

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



DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

SOLICITATION NUMBER 060B3490021

**MARYLAND - TIME CLOCK MANAGEMENT SYSTEM
(MD-TCMS)**

ISSUE DATE: SEPTEMBER 15, 2017

DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT) KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Maryland - Time Clock Management System
Solicitation Number (TORFP#):	060B3490021
Functional Area:	Functional Area 2 - Web and Internet Systems
TORFP Issue Date:	September 15, 2017
TORFP Issuing Office:	Department of Information Technology (DoIT or the "Department")
Issuing Agency Location:	100 Community Place Crownsville, MD 21032
TO Procurement Officer: e-mail: Office Phone:	LaShella Miller 100 Community Place Room 2.309 Crownsville, MD 21032 lashella.miller@maryland.gov 410-697-9669
TO Manager: e-mail: Office Phone:	LaShella Miller 100 Community Place Room 2.309 Crownsville, MD 21032 lashella.miller@maryland.gov 410-697-9669
TO Proposals are to be sent to:	lashella.miller@maryland.gov
TO Pre-proposal Conference:	September 29, 2017 at 10:30AM Department of Information Technology 100 Community Place (1 st Floor Conference Room) Crownsville, Maryland 21032 See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	October 16, 2017 at 2:00PM Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Task Order Type:	Indefinite Quantity with Firm Fixed Prices with Fixed Price Purchase Orders and Work Orders
Task Order Duration:	An initial period of approximately twelve (12) months terminating on December 17, 2018, with renewal options of one (1) five (5)-year renewal term, plus an additional option period, of approximately four (4) years and four (4) months terminating on April 17, 2028.

Primary Place of Performance:	State locations and Contractor location
SBR Designation:	No
Questions Due Date and Time	October 2, 2017 at 2:00PM Local Time

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1 Minimum Qualifications

The Offeror shall demonstrate in its TO Technical Proposal (**Section 5**) that it possesses expertise in-house or has subcontracted with other firms for providing Cloud Software as a Service (SaaS) based time capturing solution integrated with Workday along with time clock devices deployment, system integration and support.

- 1.1.1 To be considered reasonably susceptible of being selected for award, an Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met.
 - A. The Offeror has demonstrated at least one (1) successful implementation during the last three (3) years, currently in use in production by an organization with at least 5,000 employees using the Solution and meeting the following requirements:
 - 1) The proposed Time Clock Management System (TCMS) is implemented and hosted in the cloud and has real-time integration using a Workday-delivered API (i.e., no batch integration); and
 - 2) The proposed TCMS includes integrated schedule management functions; and
 - 3) The Offeror shall have performed the full lifecycle of the implementation. A full lifecycle includes all of: requirements elicitation, design/configuration planning, implementation, and furnishing post-implementation services.

As proof of meeting the minimum qualifications, Offeror shall furnish verifiable references for each referenced implementation example.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Information Technology (“DoIT” or the “Department”) is issuing this CATS+ TORFP in order to obtain a time clock management system (TCMS) that includes Time Clock Devices (TCDs), schedule management and maintenance services, integration services, subscription services, and optional services (the “Solution”) to integrate primarily with the existing Statewide Personnel System (SPS) Workday timekeeping system.
- 2.1.2 Through the TO Agreement issued as a result of this TORFP, individual State executive branch agencies (each a “Recipient Agency”) can utilize the Solution furnished by the successful Offeror. Award of the Task Order does not authorize work or services to commence. Specific Purchase Orders will be issued on behalf of or by a Recipient Agency (if authorized by DoIT) to obtain the goods and services described in this TORFP. Each such Purchase Order will incorporate the scope of work appropriate for the Recipient Agency.
- 2.1.3 The following agencies are known to have a need for a TCMS, not by way of limitation:
 - A. Department of Public Safety and Correctional Services (DPSCS),
 - B. Maryland Department of Health (MDH);
 - C. Department of Juvenile Services (DJS);
 - D. Department of General Services (DGS); and
 - E. Department of Military (DMIL).
- 2.1.4 The State does not wish to procure a software application still under development. The software utilized in the Solution shall be operational (i.e., not under development) and generally available by the due date of the TO Proposal.
- 2.1.5 DoIT intends to award this Task Order to one (1) Master Contractor that proposes a Solution that can best satisfy the Task Order requirements.
- 2.1.6 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.
- 2.1.7 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

The State’s primary timekeeping system is SPS Workday delivered as a SaaS. Certain populations such as correctional officers, nurses, and military personnel within their individual agencies and respective facilities do not enter time into the SPS Workday system via the standard SPS Workday user interface. For such individuals, time is collected via manual means and subsequently the time is entered into the SPS Workday by timekeepers. This process results in a delay in processing payroll efficiently and without error for the aforementioned population.

Additionally, the State wants the ability to schedule agency personnel in a manner that helps the State to reduce overtime expenditure and provide a fair opportunity to all eligible employees to accept overtime schedules.

Some large State agencies, such as Maryland Department of Transportation (MDOT) and its transportation business units (TBUs) are not currently supported by SPS Workday. Such agencies may also require a TCMS.

2.2.1 Project Goals

The State's intent is to implement a standardized and automated TCMS in order to:

- A. Efficiently capture time and absence for Recipient Agency employees,
- B. Eliminate the manual process of timekeepers performing time entry,
- C. Schedule the workforce efficiently and thus reduce overtime, and
- D. Provide a fair opportunity to all eligible employees for overtime.

2.2.2 DPSCS

Correctional officers and certain other staff at the 26 DPSCS facilities at DPSCS use TimeClockPlus, an automated time entry system that is integrated with SPS Workday. TimeClockPlus biometrically identifies and validates users, records the in and out punches with the requisite worktags as required by SPS Workday, synchronizes leave hours, and automatically transfers time data to SPS Workday after requisite approvals. Offerors note the State has a current contract for DPSCS expiring March 08, 2018 which is expected to be the first implementation for the Solution under this TO Agreement.

Details of the DPSCS timeclocks need:

- A. 9,000 Correctional Officers
- B. 90 TCDs
- C. Advance Scheduling will be implemented
- D. Staff of 75 individuals (employees, trainers and supervisors) will be trained
- E. All the complex rules and worktags are required as part of the implementation as described in Appendix 3.

2.2.3 DJS

Correctional officers and certain other staff at DJS facilities use the Stromberg system to collect time. Time is manually keyed into SPS Workday by timekeepers using reports run from the Stromberg system.

2.2.4 MDH

Nurses and certain other staff at MDH facilities report their in and out times on paper based attendance logs which are then converted to paper timesheets. The paper timesheets are then manually entered into Workday SPS by timekeepers.

2.2.5 DGS

Maintenance staff uses paper timesheets to report in and out time which is manually keyed into SPS Workday by timekeepers. DGS police and building security personnel use the standard SPS Workday user interface where possible and in facilities or situations where access to the SPS Workday user interface is not possible, report their worked hours on paper timesheets which are then manually keyed into the SPS Workday by timekeepers.

Military and fire-fighting staff use paper timesheets to report in and out time which is manually keyed into SPS Workday by timekeepers.

DGS additionally has a need to track certifications and license expirations associated with an employee, in a manner that can be viewed by supervisors. Such certification and license expirations don't impact the time calculations, but are helpful for DGS when making shift-related decisions.

2.2.6 Other Agencies

All other agencies' staff use a combination of SPS Workday timesheet or paper timesheets. A large majority of employees use SPS Workday timesheets. All paper timesheets are manually keyed into SPS Workday by timekeepers.

2.2.7 Existing Software / Hardware

SPS Workday HR, Time Tracking and Absence Management; Stromberg timeclocks (DJS); TimeClockPlus (DPSCS)

The Offer shall take into consideration the following components that are critical to the successful implementation of the Solution:

- A. The Solution must integrate with SPS Workday using worktags to communicate special processing instructions in addition to the clock-in and clock-out.
- B. An additional important item is the usage of the SPS Workday day-breaker component to meet the State's "8 and 80" requirements specific to nurses and correctional officers.

2.2.8 State Staff and Roles

- A. SPS Project Manager – This resource will coordinate and manage all State and TO Contractor resources and activities, including assisting a Recipient Agency's personnel devoted to the TCMS implementation. This resource is expected to be available on as required basis but not to exceed 20 hours a week.
- B. SPS Workday Time Subject Matter Expert (SME) –will provide assistance and guidance that is specific to the current configuration of SPS Workday in the State. This resource is expected to be available on as required basis but not to exceed 10 hours a week.
- C. SPS Workday Integration Specialist –will be responsible for the provisioning of the SPS Workday APIs and any associated development within SPS Workday. This resource is expected to be available on as required basis but not to exceed 20 hours a week.
- D. Recipient Agency Manager – the individual responsible for working with the TO Contractor during implementation and services, and accepting TO Contractor performance.
- E. Recipient Agency SME –will provide agency-specific requirements. This resource is expected to be available full time during the implementation.
- F. Recipient Agency Testing Resource(s) –will perform testing of the TCMS implementation for the Recipient Agency on an as-needed basis.
- G. Recipient Agency Training Resource(s) –will perform TCMS training for the Recipient Agency on an as-needed basis.

2.2.9 Other State Responsibilities

- A. The State will provide normal office working facilities, network connectivity and required workstation hardware/software reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified in the Purchase Order.

- 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 as is specifically set forth in the Purchase Order.
- C. The State will provide the location list for TCD installation in each Purchase Order.
- D. The State will provide the network and electric connection for the TCDs at the predetermined locations.
- E. The State will provide one SPS Workday sandbox tenant for development and testing.
- F. The State will provide necessary workspace for any on-site development team.
- G. The State will provide Tier 1 help desk support for TCMS users.

2.3 Responsibilities and Tasks

2.3.1 High-Level Requirements

The TO Contractor shall furnish the following goods and services, as specified in Purchase Orders and, as necessary, Work Orders, in compliance with the requirements in Sections 2 and 3, and **Appendix 3** (For reference, **Appendix 3** includes approximate quantities associated with the individual agencies identified in **Section 2.2**):

- A. Biometric TCDs (approximately 210 clocks + additional units as needed);
- B. TCD installation;
- C. TCMS configuration and implementation;
- D. Cloud-based Software as a Service (SaaS) furnishing workforce schedule management and maintenance for approximately 15,100 Recipient Agency employees, plus storage and transfer of time and absence data to the State's SPS Workday timekeeping system;
- E. Any additional accessories necessary to allow existing State ID cards to utilize proximity scanning;
- F. In-person, role-based training and materials for 175 Recipient Agency staff members including the following topics: registration, scheduling, and approval processes for timekeepers and supervisors, administrator training, and end-user train-the-trainer training.
 - 1) Number and type of training sessions will vary by Recipient Agency.
 - 2) Training materials shall be tailored to reflect a Recipient Agency's configurations.
 - 3) End-user train-the-trainer materials shall be furnished to Recipient Agency Training Resource(s);
 - 4) *Offerors to discuss other training aids and web-based training offered, indicating which is part of the base offering.*
- G. Annual Maintenance support as described in **Section 2.3.6**, including TCD maintenance, technical support, and hosting services.
- H. TO Contractor shall provision a test environment including at least two test TCDs for the TO Agreement period of performance.

2.3.2 Implementation Requirements

- A. Implementation Requirements

- 1) TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of Purchase Order issuance (see **Section 3.17**). At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the TO Contractor's Solution.
 - 2) Prior to commencing Solution configuration, TO Contractor shall document the Recipient Agency's requirements sufficient for:
 - a) Recipient Agency to confirm its requirements and business rules prior to implementation, and also sufficient,
 - b) to verify the TCMS configuration has been correctly implemented.
 - 3) TO Contractor shall demonstrate and document its completed test results verifying the implementation.
 - 4) TO Contractor shall designate on-site individual(s) to coordinate, manage, perform, troubleshoot and triage project management, resources, requirements, testing and training issues.
 - 5) TO Contractor shall maintain an issues log identifying implementation issues, their status, and resolution.
 - 6) TO Contractor shall support the employee change management and employee registration, including on-site facility visits, as requested by the TO Contractor to support implementation.
 - 7) TO Contractor shall furnish at least two (2) days' advance notice of equipment installation to the Recipient Agency point of contact, as directed by the Recipient Agency Manager.
 - 8) TO Contractor shall install TCDs in the locations specified by the Recipient Agency.
 - 9) *Offeror shall describe its approach to performing testing and ensuring the Solution is current with SPS Workday.*
 - 10) *Offeror shall explain its approach for phasing in its product in situations where the Recipient Agency has an existing system in place.*
- B. Approval to Deploy to Production
- 1) TO Contractor shall only deploy to production upon written acceptance by the State that the TCMS release is ready for production deployment.
 - 2) Production deployment shall only be performed when the following are true, unless otherwise exempted by the State in writing:
 - a) Training documentation and all training sessions have been completed and delivered for Recipient Agency employees, trainers, and supervisors;
 - b) Operations manual shall be completed and delivered;
 - c) Any other documentation that shall be completed and delivered per Recipient Agency's specific requirements;
 - d) TCDs shall be fully installed; and
 - e) Registration shall be completed, appropriate to the TCD and Recipient Agency, to include fingerprinting where applicable.

- C. “Post-deployment settling in period” means a period not less than two(2) pay periods after a production go-live during which the TO Contractor shall:
 - 1) Provide hypercare-support for any deployment issues or training gaps, where hypercare-support means focused on-site support and quick turnaround for the deployment and training issues. *Offerors shall describe what they anticipate may be required to fully supply hyper-support after a production deployment.*
 - 2) Document, perform, test, and deploy configuration changes in response to implementation errors and any implementation requirements overlooked by the Recipient Agency;
 - 3) Provide on-site resources to coordinate, troubleshoot and resolve issues encountered in post deployment period; and
 - 4) Update documentation and any procedures.
- D. The “Post-deployment settling in period” shall be considered complete when the following conditions are true:
 - 1) Recipient Agency executes two (2) pay periods in SPS Workday using TCMS data without any issues;
 - 2) Recipient Agency accepts the final version of the training material representing the as-implemented TCMS;
 - 3) Recipient Agency accepts the final version of the operations manual documenting the as-implemented TCMS;
 - 4) All significant issues, as identified by the State, are resolved to the State’s satisfaction; and
 - 5) Written acceptance from the Recipient Agency Manager that the Post-deployment settling in period is complete.
- E. In the event a significant issue, as identified by the State, is identified prior to or during the “Post-deployment settling in period,” the Post-deployment settling in period shall re-start upon deployment of the fix to the issue, unless otherwise accepted in writing by the State.

2.3.3 TO Contractor-Supplied Hardware, Software, and Materials

- A. The TCMS SaaS cloud application shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- B. The TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
- C. The State requires that the Offeror separately price all goods and services.
- D. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses as needed throughout the life of the Task Order.
- E. As described in **Section 3.17 Purchase Orders**, all licenses and subscriptions shall be held by DoIT on Recipient Agencies’ behalf.
- F. The Offeror shall provide all documentation for the software furnished under this Task Order.
- G. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any hardware 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.

- H. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value.
- I. Material costs shall be passed through with no mark-up by the TO Contractor.

2.3.4 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. 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;
- A. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- B. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- C. 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
- D. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.5 Product Requirements

The TO Contractor shall meet the following product requirements, as specified in this section and **Appendix 3**:

- A. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See TORFP **Section 5.4.2.J**).
- B. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- C. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.J**. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- D. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Purchase Order documents.
- E. In addition to any notices of renewal sent to the Recipient Agency, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

2.3.6 Maintenance and Support

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

- A. Maintenance commences at the State's acceptance of first Recipient Agency's move into production.
- B. Subscription service billing shall commence per Recipient Agency after State acceptance of a production implementation as described in **Section 2.3.2**.
- C. The Offeror shall keep the State specific configuration current and updated with the Workday updates and releases.
- D. Support shall be provided for superseded releases and back releases still in use by the State.
- E. The following services shall be provided for the current version, commencing upon the first Recipient Agency's move to production:
 - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), TO Contractor shall provide reasonable efforts to correct or provide a working solution for the problem.
 - 2) Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3) Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the TO Contractor and made available to its other customers.
 - 4) All Upgrades and regulatory updates shall be provided at no additional cost to the State.
- F. Operations tasks
At a minimum, the TO Contractor shall furnish:
 - 1) Virus scans
 - 2) Activity reporting
 - 3) Database maintenance
 - 4) Periodic Recipient Agency configuration changes as requested via the TO Contractor's service request/ticketing procedures. These configuration changes shall be completed in accordance with the request's service priority designated by the Recipient Agency at the time the service request is placed.
- G. The TO Contractor shall keep the State specific configuration current and updated in accordance with SPS Workday updates and releases.
- H. Hardware maintenance and support
 - 1) The TO Contractor shall service the TCDs and any associated component parts necessary for TCD function.

- 2) The TO Contractor shall maintain sufficient in-stock replacement parts to support the State's requirements and service levels.
- 3) In the event of a malfunction or damage to the TCD or associated component parts:
 - a) The TO Contractor shall provide assistance to restore the TCD operation, including the synchronization of time data;
 - b) The Recipient Agency will report the issue via the TO Contractor's technical support service request/ticketing procedures.
 - c) The Recipient Agency will package faulty equipment and send to the TO Contractor, and will install any spare or replacement equipment as necessary to reinstate TCD functioning.
 - d) The TO Contractor shall provide repaired or replacement TCD or components within three (3) calendar days of notification by the Recipient Agency. The TO Contractor shall not wait to receive returned equipment before shipping the replacement items specified in the service request.
 - e) *Offerors to describe recommendations for the State to keep spare TCD equipment up-to-date with any patching or firmware.*
- 4) All TCD repairs and replacements of the unit as a whole or parts including priority shipping/handling both ways shall be furnished as part of the annual maintenance support at no additional cost to the State.

2.3.6.1 Technical Support

- A. "Technical Support" means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. The TO Contractor shall provide a toll free, twenty-four (24) hour accessible telephone number for use by the Recipient Agency to contact engineering and/or repair personnel to troubleshoot malfunctions and discuss other issues relating to the operation of the Solution. Technical Support shall be available during Normal State Business Hours.
- C. The TO Contractor shall furnish the option for the State to subscribe to 24 hours per day, 7 days per week, 365 days per year Technical Support.
- D. TO Contractor shall return calls for services within the duration of time as defined in **Section 2.6**.
- E. Upon becoming aware of software problems at other installations, and when such problems are relevant to the State's implementation, the TO Contractor shall furnish to the State information on software problems encountered at other locations and any solution to those problems.
- F. TO Contractor shall provide a means of recording technical issues and requests, and for reporting on the status of these issues and requests.

2.3.6.2 Backup

The TO Contractor shall:

- A. Perform backups of the State's data on a nightly basis, and backup data shall be retained for the duration of the TO Agreement.

- B. Perform backups for all application and configuration data as necessary to restore the application to full operability.

2.4 Deliverables

2.4.1 Deliverable Submission

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

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct

deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

- E. At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

2.4.4 Deliverable Descriptions/Acceptance Criteria

For each Purchase Order issued to the TO Contractor, the table below sets forth the minimum deliverables and acceptance criteria. In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.1	Project Schedule	Microsoft Project schedule for the Recipient Agency demonstrating tasks, task estimates, resource assignments, and dependencies for both Recipient Agency and TO Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: Purchase Order NTP+ 10 Business Days Updates: Weekly
2.4.4.2	Requirements / Configuration documentation	As described in Section 2.3.2 , document recording the Recipient Agency’s requirements for Solution implementation	In accordance with project schedule

2.4.4.3	Production Implementation of Recipient Agency Solution	As described in Section 2.3.2 , including: -test results indicating compliance with requirements/configuration documentation -issue log identifying implementation issues and their resolution -equipment installed and operational at the facilities identified in the Purchase Order -successful completion of Post-deployment settling in period per Section 2.3.2.C and D , -production use of Solution to record time by Recipient Agency employees.	In accordance with project schedule
2.4.4.4	Software Training and Manuals	<ul style="list-style-type: none"> • User's/Training material (in Microsoft Office or PDF format or Online access/tool) is concise and free of error. Tailored per Recipient Agency, per class, per role. • In-person training is presented at an appropriate level to achieve practical application and use of software. Training is conducted by role/ user type. 	In accordance with project schedule
2.4.4.5	Operations Manual	<ul style="list-style-type: none"> • Operations manual specific to the Recipient Agency's implementation (in Microsoft Office or PDF format or Online access/tool) suitable for users and Recipient Agency administrators 	In accordance with project schedule

2.5 Optional Features, Future Work

2.5.1 Add More Offerings During Period of Performance

The State may purchase standard add-on offerings made generally available to TO Contractor's other customers via Purchase Order as described in **Section 3.17**. Such offerings shall be pre-authorized by the TO Manager as described in **Section 3.16**.

2.5.2 Full Service Equipment Option

The TO Contractor shall furnish a full-service equipment option in which the Recipient Agency is not required to purchase TCDs and any necessary supplemental equipment. Under a full-service equipment option, TO Contractor may lease all necessary TCDs and any supplemental equipment to the Recipient Agency. Such full-service equipment option shall include the following requirements:

- A. TO Contractor shall furnish all TCDs and components necessary for Solution functioning, in accordance with the Purchase Order.

- B. TO Contractor shall refresh the TCDs and components to keep the equipment up-to-date with latest timeclock technology, including all equipment operated as spares. *Offerors to indicate the frequency of TCD and component refresh.*
- C. TO Contractor shall determine the appropriate spare inventory levels for a Recipient Agency, furnish and manage the State's spare inventory, including any spares stored on State premises, to meet a replacement service level of no longer than four (4) hours after notification, 24x7.
- D. TO Contractor shall maintain all updates and Upgrades to TCD equipment and components for all spare inventory, including any spares stored on State premises, to allow the State to immediately use the equipment when an equipment failure occurs.
- E. The TO Contractor shall identify as a line item any consumable items (e.g., batteries) the TO Contractor replaces for which the State is separately charged.

2.5.3 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)

2.6.1 Definitions

- A. A "Problem" is defined as any situation or issue reported via a help desk ticket that is related to the Solution operation that is not an enhancement request.
- B. "Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges incurred during the month of the breach for the fixed services as set forth in **Attachment B, TO Financial Proposal Form**. Where charges are invoiced on an annual basis, monthly charge shall be 1/12 of the annual invoice amount.

2.6.2 SLA Requirements

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.6.9**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the TO Contractor-supplied help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.6.9**). The Recipient Agency shall make the final determination regarding Problem severity.
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Recipient Agency personnel shall be notified when a Problem is resolved.

- F. Review any Problem with the Recipient Agency to establish the remediation plan and relevant target dates.

2.6.3 Service Level Agreement Service Credits

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements furnished as part of the TO Proposal, the TO Contractor shall be liable for service credits in the amount(s) provided for in the TO Agreement, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders, Purchase Orders, and/or Work Orders.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as compensation to the State for the TO Contractor's failure to timely complete work under this Task Order, including Purchase Orders and Work Orders.

2.6.4 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the completion of the Post-deployment settling in period (see **2.3.2.C and D**) and associated State acceptance of the Solution.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.6.5 Service Level Reporting

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be furnished or otherwise available.

- A. The Requesting Agency will monitor and review TO Contractor performance standards on a quarterly basis, based on TO Contractor-provided reports for this Task Order.
- B. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the Recipient Agency Manager, with a copy to the TO Manager.
- C. If any of the performance measurements are not met during the monthly reporting period, the Recipient Agency designee or the TO Manager will notify the TO Contractor of the standard that is not in compliance.

2.6.6 Credit for failure to meet SLA

The Offeror shall describe service credits and how they will be applied as part of the TO Technical Proposal.

TO Contractor's failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item.

2.6.7 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the TO Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each 'Emergency' or 'High' priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

2.6.8 Service Level Measurements Table (Solution performance)

As described in **Section 5.4.2.A.8.** and as part of the TO Technical Proposal, the Offeror shall describe service level measurements, how they will be measured and reported upon, and the service credit amount applied to each service level breach.

2.6.9 Problem Response Definitions and Times

The TO Contractor shall meet the Problem response time and resolution requirements.

The TO Contractor shall provide a monthly report to monitor and detail response times and resolution times.

A. Solution response time and resolution requirements.

All response and resolution times shall be measured within the technical support start and end times associated with the Solution’s technical support level purchased by the Recipient Agency.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes within the purchased technical support level	Within 2 hours of first report	Normal State Business Hours unless subscribed to Solution’s premium technical support	For Solution: Major portions of the system are inaccessible; Systems or users are unable to work, or to perform some portion of their job. For TCDs: TCD has stopped responding to the Network or stopped working and not responding.	For Solution: Users or internal Solution functionalities are impaired. For TCDs: Users are unable to use the TCD to punch in and punch out time.
High	Less than 30 minutes within the purchased technical support level	Within 4 hours after first report	Normal State Business Hours unless subscribed to Solution’s the premium technical support	For Solution: Major portions of the Solution are inaccessible; Systems or users are unable to work, or to perform some portion of their job. For TCDs: Specific TCD has stopped the data synch with Workday.	For Solution: Affects the majority of users to include public facing users. Affects high profile users (i.e. executive management) For TCDs: Time/Absence/ Employee data is not transmitting to Workday.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Normal	Within 2 hours within the purchased technical support level	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Normal State Business Hours unless subscribed to Solution's premium technical support	For Solution: Specific non-critical features are not operating as specified; Systems or users are unable to perform a small portion of their job, but are able to complete most tasks. For TCDs: Specific non-critical features are not operating as specified	For Solution: Affects a number of users. For TCDs: Affects a number of users
Low	Within 2 hours within the purchased technical support level	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Normal State Business Hours unless subscribed to Solution's premium technical support	For Solution: Lower priority features that can be done manually are not operating as specified; Often a request for service with ample lead time. For TCDs: Lower priority features that can be done manually are not operating as specified	For Solution: Affects a number of users. For TCDs: Affects a number of users

3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

There are no specific Task Order initiation requirements.

3.2 End of Task Order Transition

For each Recipient Agency, the TO Contractor shall:

- 3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - 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).
- 3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
- 3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- 3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
 - A. The TO Contractor shall provide a draft Transition-Out Plan 15 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 Recipient Agency and the TO Manager;
 - 3) Security and Solution access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Recipient Agency or a designee;
 - 5) Any final training/orientation of Recipient Agency staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out; and
 - 7) Knowledge transfer, to include:
 - a) A working knowledge of the current Solution environments as well as the general business practices of the Recipient Agency

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

3.2.5 Return and Maintenance of State Data

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

3.3 Invoicing

3.3.1 Definitions

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

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

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

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. As directed in a Purchase Order, the TO Contractor shall either send or e-mail the original of each invoice and signed authorization to invoice to the Recipient Agency, with an e-mailed copy 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 State reserves the right to reduce or withhold invoice payment in the event the TO Contractor does not provide the Recipient Agency with all required deliverables within the time frame specified in the Purchase Order or Work Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order, Purchase Order or Work Order.

- G. Any action on the part of the State, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

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

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

3.3.4 Deliverable Invoicing

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

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

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order, Purchase Order, or Work 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, Purchase Order, or Work 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, Purchase Order, or Work 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. TO Contractor shall be responsible for travel to all State facilities as necessary for execution of the Task Order requirements.

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 Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twelve (12) hours from notification in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least once annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send the TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the TO Manager and Recipient Agency designee to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.
- F. The TO Contractor shall furnish a DR site. The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- G. *The Offeror shall include the proposed DR equipment and service levels. The service levels shall include both the proposed recovery time and the recovery point.*

3.5.2 Data Export/Import

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

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
 - B. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the TO Agreement or the license.
 - C. 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.
 - D. 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.
 - E. 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.
 - F. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.
- 3.5.4 Provisions in **Sections 3.5.1 – 3.5.3** shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of **Sections 3.5.1-3.5.3** (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

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

performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.4 Cyber Security / Data Breach Insurance

If the TO Contractor can decrypt or otherwise access clear text biometric codes at any point during execution of the TO Agreement, the TO Contractor shall furnish Cyber Security / Data Breach Insurance.

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

3.7 Security Requirements

3.7.1 Employee Identification

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

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain, from all TO Contractor Personnel assigned to work on the Task Order on-site at a Recipient Agency, a signed statement permitting a criminal background check prior to commencement of on-site work. The State will obtain a criminal background check for any or all individuals using a source of its choosing. The State reserves the right to reject any individual based upon the results of the background check.
- B. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are current. All background checks shall be performed at the sole expense to the TO Contractor.
- C. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.

3.7.3 On-Site Security Requirement(s)

TO Contractor Personnel may have on-site security requirements, as documented in a Purchase Order, in accordance with CATS+ Master Contract **Section 2.4.4**.

3.7.4 Information Technology

The TO Contractor shall:

- 1) 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**);
- 2) 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
- 3) The TO Contractor, and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology; and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.

- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default "deny all" and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information

Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

- 14) Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 18) The following requirements and capabilities shall additionally apply:
 - a) Automatic disabling of accounts after 90 days of non-use;
 - b) Capability to deny login from mobile devices to the service;
 - c) The ability to implement two-factor authentication. (Note that the State uses SAML2);
 - d) Utilize digital certificates to validate the authenticity of the site prior user log-in;
 - e) Allow for configuration so that older browsers using insecure methods of communications are denied access to the site/service; and
 - f) The ability to limit or disable access to the service from the internet based on mission criteria (e.g., geo-location).
- 19) The website will have the capability to session lock for inactive users after a period of 15 minutes.

- 20) Allow the State to display a warning banner on user workstations prior to allowing users to enter the site that states:

“Access to this system is restricted to authorized users only and limited to approved business purposes. By using this system, you expressly consent to the monitoring of all activities. Any unauthorized access or use of this system is prohibited and could be subject to criminal and civil penalties. All records, reports, e-mail, software, and other data generated by or residing upon this system are the property of State of Maryland and may be used by the State of Maryland for any purpose.”

3.7.6 Access to Security Logs and Reports

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

3.7.7 Security Incident Response

- A. The TO Contractor shall notify the TO Manager and Recipient Agency designee in accordance with **Section 3.7.7A-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 TO Manager and Recipient Agency designee within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager and Recipient Agency’s chief information officer and Recipient Agency’s chief information security officer;
 - 2) notify the TO Manager and Recipient Agency designee within two (2) hours if there is a threat to TO Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the TO Manager and Recipient Agency designee 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 TO Manager and Recipient Agency) 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 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 and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.8 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.

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

3.7.10 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.

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

3.8 RESERVED

3.9 SOC 2 Type 2 Audit Report

If the TO Contractor can decrypt or otherwise access clear text biometric codes at any point during execution of the TO Agreement, a SOC 2 Type II audit report is required for this solicitation as described below.

- 3.9.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.
- 3.9.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling of Sensitive Data and/or the State's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the State, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date for the preceding calendar year.
 - B. The SOC 2 Audit shall report on TO Contractor's system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: << Processing Integrity, Security, Availability, Confidentiality, and/or Privacy ->>as defined in the aforementioned Guidance.
 - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
 - D. The scope of the SOC 2 Report shall include work performed by any relevant subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the State under the TO Agreement. The TO Contractor shall ensure that the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
 - E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the State.
 - F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.

- G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.
- H. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the State under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the State will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- I. If the TO Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the State shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The State will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

3.9.3 Provisions in Sections 3.9.1 – 3.9.2 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.9.1-3.9.2 (or the substance thereof) in all subcontracts.

3.10 Performance and Personnel

3.10.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

3.10.2 Offeror Experience

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

- A. The extent to which the Offeror demonstrates expert knowledge and experience performing implementations similar to the State's requirements described in Appendix 3.
- B. Extent to which the Offeror has prior experience implementing complex rules such as those associated with correctional officers and nurses.
- C. Offeror's historical time to deploy a Solution from Purchase Order to deployment for DPSCS as described in **Section 2.2.2**.

3.10.3 Number of Personnel to Propose

Offerors shall not propose any personnel as part of the TO Technical Proposal. Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the State. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.4 Key Personnel Identified

Any Key Personnel shall be identified by role in the Offeror's TO Technical Proposal.

3.10.5 Labor Categories

There are no Time and Materials components to the Task Order.

3.10.6 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

3.10.7 Work Hours

- A. **Business Hours Support:** TO Contractor shall assign TO Contractor Personnel assigned to Solution implementation to support Normal State Business Hours (see definition in **Appendix 1**) Monday through Friday except for State holidays.
- 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.

3.11 Substitution of Personnel

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

3.11.2 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.

3.11.3 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.

3.12 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.14 Work Orders

- J. Additional services may be provided via a Work Order process. Specific Work Orders may be issued on behalf of or by a Recipient Agency (if authorized by the Department) to obtain services described in this TORFP. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for fixed prices.
- A. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request, and
 - 4) Required place(s) where work must be performed

- B. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Attachment B**.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- C. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- D. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. **Written TO Procurement Officer approval is required before Work Order execution by the State.**
- E. Proposed personnel on any type of Work Order shall be subject to Recipient Agency approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- F. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.
- G. A Work Order may not in any way conflict with or supersede the Master Contract.

3.15 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.

3.15.1 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:

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

- N. 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.

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

3.15.3 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/CATSPPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.15.4 Source Code Escrow

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

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the TO Contractor and an escrow agent (“Escrow Agent”) within 10 business days of the date hereof pursuant to which TO Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the TO Agreement; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and TO Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. TO Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as TO Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of TO Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Task Order (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- O. In the event that the Escrow Agent either ceases providing escrow services to TO Contractor or TO Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, TO Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall

be substituted in all ways for the incumbent Escrow Agent with respect to **Section 3.15.4.A** above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.

- P. TO Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.
- Q. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 3.15.4.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; TO Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause TO Contractor to fail to meet its obligations in the foreseeable future; or TO Contractor's discontinuance of support or failure to support in accordance with this TO Contract any software system or if the TO Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the TO Contractor remains unresponsive, meaning that the TO Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.15.5 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.6 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.

3.15.7 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.

3.16 Procedure to Add and Purchase Additional Offerings

As described in **Section 2.5.1**, the TO Contractor may add additional offerings throughout the life of the TO Agreement. For each new offering, the TO Contractor must submit a description of the proposed offering and the associated pricing schedule to the TO Manager for consideration. Approved requests will be added to the TO Contractor Offerings Matrix.

When the offering to be added is from a third party, TO Contractor must demonstrate authorization to resell in accordance with 5.4.2.J. Once authorization has been confirmed by DoIT, the offering will be added to the TO Contractor's list of available offerings.

TO Contractor shall also include with the new proposed offering any licenses the State is expected to accept for use of the offering. Acceptance of the offering is conditioned on the State's agreement to any such terms of use.

3.17 Purchase Orders

3.17.1 Purchase Order Content

The Recipient Agency or DoIT (on the Recipient Agency's behalf) will submit a Purchase Order to the TO Contractor. As an example, each Purchase Order may contain the following information:

- A. Recipient Agency;
- B. Point of Contact;
- C. Description of the required goods and services;
- D. Delivery requirements;
- E. Invoicing instructions;
- F. Required date for delivery;
- G. Subscription period;
- H. Subscription start date, if applicable;
- I. Whether the data will contain Sensitive Data, and any associated requirements;
- J. Whether the purchase is to be pro-rated to co-terminate with other, existing services this TO Contractor is furnishing.

3.17.2 Delivery of Software and Services

Delivery of goods and services shall be initiated only upon issuance of a Purchase Order authorized by DoIT.

3.17.3 Software License and Subscription Ownership

The software licenses or subscriptions will be owned by DoIT. State agencies, authorized by DoIT, will have the right to use the software and will be responsible for payment for such use. However, the license or subscription agreement will be between DoIT and the manufacturer of the software. Recipient Agencies will issue purchase order releases of the blanket purchase order awarded through this Task Order. Purchase Orders will service as a notice-to-proceed from the Recipient Agency.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

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

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (**060B3490021** - Maryland - Time Clock Management System), 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 Offeror shall be prepared to furnish, as part of its oral presentation, a live demonstration of its Solution with a proposed TCD.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO

Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.

- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are 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 (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 shall be accompanied by a completed Certification Regarding Investments in Iran, **Attachment P** of this TORFP.

4.15 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of **Attachment K** with its TO Proposal.

4.16 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

4.17 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

4.18 Small Business Reserve (SBR) Procurement

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

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5 TO Proposal Format

5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.3 TO Proposal Packaging and Delivery

- 5.3.1 TO Proposals delivered by facsimile shall not be considered.
- 5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.
- 5.3.3 Offerors may submit TO Proposals by electronic means as described.
 - A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
 - B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.
- 5.3.4 E-mail submissions
 - A. All TO Proposal files submitted via email shall be password protected.
 - B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
 - C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to DoIT upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
 - D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 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.
 - F. The e-mail submission subject line shall state the TORFP 060B3490021 and either “Technical” or “Financial.”
- 5.3.5 Two Part Submission:
- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
 - B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in Adobe PDF format,
 - 2) the TO Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

5.4 Volume I - TO Technical Proposal

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

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Goods and Services
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in **Sections 2-3**. Include a description of the elements of hypercare-support the Offeror plans to provide after a production deployment.
 - 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3, including typical change management tasks, typical time to production deployment after NTP, and typical post deployment support furnished. The Project or Work Schedule may include tasks to be performed by the State or third parties. Include the proposed timeline for the DPSCS implementation described in **Section**

2.2.2, and the Offeror's planned approach for testing with SPS Workday and for migrating a Recipient Agency from an existing solution,

- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 6) Tools the Master Contractor owns and proposes for use to meet any requirements in **Sections 2-3**.
- 7) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, and any current facilities that it operates to satisfy the State's requirements as outlined in this TORFP.
- 8) The Offeror shall include an SLA in its TO Proposal as identified in **Section 2.6**. The Offeror shall describe how the targets are measured, any credits should the service level measures not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State. Include as part of the service level description, the Offeror's plan for refreshing TCDs if a full service equipment option is selected (**see Section 2.5.2**).
- 9) Details for each offering that comprise the Solution:

The Offeror shall provide the following information for each offering:

- a) Offering Name;
- b) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
- c) Manufacturer;
- d) Short description of capability;
- e) Version (and whether version is limited in any way);
- f) License type (e.g., user, CPU, node, transaction volume);
- g) Subscription term (e.g., annual);
- h) License restrictions, if any;
- i) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
- j) Continuity of operations and disaster recovery plans for providing service at the requested levels;
 - (1) *Offeror shall describe in its TO Technical Proposal its disaster recovery approach, including an explanation how the data will be recoverable*
 - (2) *The Offeror shall include the proposed DR equipment and service levels. The service levels shall include both the proposed recovery time and the recovery point.*

- k) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their TO Technical Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
- l) Any processing or storage of data outside of the continental U.S. (see Security Requirements for limitations);
- m) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also **Section 5.4.2.J** Additional Required Submissions;
- n) Compatibility with Single Sign-On systems (e.g., SecureAuth);
- o) APIs offered, and what type of content can be accessed and consumed;
- p) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades; and
- q) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State.
- r) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - i) procedures for and requirements for hiring staff (such as background checks);
 - ii) any non-disclosure agreement TO Contractor Personnel sign;
 - iii) whether the service is furnished out of the continental U.S. (see **Security Requirements 3.7**);
 - iv) Certifications such as FedRAMP;
 - v) Third party security auditing, including FISMA;
 - vi) Published Security Incident reporting policy; and
 - vii) Cybersecurity insurance, if any, maintained.
- s) Offerors shall clearly indicate which features are part of the base offering and which include additional charges.
- t) Completed **Appendix 3** Timeclock Requirements form containing Offeror's response to State requirements.

B. Proposer Information Sheet and Transmittal Letter

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

in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

Offeror shall propose no personnel in response to this TORFP. Offeror shall:

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources for performing the work on this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role;
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs; and
 - c) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 2) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization;
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
 - c) Services provided as they relate to the scope of work;
 - d) Start and end dates for each example engagement or contract;
 - e) Current Master Contractor team personnel who participated on the engagement; and
 - 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; and
- g) Indicate if any renewal options were not exercised.

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

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

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

J. Additional Submissions

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

- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification;
 - b) Authorizing entity POC mailing address;
 - c) Authorizing entity POC telephone number;
 - d) Authorizing entity POC email address; and
 - e) If available, a Re-seller Identifier.

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form
- 5.5.4 Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

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

6.1 Evaluation Committee

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

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

6.2 TO Technical Proposal Evaluation Criteria

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

6.2.1 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G and 3.10.2)

- A. Offeror's prior experience in successfully completing projects similar in scope to the TCMS, as verified by customer references; and
- B. Offeror's prior time-to-production (planning to deployment) timelines, as verified by customer references.

6.2.2 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2.A-J)

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.

- A. Overall degree of fit of the Offeror's proposed TCMS solution with the State's requirements as defined in this TORFP;
- B. Quality of TCMS Solution demonstration during oral presentation.
- C. Proposed implementation timeline for the DPSCS as described in **Section 2.2.2**.

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.4 TO Technical Proposal**. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the Task Order to the responsible Offeror whose TO Proposal is determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.5 Documents Required upon Notice of Recommendation for Task Order Award

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

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

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. By a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

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

For documents required as part of the proposal:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. 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
N	n/a	C	RESERVED
<<N >>	10 Business Days after recommended award	D	MBE Forms D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
<<N >>	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
<<N >>	With TO Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
<<N >>	5 Business Days after recommended award	E	VSBE Forms E-2, E-3
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
N	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
N	5 Business Days after recommended award	J	HIPAA Business Associate Agreement
Y	With TO Proposal	K	Mercury Affidavit
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
N	n/a	N	RESERVED
N	n/a	O	RESERVED
Y	With 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	With TO Proposal	3	TimeClock Requirements
Additional Submissions			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	5 days after recommended award	--	Fully executed Escrow Agreement; 1 copy
Y	With Deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlu/s/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number 060B3490021

Maryland - Time Clock Management System

A TO Pre-proposal conference will be held on **September 29, 2017 at 10:30AM to 12:30PM**
at **100 Community Place (1st Floor Conference Room); Crownsville, Maryland 21032.**

Please return this form by September 25, 2017, 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:

LaShella Miller
DoIT
E-mail: **Lashella.Miller@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

Directions to the TO Pre-Proposal Conference

Attachment B. TO Financial Proposal Instructions & Form

See separate Excel TO Financial Proposal Form labeled Attachment B - Time Clocks TO Financial Proposal Form.xls.

Attachment C. RESERVED

Attachment D. RESERVED

Attachment E. RESERVED

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

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any 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.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. 060B3490021

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:

Signature of Authorized Representative: _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Information Technology) (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Maryland - Time Clock Management System Solicitation # 060B3490021; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h) and Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential

- Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. The TO Contractor shall, at its own expense, return to the State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor:

By:
(seal)

Printed Name:

Title:

Date:

DoIT

By:

Printed Name:

Title:

Date:

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

K-1 Mercury Affidavit

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

- The product(s) offered do contain mercury.
- In an attachment to this Mercury Affidavit:
 - (1) Describe the product or product component that contains mercury.
 - (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

_____ By: _____

Date

Signature

Print Name:

Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. 060B3490021, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

___ have plans

___ have no plans

to perform any services required under the TO Agreement outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the <<typeofAgency>> may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task Order

CATS+ TORFP# 060B3490021 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT 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 Department of Information Technology, as identified in the CATS+ TORFP # 060B3490021.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # 060B3490021, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means LaShella Miller. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means LaShella Miller. 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 _____ of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated _____ 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 TO Contract shall be for an initial period of approximately twelve (12) months terminating on December 17, 2018, with the State having the unilateral right to exercise renewal options for one (1) five (5)-year renewal term, plus an additional option period, of approximately four (4) years and four (4) months terminating on April 17, 2028. The TO Contract base term shall begin upon execution of the contract by DoIT and will expire on December 17, 2018. If all options are exercised at the discretion of the State, the total TO Contract term will end on April 17, 2028.

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, DoIT

By: LaShella Miller, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

Attachment N. RESERVED

Attachment O. RESERVED

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. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. 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).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Department of Information Technology or (DoIT or the “Department”)
- H. Effective Date - The date of mutual TO Agreement execution by the parties
- I. 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.
- 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 TO Technical Proposal 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. 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.
- O. 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.
- P. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under a Task Order, project, Purchase Order 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, Purchase Order 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.

- Q. NTP Date – The date specified in a NTP for work on a Task Order, project, Purchase Order or Work Order to begin.
- R. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- S. 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.
- T. 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.
- U. Purchase Order (PO) - Once signed by the State, a binding, written agreement between the State and the TO Contractor for goods or services identified at the specified price. Authorizes the selected TO Contractor to proceed with delivery of goods and/or any services requested via such PO.
- V. Recipient Agency - Any State executive branch unit that has ordered services or is identified as the recipient of work under a Purchase Order or a Work Order.
- W. 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.
- X. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- Y. 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
- Z. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- AA. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- BB. 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.

- CC. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- DD. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure. ****Remove if there is no IT component****
- EE. State – The State of Maryland.
- FF. 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.
- GG. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- HH. 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
- II. Task Order (TO) – The scope of work described in this TORFP.
- JJ. Time Clock Device (TCD) – A time clock; is a mechanical (or electronic) timepiece used to assist in tracking the hours worked by an employee of a company
- KK. Time Clock Management System (TCMS) – the Solution sought under this TORFP to include Time Clock Devices, implementation, support, and maintenance.
- LL. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.

- MM. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- NN. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- OO. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- PP. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.
- QQ. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- RR. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- SS. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- TT. Work Order – A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

Appendix 2. – Offeror Information Sheet

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

Appendix 3. Time Clock Requirements

See the separate TimeClock Requirements Appendix in Excel.