

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



MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
SOLICITATION NUMBER R00B0600010
MARS / MDCS TECHNICAL PROJECT MANAGER

ISSUE DATE: JANUARY 31, 2020

SMALL BUSINESS RESERVE

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

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

Solicitation Title:	MARS / MDCS Technical Project Manager
Solicitation Number (TORFP#):	R00B0600010
Functional Area:	Functional Area 10
TORFP Issue Date:	January 31, 2020
TORFP Issuing Office:	Maryland State Department of Education (MSDE or the "Department")
Department Location:	Nancy S. Grasmick State Education Building 200 W. Baltimore Street Baltimore, MD 21201
TO Procurement Officer: e-mail: Office Phone:	Jenna Meinel 200 W. Baltimore Street Baltimore, MD 21201 Jenna.Meinel1@maryland.gov (410) 767-0116
TO Manager: e-mail: Office Phone:	Gail Robinson 200 W. Baltimore Street Baltimore, MD 21201 Gail.Robinson@maryland.gov (410) 767-0210
TO Proposals are to be sent to:	Jenna.Meinel1@maryland.gov
TO Pre-proposal Conference:	February 12, 2020 at 10:30 AM Local Time 200 West Baltimore Street, 8th Floor Conference Room 4 Baltimore, MD 21201 See Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	March 3, 2020 by 2 PM 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:	Time and Materials



Task Order Duration:	Three (3) year base period with one (1) 2-year option periods, commencing from the Effective Date
Primary Place of Performance:	200 W. Baltimore Street, Baltimore, MD 21201
SBR Designation:	Yes
Federal Funding:	Yes
Questions Due Date and Time	February 21, 2020 by 2 PM Local Time

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1. Offeror Personnel Minimum Qualifications

No Minimum Qualifications are required for this solicitation.

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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 obtain one (1) Technical Project Manager who will provide supervision for Operations, Maintenance (O&M) and Enhancement activities for the Maryland Accountability & Reporting System (MARS) and the Maryland Direct Certification System (MDCS), collectively the “Systems”.
- 2.1.2. Specifically, the Office of School and Community Nutrition Programs (OSCNP) seeks the expertise of a Technical Project Manager to oversee the operation of these two critical applications supporting the mission of OSCNP. The primary objective of this TORFP is to ensure the Systems are stable and responsive in order to enable OSCNP staff and its customers to certify and reimburse customers who participate in the Federal and State food programs.
- 2.1.3. The Technical Project Manager will be a key member of the team providing O&M for the “Systems”. The Technical Project Manager will provide leadership to third party resources (the “O&M Vendor”) as described in the scope of work below.
- 2.1.4. The O&M Vendor for the Systems is a Contractor working under a separate CATS+ Task Order Agreement.
- 2.1.5. Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.6. 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

MSDE OSCNP Organizational Principles

1. Provide quality products and services to all customers
2. Embrace the mission of United States Department of Agriculture (USDA) and the Maryland State Nutrition Programs such as:
 - a. School Meals
 - b. Special Milk
 - c. Summer Food Special Program
 - d. Family Child Care
 - e. Child And Adult Care Centers
 - f. Food Distribution Program
 - g. Fresh Fruit And Vegetable Program
 - h. Maryland Meals For Achievement
 - i. Maryland Direct Certification System
3. To be accountable to our customers and to use public resources effectively
4. Commit to increasing participation in our programs by developing awareness

5. Believe cultural diversity, mutual trust, respect, open communication, and celebration of achievements is essential to a productive organization

2.2.1 MARS Description and Background

MARS is used to track subsidized meals provided by approved organizations (“Customers”) to qualified constituents. More than 1,000 users access MARS internally and externally to track all aspects of nutrition program applications and claims for reimbursement. With the implementation of MARS, MSDE has streamlined many processes with a common Internet tool and has eliminated all legacy and paper driven processes.

The MARS intranet site offers authorized OSCNP staff to approve applications and claims, research contact information, and send template emails from within MARS.

The MARS Internet Portal allows all Customers to maintain agency, program, and site applications and agency claims, including real-time uploads of site application and claims reimbursement data files.

The MSDE MARS Project Steering Team determines the nature and priority of system changes in order to meet current and anticipated business needs. MARS is critical to providing certification and reimbursement to participating public and private agencies. The following summarizes the sponsorship, current status, impact, and operation and reporting calendars of the MARS Environment:

- A. OSCNP at MSDE is the business stakeholder responsible for MARS.
- B. There are approximately 550 external private and public agencies relying on MARS for the processing of their applications and monthly claim reimbursement.
- C. MARS monitors five USDA Programs. Depending on the USDA program, a program business cycle may start and stop based on an annual calendar (January – December), State fiscal year, and/or Federal fiscal year. Several scheduled events such as program renewals and certification, claims processing, federal reporting, and budgets, may share dependencies among the three calendars.

2.2.2 Current MARS Technical Environment

- A. MARS is based on the Microsoft .NET platform.
- B. All servers are provisioned as virtual servers by DoIT using VMWare.
- C. MARS relies upon the following Enterprise technologies and components at MSDE:
 - 1) Microsoft Team Foundation Server
 - 2) Microsoft Forefront Unified Access Gateway
 - 3) Microsoft Windows Server Microsoft Active Directory
 - 4) Microsoft SharePoint Server - website management
 - 5) Microsoft SharePoint Server - search and document management
 - 6) Microsoft SQL Server
 - 7) Microsoft SQL Reporting Server
 - 8) Microsoft Internet Information Services

- 9) Microsoft Internet Explorer
 - 10) Microsoft Exchange
 - 11) Microsoft Office
- D. Customizations includes:
- 1) Custom Microsoft Word templates with bookmarks to pre-populate emails and Microsoft Word documents
 - 2) Custom security functions and access control based on group and role concepts
 - 3) Custom database to maintain the data for the custom applications
 - 4) Custom database maintenance packages in the form of Microsoft SQL packages
 - 5) Custom Microsoft scheduling functions for reporting and emails based on configurable events
 - 6) Custom reports, delivered through Microsoft SQL Reporting Services
 - 7) MARS manages and produces bookmarked Word documents, emails, and PDF files. Therefore, Microsoft Office and related add-ons are installed on the servers to allow these files to be created and viewed from the server.

2.2.3 MARS Interfaces

- A. MARS produces a payment batch file on demand to be processed in the State's Financial Management Information System (FMIS) operated by the Comptroller of Maryland.
- B. OSCNP publishes a spreadsheet containing Family Child Care and Child and Adult site information within MARS to assist the Office of Child Care with promoting advantages of operating the food programs.
- C. MSDE CCATS publishes a monthly spreadsheet that is uploaded into MARS. MARS has a batch process to monitor license revocations and also to provide real time validation when the users enter their Child Care license number and expiration dates.
- D. MARS has a limited read-only view of the MSDE Financial Data Warehouse (FDW) to track payments and to validate vendor information. DoIT monitors the weekly upload of data to the Financial Data Warehouse.
- E. The USDA offers several reporting systems including: Food Programs Reporting System (FPRS) and Web Based Supply Chain Management (WEBSCM). MARS uploads data from the Federal Internal Revenue Service (IRS) to monitor revocation of non-profit status and to validate tax-ID information entered by the customers.
- F. The MSDE Office of Child Care's Licensing Branch, provides two separate monthly spreadsheet files containing licensing information and provider information. The information from the two files is uploaded into MARS to validate information for active Family Child Care Site Applications submitted by an agency.
- G. Each month MARS builds a spreadsheet for the MSDE Office of Child Care, providing demographics and licensing info of active Family Child Care Sites in MARS.
- H. MARS offers customers the option to perform batch uploads of their site application information using a fixed length file in American Standard Code for Information Interchange (ASCII) format. Family Child Care agencies may use the time-saving option as it is an efficient means for site approval.

- I. Agencies have the option to upload an interface file containing claim information in a fixed length file in ASCII format.

2.2.4 MARS Reporting

MARS offers several reports for auditing programs and system access, federal reporting, administrative functions, and financial management. The MARS Reports use Microsoft SQL Reporting Services. Access to MARS reports are role-based and can be initiated by the user or by programmatic action taken in MARS. MARS Reports can be exported in either PDF or Microsoft Excel formats. A list of reports can be found in Appendix 6.

2.2.5 Current Direct Certification Processing at MSDE via MDCS

- A. Directly Certified children are children who are members of households receiving assistance as eligible for free school meals, without further application (paper or otherwise), based on information provided by the State Agency administering the Supplemental Nutrition Assistance Program (SNAP), Temporary Cash Assistance (TCA), and Foster Care Services Programs (FOSTER). Each Local Educational Agency (LEA) is responsible for identifying and certifying students eligible to receive free school meals.
- B. MDCS is critical to the efficient determination of free meal eligibility for directly certified students and match result reports. MDCS also allows for OSCNP oversight of customer activities and publishes State and Federal reporting requirements. The State of Maryland, Federal legislation, and the General Assembly continue to place additional demands on MSDE to increase effective participation in the Nutrition Food Programs.
- C. LEAs are reliant on the Direct Certification data outcomes to update their lunch point of sale (POS) systems to provide free meals to directly certified students.

2.2.6 Current MDCS Technical Environment

- A. All servers are provisioned as virtual servers by DoIT using VMWare.
- B. The MDCS relies upon the following Enterprise technologies and components at MSDE:
 - 1) Microsoft Server
 - 2) Microsoft.Net platform
 - 3) Microsoft Internet Information Services (IIS) 8.5
 - 4) Microsoft SQL Server Reporting Services (SSRS) 2014
 - 5) Microsoft SQL Server 2014 solutions architecture and database

2.2.7 MDCS Interfaces

- A. LEA Enrollment: Direct file uploads via the GUI interface or single student record input via MDCS. The LEA is NOT limited to one upload file per day.
- B. Department of Human Services (DHS) Assistance programs (SNAP, TCA, FOSTER) eligibility for children 0-21 years old. The MDCS is scheduled to pull the DHS fixed length file using Secure FTP.

- C. Data produced from MARS report, as an Excel upload, to import LEAs, school names, and their associated ID numbers.
- D. Uploads of enrollment data from the LEA is expected at least four times within the School year. The peak times for access are from August to October. MDCS enrollment data uploads are supported in fixed length text, Excel, or CSV.
- E. Download exports for Matched Enrollment or Unmatched Enrollment data files are available in fixed length text, Excel, or CSV format.

2.2.8 MDCS Reporting

MDCS reports support auditing activities, USDA reporting, administrative and oversight functions, and matching enrollment records. The reports in MDCS use Microsoft SQL Reporting Services. The access to the MDCS reports are role based, and can be initiated as needed. A list of reports can be found in Appendix 6.

2.2.9 State Staff and Roles

In addition to the TO Manager, the TO Contractor will engage with the following State resources:

- A. OSCNP Advisory Board
 - 1) The OSCNP Advisory Board is responsible for ensuring The Systems meet all requirements established by law, regulation, and program needs. The OSCNP Advisory Board establishes and/or reviews requirements for programs and approve work orders to be assigned to the O&M Vendor.

2.2.10 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 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.

2.3 Responsibilities and Tasks

2.3.1 Project Manager Work Description

The Technical Project Manager shall provide day-to-day management of O&M efforts of The Systems. This includes providing assessments of mandates and maintenance efforts, identifying issues and risks, maintaining issue logs, hosting internal, external, and joint meetings, publishing schedules and status reports, and recommending risk mitigation strategies for O&M efforts.

The Technical Project Manager shall develop Work Orders (WOs) for the O&M Vendor based on requirements from the USDA or the OSCNP Advisory Board, and finalize Work Orders to accomplish maintenance efforts. The Technical Project Manager is responsible for ensuring that work performed by the O&M Vendor is within scope, consistent with requirements, and delivered on time and on budget. The Technical Project Manager acts as a facilitator between MSDE, DoIT, and the O&M Vendor. The Technical Project Manager shall identify critical paths, tasks, dates, testing, and acceptance criteria and ensure that the O&M efforts stay on track and meet all Work Order objectives.

At a minimum, Technical Project Manager under this TORFP shall perform the following recurring activities:

- A) Ongoing and as needed:
 - 1) Monitor the progress of O&M efforts through regular meetings with the O&M Vendor according to the established and approved Team Meeting Plan, including:
 - a) Stand-Up Meetings
 - b) Sprint Reviews
 - c) Program Increment Meetings
 - 2) Maintain System Development Life Cycle (SDLC) documentation including project schedules in project management software
 - 3) Maintain User Acceptance Testing (UAT) and production issue log and reporting in project management software
 - 4) Draft, review, and submit Work Orders to the O&M Vendor
 - 5) Prepare required Work Order documentation, including functional requirements, and testing and acceptance documentation, to meet State and Federal requirements
 - 6) Collaborate with DoIT and the O&M Vendor to review the DoIT managed VMware environments for development, Quality Assurance Testing, and UAT to include:
 - a) Review hardware and infrastructure needs of The Systems to ensure the environments meet technical requirements
 - b) Address any performance issues with The Systems or with the hosting environment
 - c) Coordinate scheduled upgrades to the environment with DoIT
 - d) Plan scheduled downtime
 - e) Determine the schedule of testing database refreshes
 - f) Evaluate projected growth of the Systems' databases
 - g) Perform reviews of database performance
 - h) Address security measures, including local accounts, services, and database connection
 - i) Prepare impact analysis and technical Work Order documents for any DoIT mandated configuration changes
- B) Daily:
 - 1) Collaboration with The Systems' O&M Vendor, stakeholders and interface owners, and DoIT
 - 2) Review logged issues and monitor escalation efforts
 - 3) Provide direction and oversight to technical and functional staff working with The Systems:
 - a) Build and maintain scripts to be used by non-technical staff to upload and download Generation Data Group datasets from FMIS.
 - b) Build scripts and routines to generate test data file
 - c) Help configure ODBC read only connections and formulate queries
 - d) Assist MSDE staff troubleshoot browser settings prior to logging issues
- C) Weekly:
 - 1) Provide Production Report of The Systems:

- a) Accomplishments in the last two weeks
 - b) Summary of open issues identifying: date reported, current status, assigned to, reported by, expected completion, and dependencies
 - 2) Facilitate status meeting with MSDE stakeholders and the O&M Vendor
 - 3) Update the O&M and Business Operations schedules
 - 4) Use SharePoint Services in Team Foundation Server and project management software to track and manage Work Orders documents, monitor testing, and track activities.
- D) Monthly:
- 1) Monitor monthly upload interfaces with FMIS:
 - a) Work with non-technical staff to use IBM Time Sharing Option (TSO), a command-driven software product which typically employs one-word or one-line commands and Interactive System Productivity Facility (ISPF), a full-screen, menu-driven product which both simplifies and extends the capabilities of TSO, to upload and verify outputs of the FMIS test system.
 - b) Work with the FMIS help desk to track issues with the MARS payment process and schedule follow-up activities
 - 2) Provide an O&M Vendor Spending Report using monthly FMIS data, to identify actual spending against the appropriations for the O&M Vendor.
 - 3) Provide a Vendor MBE Payment Tracking Report which monitors O&M Vendor MBE participation against payments made to the O&M Vendor.
 - 4) Provide a Progress Report to the OSCNP Advisory Board accurately describing:
 1. Key Accomplishments for the reporting period
 2. Activities in progress
 3. Open action items
 4. Project risks
 5. Change requests
 6. Status of assigned tasks
 7. Budget tracking
 8. Project financial tracking to State financial reports via State of Maryland Financial Management/Daily Accountability Financial Reporting Utility (FMIS/DAFR)
 9. Resource time off schedules
- E) Bi-Monthly (according to the Release Schedule):
- 1) Review critical business operations schedules of the MSDE OSCNP programs
 - 2) Create production release schedules based on Work Orders and business operation schedules
 - 3) Create Release Notes for each release and distribute to stakeholders
 - 4) Verify delivery and content of UAT items.
 - 5) Verify and document acceptance of UAT releases ready for production.
 - 6) Verify final acceptance of production releases and completeness of assigned Work Orders.

Table 1: Summary Table of Technical Project Manager Work Products

Description	Acceptance Criteria	Due Date / Frequency
Production Report	Completeness and accuracy of data in the report	The first Business Day of the week.
O&M Vendor Spending Report	Completeness and accuracy of payment data and account codes	Prior to the 10 th Day of each Month.
MBE Tracking Report	Accounts for all payments to O&M Vendor and all payments to each O&M Vendor MBE subcontractor	Prior to the 10 th Day of each Month.
Progress Report	Completeness and accuracy of data in the report	Updates: Prior to the 10 th Day of each Month.
Release Notes	Completeness of notes relating to new features and any changes made to The Systems.	With each new release

2.3.2 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.

2.3.3 TO Contractor-Supplied Hardware, Software, and Materials

MSDE will supply the Technical Project Manager with a computing device such as a tablet, notebook, netbook, or laptop to use during the period of performance of this Task Order.

2.4 Deliverables

No Deliverables are required for this solicitation.

2.5 Optional Features, Future Work, 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.

2.6 Service Level Agreement (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3. TO Contractor Requirements: General

3.1. Task Order Initiation Requirements

There are no specific TO initiation requirements.

3.2. End of Task Order Transition

3.2.1. Transition Assistance

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:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated System Documentation, as appropriate; and
- D. Provide current operating procedures (as appropriate).
- E. 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.
- F. 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.

3.2.2. Transition Out Plan

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 MSDE;
 - b) Review with OSCNP all 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. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order.

3.2.3. Return and Maintenance of State Data

- A. Upon termination or expiration of the TO Agreement term, 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.

3.3. Invoicing

3.3.1. Definitions

- A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the Department, 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 and includes the information required in Section 3.3.2.
- 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.
- 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 payment in the event the TO Contractor 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:

Invoices are due by the 15th of the month following the month in which services were performed.

3.3.4. Time and Materials Invoicing

A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.

B. Time Sheet Reporting

Within three (3) business days after the last day of the month, the TO Contractor shall submit a monthly timesheet and log showing the efforts and time spent during the preceding month providing data for all resources provided under the Task Order.

At a minimum, each monthly timesheet shall show:

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

3.3.5. Invoice Items Deemed Non-Payable

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.

3.3.6. Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7. Retainage

THIS SOLICITATION DOES NOT REQUIRE RETAINAGE.

3.4. Liquidated Damages

THIS SOLICITATION DOES NOT REQUIRE LIQUIDATED DAMAGES.

3.5. Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1. 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.

3.5.2. Survival

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

3.6. Insurance Requirements

Offeror must 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).

3.6.1. CYBER SECURITY / DATA BREACH INSURANCE

THIS SOLICITATION DOES NOT REQUIRE CYBER SECURITY / DATA BREACH INSURANCE.

3.7. Security Requirements

3.7.1. Employee Identification

- A. TO Contractor Personnel must 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 must provide additional photo identification.
- B. TO Contractor Personnel must 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 will 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:
 - 1) 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.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to any work commencing on the Task Order.

3.7.3. On-Site Security Requirement(s)

- 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. 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 personal computers, tablets, and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
 - 2) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 3) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
 - 4) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

3.7.6. Access to Security Logs and Reports

THIS SOLICITATION DOES NOT REQUIRE ACCESS TO SECURITY LOGS AND REPORTS

3.7.7. Security Plan

THIS SOLICITATION DOES NOT REQUIRE A SECURITY PLAN

3.7.8. PCI Compliance

THIS SOLICITATION DOES NOT REQUIRE PCI COMPLIANCE

3.7.9. 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) 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.
 - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.
- 3.7.10. 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.

- 3.7.11. 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 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.

3.8. SOC 2 Type 2 Audit Report

THIS SOLICITATION DOES NOT REQUIRE A SOC2 AUDIT REPORT

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

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

3.9.2. Offeror Experience

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.9.3. Personnel Experience

MSDE is seeking a Project Manager that can demonstrate, through past performance and documented experience, project management skills that include defining and meeting deadlines, risk management, working within budget limitations, and motivating a team to deliver within those constraints.

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**):

- A. Current Project Management Institute (PMI) Certified Project Management Professional (PMP) and at least one current certification in the following:
 - a. PMI-Agile Certified Practitioner (PMI-ACP)
 - b. Certified Scrum Master (CSM)
 - c. Certified Product Owner (CSPO)
 - d. Certified Developer (CSD)
 - e. Professional Scrum Master (PSM)
 - f. Professional Scrum Product Owner (PSPO)
 - g. Professional Scrum Developer (PSD)
 - h. Scaled Agile Framework (SAFe)
 - i. Disciplined Agile Delivery (DaD)
 - j. Large-Scale Scrum (LeSS)
- B. At least eight (8) years of experience in project management.
- C. At least five (5) years of experience managing software maintenance or development projects
 - a. Providing daily oversight, management and technical leadership
 - b. Preparing and providing regular financial, resource and project schedule updates
- D. Must have acted as the Lead Project Manager on at least three (3) projects; with one project having a budget over \$5 million.
- E. Three years of experience managing Internet projects for government agencies in a multi-tier environment.
- F. Three years of experience using Microsoft Project, Microsoft SharePoint, Microsoft Office, and Adobe.
- G. Three years of experience with Application Lifecycle Management within Microsoft Team Foundation Server.
- H. Experience managing the full systems development lifecycle from project inception through project closure and into operations and maintenance.
- I. Three (3) years' experience using Unified Modeling Language (UML), and validating data models and prototypes.
- J. Five (5) years' experience interviewing staff, evaluating business processes, and writing technical specifications for engineers to build workflow procedures, reports, and user interfaces in English.

- K. Three (3) years combined experience managing projects using: VMware server services, Microsoft Active Directory, supporting IIS-7 and .NET platforms, Microsoft SQL , ODBC connections, and SQL Stored Procedures.
- L. Three (3) years combined experience supervising the configuration management of production web-based applications, as well as, maintaining test data, and UAT environments.
- M. Two (2) years' experience supporting and testing interface files to a z/OS or CICS mainframe application running a DB2 database. system

3.9.4. Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly one (1) 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

- A. 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 3.10** and **Appendix 4**.

- 1) Project Manager

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. 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. 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.
- C. 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.
- D. 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 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.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

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 an issue. A request for a new Remediation Plan will follow the procedure.
- 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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.14. Additional Clauses

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

3.14.1. TORFP Subject to CATS+ Master Contract

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

- A. Custom Software, Custom Source Code, Data;
 - B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
 - C. Material costs shall be passed through with no mark-up by the TO Contractor;
 - D. No-Visual Access
 - E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- 3.14.2. All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.
- 3.14.3. **Contract Management Oversight Activities**
- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.

- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.14.4. Source Code Escrow

Source code Escrow does not apply to this Task Order.

3.14.5. Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.14.6. 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.

3.14.7.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.

4. TORFP Instructions

4.1. Pre-Proposal Conference

- 4.1.1. A pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3. Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5. In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6. Seating at the Conference will be limited to two (2) attendees per company.
- 4.1.7. Those wishing to attend the web Conference may request a meeting invitation by emailing Jenna Meinel at Jenna.Meinel1@maryland.gov no later than 2:00 PM on February 7, 2020. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the TO Procurement Officer will reply with a registration email with a link that may be used to register for the conference.

4.2. Questions

- 4.2.1. All questions shall identify in the subject line the Solicitation Number and Title (R00B0600010-MARS / MDCS Technical Project Manager), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2. Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3. TO Proposal Due (Closing) Date and Time

- 4.3.1. TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2. Requests for extension of this date or time shall not be granted.
- 4.3.3. Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO

Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

- 4.3.4. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5. TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

4.5 Oral Presentation

- 4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2 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.
- 4.5.3 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.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

4.10 Federal Funding Acknowledgement

4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see Attachment G).

4.10.2 The total amount of federal funds allocated for the MSDE headquarters is \$209,785,382.00 in Maryland State fiscal year 2019. This represents 64.9% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: The United States Department of Agriculture. The CFDA number is: 10.560. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular Federally funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

4.11 Conflict of Interest Affidavit and Disclosure

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

4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

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

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (Offeror)

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

4.12.2 Non-Disclosure Agreement (TO Contractor)

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

4.13 HIPAA - Business Associate Agreement

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

4.14 Iranian Non-Investment

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

4.15 Mercury and Products That Contain Mercury

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

4.16 Location of the Performance of Services Disclosure

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

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

4.18.1 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.

4.18.2 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.

4.19 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.4 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.

5.5 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.6 TO Proposal Packaging and Delivery

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

- A. Offerors may submit TO Proposals by e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet. TO Proposals delivered by facsimile will not be considered.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.6.2 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MSDE upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- C. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- D. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- E. The e-mail submission subject line shall state the TORFP R00B0600010 and either “Technical” or “Financial.”

5.6.3 Two Part Submission:

A. TO Technical Proposal consisting of:

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

B. TO Financial Proposal consisting of:

- 1) the TO Financial Proposal in searchable Adobe PDF format,
- 2) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

5.7 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).

5.7.1 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").

5.7.2 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) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 3) 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 of Section 3.10 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 noncompete 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.

4) 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.

B. Minimum Qualifications Documentation (If applicable)

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

C. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly 1 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 that 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** Personnel Resume Form.
- 3) Provide evidence proposed personnel possess a current, valid 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 the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. Subcontractors

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

E. 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.

F. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G. Confidentiality

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

H. 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), or end user license agreement(s). This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

5.8 Volume II – TO Financial Proposal

- 5.8.1 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.
- 5.8.2 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);
- 5.8.3 **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.
- 5.8.4 Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Department will consider all information submitted in accordance with Section 5.

6.4 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.

6.5 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.

6.5.1 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.

6.5.2 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 work products identified in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation).

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

6.6 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.

6.7 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, the TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.8 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.

For documents required as part of the proposal:

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

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

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

Table 1: TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	Before TO Proposal	B	TO Financial Proposal Instructions and Form
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	P	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)
Y	Before TO Proposal, as directed in the TORFP.	5	Non-Disclosure Agreement (Offeror)

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Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number R00B0600010

MARS / MDCS Technical Project Manager

A TO Pre-proposal conference will be held on February 12, 2020 at 10:30 AM at MSDE, 200 West Baltimore Street, Baltimore Street, 8th Floor Conference Room # 4, Baltimore, MD 21201.

Please return this form by February 7, 2020, 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:

Jenna Meindl
MSDE
E-mail: Jenna.Meindl1@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 – R00B0600010 Attachment B.

Attachment C. Minority Business Enterprise (MBE) Forms

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

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

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

Attachment E. 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.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment F. Federal Funds Attachments

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

Attachment G. 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 H. Non-Disclosure Agreement (TO Contractor)

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

Attachment I. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment J. Mercury Affidavit

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

Attachment K. Location of the Performance of Services Disclosure

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

Attachment L. Task Order**CATS+ TORFP# R00B0600010 OF
MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2020 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 # R00B0600010.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00B0600010, dated _____, 2020, 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 Jenna Mehl. 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 Gail Robinson. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the “Effective Date” and expire on the first anniversary thereof. At the sole option of the State, this TO Agreement may be extended for four 1-year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the 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: TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

Attachment M. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. 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).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. DoIT: Maryland Department of Information Technology
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. 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.
- I. FMIS - Financial Management Information System. The State’s accounting and inventory system, which is run on the Comptroller’s IBM Mainframe (using Z/OS) and operated by technical staff at DoIT. FMIS consists of two primary components, R*STARS (accounting) and ADPICS (purchasing/inventory).
- J. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- K. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- L. 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**.
- M. 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.
- N. Maryland State Department of Education or (MSDE or the “Department”)
- O. 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.
- P. 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.
- Q. 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.
- R. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.

- S. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- T. 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.
- U. 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.
- V. 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.
- W. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- X. 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
- Y. 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.
- Z. State – The State of Maryland.
- AA. 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.
- BB. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- CC. 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
- DD. Task Order (TO) – The scope of work described in this TORFP.
- EE. 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**.
- FF. 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.
- GG. TO Proposal – As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.
- HH. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- II. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 10) were specifically identified and listed as Third Party Software in the Proposal.
- JJ. 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**).
- KK. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- LL. 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.



Appendix 2. Offeror Information Sheet

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

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the ____ (Master Contractor)_____ has provided Maryland 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 resource that best fits the specified CATS+ Labor Category. 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 # R00B0600010

*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.*

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 4B									
LABOR CATEGORY TITLE – PROJECT MANAGER										
<p>Education:</p> <p>Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category</p>	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
<p>Generalized Experience:</p> <p>Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</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="802 957 1432 1176"> <thead> <tr> <th data-bbox="802 957 922 1020">FROM</th> <th data-bbox="922 957 1019 1020">TO</th> <th data-bbox="1019 957 1432 1020">Job Title and Company</th> </tr> </thead> <tbody> <tr> <td data-bbox="802 1020 922 1083"></td> <td data-bbox="922 1020 1019 1083"></td> <td data-bbox="1019 1020 1432 1083"></td> </tr> <tr> <td colspan="2" data-bbox="802 1083 1019 1176">Match to Form Appendix 4B:</td> <td data-bbox="1019 1083 1432 1176"><insert cross-reference(s) to the full description on Form 4B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 4B:		<insert cross-reference(s) to the full description on Form 4B>
FROM	TO	Job Title and Company								
Match to Form Appendix 4B:		<insert cross-reference(s) to the full description on Form 4B>								
<p>Specialized Experience:</p> <p>Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</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="802 1302 1432 1520"> <thead> <tr> <th data-bbox="802 1302 922 1365">FROM</th> <th data-bbox="922 1302 1019 1365">TO</th> <th data-bbox="1019 1302 1432 1365">Job Title and Company</th> </tr> </thead> <tbody> <tr> <td data-bbox="802 1365 922 1428"></td> <td data-bbox="922 1365 1019 1428"></td> <td data-bbox="1019 1365 1432 1428"></td> </tr> <tr> <td colspan="2" data-bbox="802 1428 1019 1520">Match to Form Appendix 4B</td> <td data-bbox="1019 1428 1432 1520"><insert cross-reference to the full description on Form 4B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 4B		<insert cross-reference to the full description on Form 4B>
FROM	TO	Job Title and Company								
Match to Form Appendix 4B		<insert cross-reference to the full description on Form 4B>								
<p>TORFP Additional Requirements</p> <p>None</p> <p>Provide dates in the format of MM/YY to MM/YY</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 # R00B0600010

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: (offerorCompanyName)

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: Project Manager	Project Manager
Requirement (See Section 3.10.3.B)	Candidate Relevant Experience *
<p>Education:</p> <p><i>Required:</i></p> <ul style="list-style-type: none"> ● Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>Preferred:</p> <ul style="list-style-type: none"> ● Master’s degree 	Education:
<p>Experience:</p> <p><i>Required:</i></p> <p>A. Current Project Management Institute (PMI) Certified Project Management Professional (PMP) and at least one current certification in the following:</p> <ul style="list-style-type: none"> ● PMI-Agile Certified Practitioner (PMI-ACP) ● Certified Scrum Master (CSM) ● Certified Product Owner (CSPO) ● Certified Developer (CSD) ● Professional Scrum Master (PSM) ● Professional Scrum Product Owner (PSPO) ● Professional Scrum Developer (PSD) ● Scaled Agile Framework (SAFe) ● Disciplined Agile Delivery (DaD) ● Large-Scale Scrum (LeSS) <p>B. At least eight (8) years of experience in project management.</p> <p>C. At least five (5) years of experience managing software maintenance or development projects</p> <p>a) Providing daily oversight, management and technical leadership</p>	Experience:

<p>b) Preparing and providing regular financial, resource and project schedule updates</p> <p>D. Must have acted as the Lead Project Manager on at least three (3) projects; with one project having a budget over \$5 million.</p> <p>E. Three years of experience managing Internet projects for government agencies in a multi-tier environment.</p> <p>F. Three years of experience using Microsoft Project, Microsoft SharePoint, Microsoft Office, and Adobe.</p> <p>G. Three years of experience with Application Lifecycle Management within Microsoft Team Foundation Server.</p> <p>H. Experience managing the full systems development lifecycle from project inception through project closure and into operations and maintenance.</p> <p>I. Three (3) years' experience using Unified Modeling Language (UML), and validating data models and prototypes.</p> <p>J. Five (5) years' experience interviewing staff, evaluating business processes, and writing technical specifications for engineers to build workflow procedures, reports, and user interfaces in English.</p> <p>K. Three (3) years combined experience managing projects using: VMware server services, Microsoft Active Directory, supporting IIS-7 and .NET platforms, Microsoft SQL , ODBC connections, and SQL Stored Procedures.</p> <p>L. Three (3) years combined experience supervising the configuration management of production web-based applications, as well as, maintaining test data, and UAT environments.</p> <p>N. Two (2) years' experience supporting and testing interface files to a z/OS or CICS mainframe application running a DB2 database.</p> <p>Preferred:</p>	
<p>Duties:</p> <p>The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends</p>	<p>Duties:</p>

<p>possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to date status reports. Demonstrates excellent writing and oral communication skills.</p>	
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Appendix 5. MARS and MDCS Reports

The following reports are run against the MARS application.

1. Annual Financial Report (AFR) Detail FCC
2. AFR Detail MK
3. AFR Detail SM
4. AFR FCC Agency View
5. AFR FCC MSDE View
6. AFR FundingAnalysis MK
7. AFR FundingAnalysis SM
8. AFR MK Agency View
9. AFR SM Agency View
10. AFR SM MSDE View
11. AFR SM Submission
12. Agency SN Reports
13. Agency Detail Report
14. Agency Domain Site PA Owner
15. Blue Book Agencies Meal Count Site Detail
16. Blue Book Agency Reimbursement Summary
17. Blue Book Agency Report
18. Blue Book CA
19. Blue Book FCC
20. Blue Book FFVP
21. Blue Book MK
22. Blue Book MMFA
23. Blue Book Reimbursement Summary - with links to supporting data
24. Blue Book Reimbursement Summary - without links to supporting data
25. Blue Book SFSP
26. Blue Book Site Report
27. Blue Book SM
28. Blue Book StateSummary by CFDA
29. Blue Book State Summary by Agency
30. CA Agency Summary
31. CEP Applications List
32. CEP Site Group
33. CEP Summary Yearly
34. CEP Summary Percentage
35. Detail Reimbursement of Lunch Participation
36. Domain Agency PAOwner
37. Domain Claim Prepare Detail CA
38. Domain Claim Prepare Detail FCC
39. Domain Claim Prepare Detail MK
40. Domain Claim Prepare Detail SFSP
41. Domain Claim Prepare Detail SM
42. Domain Claim Submission Error

Solicitation #: R00B0600010

43. Domain Claim Submitted Detail CA
44. Domain Claim Submitted Detail FCC
45. Domain Claim Submitted Detail MK
46. DomainClaim Submitted Detail SFSP
47. Domain Claim Submitted Detail SM
48. Domain Dashboard SFSP Gauge
49. Domain Summary Dashboard
50. FCC Agency Summary Report
51. FFVP Application Report
52. FFVP Claim Report
53. FFVP Dashboard
54. FFVP Monthly Claims Report
55. FFVP Projection Report
56. FFVP Final
57. FFVP Candidate Pool
58. FM CA ECRR
59. FM CA ECRR Revisions
60. FM CPR Report
61. FM FCC ECRR
62. FM FCC ECRR Revisions
63. FM Milk ECRR
64. FM School ECRR
65. FM School ECRR FFVP
66. FM School ECRR FFVP Revisions
67. FM School ECRR MMFA
68. FM School ECRR MMFA Revisions
69. FM School ECRR Revisions
70. FM SFSP ECRR
71. FM SFSP ECRR Revisions
72. FNS-10
73. FNS-44
74. FNS-418
75. FNS-742
76. Governor ADP Report CA SM
77. Governor ADP Report FCC
78. Governor ADP Report MK
79. Governor ADP Report SFSP
80. IRS Report
81. Master Agreement Policy Statement
82. MK Agency Summary
83. MMFA Application Report
84. MMFA ApplicationReportFinalization
85. MMFA Claim Report
86. MMFA DashBoard
87. MMFA GeographicReport
88. MMFA MonthlyClaims Report
89. MMFA Projection Report
90. MMFA Socioeconomic Report

91. MMFA Final
92. MMFA Pool
93. October 31 Report Draft
94. October 31 Report Final
95. PA Resource
96. PBR Certification History
97. Reimbursement CA
98. Reimbursement FCC
99. Reimbursement MK
100. Reimbursement SFSP
101. Reimbursement SM
102. Renew Status Summary Dashboard
103. Renewal Status Detail
104. Renewal Status Chart
105. Renew Status Summary Report
106. School Attendance Factor
107. School Domain Site Application Meal Participation Report
108. School Meal Site Delivery Method For Breakfast By Method
109. SFA Analysis Report
110. SFSP Agency Summary Report
111. SFSP CA Site Report
112. SFSP Contact
113. SFSP Site Report
114. SFSP Non-Congregate Meals ReportSite Catalog Report
115. Site Num Change tracking
116. SM Agency Summary Report
117. SN Reports By Agency

The following reports are run against the MDCS application.

1. FNW April Data Report
2. FNW October Data Report
3. FNW Matched Student List Report
4. FNW Non Matched Student List Report
5. FNW User Activity Report
6. FNW No Activity Report
7. FNW Site Change Count Report
8. FNW Site Reconciliation Report
9. Match Non-Match Address Report
10. USDA Report 834
11. Cumulative Student Record History
12. FNW Non Serviced Student Report
13. FNW Sponsor Summary Report
14. FNW User Listing Report
15. Invalid File Format Status Report
16. Sponsor Non Matched Student List Report

17. Medicaid Eligibility Change Report
18. Sponsor April Data Report
19. Sponsor October Data Report
20. Sponsor Matched Student List Report
21. Sponsor User Activity Report
22. Sponsor Summary Report
23. File Status Report
24. Fixed Length Flat File Export
25. Non Serviced Student Report Export
26. FNW Agency User Activity Report
27. FNW Agency User No Activity Report
28. FNW Granular Fail Details Report
29. Sponsor Granular Fail Details Report
30. FNW Direct Verification Daily Report
31. FNW Direct Verification Cumulative Report
32. FNW Direct Verification Change of Status Report