **July 18, 2022 10:00 a.m.** local time 200 West Baltimore Street, Baltimore, Maryland 21201

Please return this form by **July 7, 2022 by 12:00** noon 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:

Adrain Pulliam-Smith
Maryland State Department of Education (MSDE)
E-mail: adrain.pulliam-smith@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the TORFP for limits to the number of attendees allowed):
- 1.
 - 2.
 - 3.
- _____ No, we will not be in attendance.

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

See separate Excel TO Financial Proposal Form labeled, “Attachment B – Analyst, Computer Software/Integration (Senior) – Financial Proposal”.

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

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

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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 work week 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, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely 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# R00B2600078 OF
MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2021 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE or the “Department”).

IN CONSIDERATION of the mutual promises 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 Maryland State Department of Education, as identified in the CATS+ TORFP # R00B2600068.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00B2600068, dated _____, 2022 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 Adrain Pulliam-Smith. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between MSDE and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Tiffany Wagoner. 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 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:
 1. The TO Agreement,
 2. Exhibit A – CATS+ TORFP

3. Exhibit B – TO Technical Proposal
4. 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 _____. At the sole option of the State, this TO Agreement may be extended for two (2) one-year periods for a total TO Agreement period ending on _____.
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 Department’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department 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, MSDE

By:

Date

Witness: _____

APPROVED BY BPW: _____
(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. RESERVED

Appendix 1. – Abbreviations and Definitions

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

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- D. Autism Waiver Level of Care (AWLOC) – The AWLOC application facilitates statewide data collection of over 150 identified data elements
- E. Autism Waiver Plan of Care (AWPOC) – The AWPOC application converted the paper POC to an electronic method of documenting the authorization of Autism Waiver services.
- F. 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).
- G. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- I. Direct Access Storage Device (DASD) – Which means a format/file/volume that can store all types of data, including system, application, user and temporary data.
- J. Effective Date - The date of mutual TO Agreement execution by the parties
- K. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- L. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- M. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- N. Intergovernmental Transfer (IGT) - A monthly report is produced by fiscal year and month
- O. 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**.
- P. 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.
- Q. Maryland State Department of Education or – (MSDE or the “Agency”)
- R. 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.

- S. 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.
- T. 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.
- U. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- V. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- Y. 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.
- Z. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- AA. 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
- BB. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- CC. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- DD. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.

- EE. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- FF. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- GG. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- HH. State – The State of Maryland.
- II. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- JJ. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7) Operating procedures
- KK. Task Order (TO) – The scope of work described in this TORFP.
- LL. 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**.
- MM. 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.
- NN. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- OO. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

- PP. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.
- QQ. 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**).
- RR. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- SS. 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.
- TT. 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

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

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 State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order 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 person proposed, 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.
2. 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.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. 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.
 - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 4A)** and the **Personnel Resume Form (Appendix 4B)** for each resource proposed. Alternate resume formats are not allowed.
 - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 4B)** demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum**

Qualification Summary shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

Every experience listed on the **Minimum Qualifications Resume Summary** must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- b. The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each **Personnel Resume Summary** if it aids a full and complete understanding of the individual proposed.

4A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # R00B2600068

*All content on this form must also be on the Personnel Resume Form.
 ONLY include information on this summary that supports meeting a minimum qualification.*

<p>Proposed Individual’s Name and Company/SubContractor:</p>	<p>List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B</p>									
<p>LABOR CATEGORY TITLE – (Analyst, Computer Software/Integration (Senior))</p>										
<p>Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of 10/2022 to 9/2025</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="797 884 1414 1104"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 2B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form Appendix 2B:		<insert cross-reference(s) to the full description on Form 5B>								
<p>Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of 10/2022 to 9/2025</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="797 1234 1414 1455"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 2B</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form Appendix 2B		<insert cross-reference to the full description on Form 5B>								
<p>TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of 10/2022 to 9/2025</p>										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor
Representative:**

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

4B. Labor Classification Personnel Resume Summary

TORFP # R00B2600068 Analyst, Computer Software/Integration (Senior)

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

Candidate Name:

TO Contractor:

Education / Training

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

Relevant Work Experience

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

[Organization] Description of Work...
[Title / Role]
[Period of Employment /
Work]
[Location]
[Contact Person (Optional
if current employer)]

[Organization] Description of Work...
[Title / Role]
[Period of Employment /
Work]
[Location]
[Contact Person]

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References: List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Analyst, Computer Software/Integration (Senior)</i>
Requirement (See Section 3.10)	Candidate Relevant Experience *
<p>Education:</p> <p>This position requires a Bachelor’s degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master’s degree is preferred.)</p>	Education:
<p>Experience:</p> <p>General Experience: The proposed candidate must have at least eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.</p> <p>Specialized Experience: The proposed candidate must have at least five (5) years of experience as a Computer Systems Analyst. This individual must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. This individual must be knowledgeable in performing requirements analysis for</p>	Experience:

a wide range of users in areas such as office automation, finance, and accounting. This individual must be knowledgeable in life-cycle support, including maintenance, administration, and management.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in IT systems analysis and programming.

1. Designing, developing, engineering, and implementing solutions to MLS requirements;
2. Gathering and organizing technical information about an agency’s mission goals and needs, existing security products, and ongoing programs in the MLS arena;
3. Performing risk analyses, which also includes risk assessment; and
4. Providing daily direction to staff.

General Experience: This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.

Specialized Experience: The proposed candidate must have at least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. The proposed candidate must have at demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

Duties:
 The Computer Software/Integration Analyst (Senior) is responsible for performing the following tasks:

1. Presenting system designs for user approval at formal reviews;
2. Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results; and
3. Providing solutions to identified software problem reports.

Duties:

Insert the duties description the applicable labor category]	
--	--

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

Sign each Form

4A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # R00B2600068

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

<p>Proposed Individual’s Name and Company/SubContractor:</p>	<p>List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B</p>									
<p>LABOR CATEGORY TITLE – (Training Specialist/Instructor)</p>										
<p>Education: This position requires a Bachelor’s degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master’s degree is preferred.)</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience: The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="800 1094 1417 1310"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 2B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form Appendix 2B:		<insert cross-reference(s) to the full description on Form 5B>								
<p>Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software. Provide dates in the format of 10/2022 to 9/2025</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="800 1440 1417 1661"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 2B</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form Appendix 2B		<insert cross-reference to the full description on Form 5B>								
<p>TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.</p>										

Provide dates in the format of 10/2022 to 9/2025	
--	--

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor
Representative:**

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

4B. Labor Classification Personnel Resume Summary

TORFP # R00B2600068 Analyst, Computer Software/Integration (Senior)

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

Candidate Name:

TO Contractor:

Education / Training

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

Relevant Work Experience

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

[Organization] Description of Work...
[Title / Role]
[Period of Employment /
Work]
[Location]
[Contact Person (Optional
if current employer)]

[Organization] Description of Work...
[Title / Role]
[Period of Employment /
Work]
[Location]
[Contact Person]

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References: List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Training Specialist/Instructor</i>
Requirement (See Section 3.10)	Candidate Relevant Experience *
Education: This position requires a Bachelor’s degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master’s degree is preferred.)	Education:
Experience: General Experience: The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields. Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and	Experience:

<p>providing IT and end user training on computer hardware and application software.</p>	
<p>Duties: The Training Specialist/Instructor conducts the research necessary to develop and revise training courses, and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). This individual is responsible for training personnel by conducting formal classroom courses, workshops, and seminars.</p>	<p>Duties:</p>

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

Sign each Form