

Consulting and Technical Services+ (CATS+) Task Order Request for Proposals (TORFP)

AGILE TEAM RESOURCES

CATS+ TORFP #F50B0600045



Department of Information Technology (DoIT)

Issue Date: July 2, 2020

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

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Solicitation Title:	Agile Team Resources
Solicitation Number (TORFP #):	F50B0600045
Functional Area:	Functional Area 10 – IT Management Consulting Services
Issue Date:	July 2, 2020
Pre-proposal Conference:	July 15, 2020 at 10:30 AM Local Time (This will be virtual) See Attachment A for instructions.
Questions Due Date and Time:	August 3, 2020 at 11:00 AM Local Time
Send Questions to (e-mail only)	dapheny.mccray1@maryland.gov
Closing Date and Time:	August 17, 2020 at 09:30 AM Local Time
TO Requesting Agency:	Department of Information Technology (DoIT)
Send TO Proposals to:	Dapheny.mccray1@maryland.gov
TO Procurement Officer:	Dapheny McCray
TO Manager:	Harshid Shah
email:	harshid.shah@maryland.gov
Office Phone:	410-697-9707
TO Type:	Time and Material
Period of Performance:	Three (3) year base period and two (2) one-year option periods
MBE Goal:	25% (refer to TORFP Section 1.12)
VSBE Goal:	0% (refer to TORFP Section 1.14)
Small Business Reserve (SBR):	No
Primary Place of Performance:	Will be identified in each Work Order

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1 ADMINISTRATIVE INFORMATION

1.1 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 060B2490023-2016, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- 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.
- C. 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.
- D. TO Contractor – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor will provide human resources as necessary to perform the services described in this TORFP and Work Orders issued thereunder.
- E. 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.
- F. 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.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, up to ten (10) Master Contractors will be selected to conduct the work defined in Section 3 - Scope of Work and subsequent Work Orders. A specific TO Agreement, Attachment M, will then be entered into between the State and the selected Master Contractors. The TO Agreement will bind each selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

TO Proposals, in the number and form set forth in Section 4 - TO Proposal Format And Submission Requirements, 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.

The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in

the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and TO Contractor Personnel may be required to make an oral presentation to State representatives in the form of oral presentations. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding if the TORFP is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of the oral presentations and interview.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. The Solicitation Number and Title should be identified in the subject line of the email. Questions received prior to the pre-proposal conference will be answered at the conference if possible and appropriate. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. The statements and interpretations contained in responses to any questions, whether responded to orally or in writing, are not binding on the Department unless the TORFP is expressly amended. Nothing in any response to any questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the entity asking the question.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment I of this TORFP. 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 I.

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.

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.

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.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 7 of the CATS+ Master Contract. TO Contractor's liability under Section 7.3 of the CATS+ Master Contract for this TORFP is limited to one (1) times the total for a Work Order Agreement amount unless otherwise specified.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP as determined by the TO Procurement Officer, 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. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ RFP.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

- A. A minimum overall MBE subcontractor participation goal of 25% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State will assess the potential for an MBE subcontractor participation goal for each Work Order issued and set a goal, if appropriate.
- B. Each Master Contractor that responds to this TORFP must complete, sign, and submit, without edits, **Attachment D - TORFP, Acknowledgment of Work Order MBE Requirements** at the time of TO Proposal submission in response to this TORFP. Failure of the Master Contractor to complete, sign, and submit **Attachment D - TORFP, Acknowledgment of Work Order MBE Requirements** at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.
- C. Master Contractors responding to a Work Order must complete, sign, without edits, and submit all required MBE documentation at the time of Work Order Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the Work Order.
- D. In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions

1.13 MBE PARTICIPATION REPORTS

The State will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor must submit the following reports by the 15th of each month to the State designated person at the same time the invoice copy is sent:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. The TO Contractor must ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-5) by the 15th of each month.
- C. Subcontractor reporting must be sent directly from the subcontractor to the State designated employee. The TO Contractor must e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.14 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

There is no VSBE goal assigned to this TORFP.

1.15 NON-DISCLOSURE AGREEMENT

1.15.1 Non-Disclosure Agreement (Offeror)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.15.2 Non-Disclosure Agreement (Contractor)

Certain system documentation may be required by the Work Order Manager in order to fulfill the requirements of the Work Order Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment I.

1.16 LIVING WAGE

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.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

after the award date for a Task Orders. The TO Contractor must 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 must update and resend the checklist to DoIT.

1.18 PROTEST/DISPUTES

Any protest or dispute related to this solicitation or the TO Agreement(s) awarded thereunder are subject to the provisions of Title 15 of the State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

1.19 NO-COST EXTENSIONS

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

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2 OFFEROR'S PERSONNEL EXPERIENCE LEVELS AND QUALIFICATIONS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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3 SCOPE OF OBJECTIVES

3.1 BACKGROUND/PURPOSE

The State of Maryland traditionally has employed a Waterfall method of developing IT systems, whereby all project work proceeds through a series of phases. DoIT is updating its policies and practices for Major IT Development Projects (MITDPs) by replacing Waterfall-based practices with lean-agile methods. The purpose of this TORFP is to provide a streamlined procurement process to support the need for agile delivery services. This TORFP intends to create a “pool” of qualified, agile resources who can be engaged, on an as needed basis, to support the State in planning and implementation of IT system development efforts, utilizing a TO Contractor pool comprised of highly qualified and capable firms that specialize in recruiting and retaining information technology personnel that work in State government agencies

The TORFP encompasses three categories of services:

- Category 1 – Program/Project Management
- Category 2 – Agile Consulting Services
- Category 3 – System Development and Implementation

DoIT intends to award this TORFP to up to ten (10) Master Contractors. After award of the TORFP, the State will conduct a secondary level of competition through a Work Order process to procure resources for specific projects. During this secondary level of competition, requirements and services will be requested using the Work Order process outlined in Section 3 (refer to TORFP Section 3.2 for examples of potential services). **At DoIT’s discretion, each written/formal Work Order request may be issued to one or all TO Contractors.** Work Orders may require more than one category of service.

Note: Receiving an award under this TORFP is not a guarantee that the State will award a subsequent Work Order Agreement to any of the awarded TO Contractors.

3.2 CATEGORIES OF SERVICES

3.2.1 – Category 1 - Program/Project Management

Examples of potential services include, but are not limited:

- A. Directing project work
- B. Defining project scope and schedule while focusing on regular and timely delivery of value
- C. Leading project status and working meetings
- D. Project reporting
- E. Developing project deliverables
- F. Managing risks and issues
- G. Delivery planning for assigned projects, including requirements development
- H. Assisting in team development
- I. Supporting Product Owners
- J. Implementing project governance
- K. Defining and managing project management processes
- L. Assisting with implementation of best practices for agile project management
- M. Applying business, financial management, and technical disciplines

3.2.1.1 Required resources may include:

- A. Project/Program Manager
- B. Business/Requirements Analyst Subject Matter Expert (SME)
- C. Program Administrative Support
- D. Technical Writer
- E. Project Coordinator
- F. Contract/Reporting Analyst
- G. Business Analyst
- H. User Acceptance Tester

3.2.2 Category 2 - Agile Consulting Services

Examples of potential services include, but are not limited to:

- A. Coaching agile teams
- B. Providing training and guidance to the State on how to use agile/scrum practices and values
- C. Facilitating discussion, decision making, and conflict resolution
- D. Identifying process issues and providing recommendations for improvement
- E. Providing guidance to the Release Train to help teams adapt to the environment
- F. Organizing and facilitating the planning meetings for Program Increments
- G. Assisting in tracking Release Trains
- H. Assisting with identifying and resolving impediments
- I. Facilitating process improvements at the Release Train level
- J. Developing strategic plans and roadmaps in which business goals and objectives are met

3.2.2.1 Required resources may include:

- A. Agile Coach
- B. Solutions/Release Train Engineer/Manager
- C. Scrum Master

3.2.3 Category 3 - Systems Development and Implementation

Examples of potential services include, but are not limited

- A. Preparing detailed technical data documentation that is necessary to support system development
- B. Providing information system software analysis
- C. Supporting application architecture design
- D. Preparing requirements definition
- E. Designing, developing, testing and modifying systems
- F. System installation and implementation
- G. Providing quality assurance and user acceptance testing
- H. Providing training

3.2.3.1 Required resources may include:

- A. Applications Developer
- B. System Administrator
- C. Systems/Application Architect
- D. Testing Specialist

3.2.4 Labor Categories

In addition to the roles listed above in Section 3 herein, the TO Contractor will be required to propose additional personnel following the CATS+ Labor Categories below in response to a Work Order.

1. Administrator, Systems
2. Analyst, Computer Software/Integration (Senior)
3. Analyst, Computer Systems (Junior)
4. Analyst, Computer Systems (Senior)
5. Analyst, Financial
6. Analyst, Financial (Senior)
7. Analyst, Systems (Senior)
8. Application Developer, Advanced Technology
9. Applications Development Expert
10. Applications Programmer
11. Architect, Application (Senior)
12. Architect, Internet/Web
13. Architect, Systems (Senior)
14. Architect, Systems Design
15. Computer Programmer (Junior)
16. Computer Programmer (Senior)
17. Computer Specialist
18. Computer Specialist (Senior)
19. Computer Systems Programmer
20. Computer Systems Programmer (Senior)
21. Database Management Specialist (Junior)
22. Database Manager
23. Documentation Specialist
24. Engineer, Information
25. Engineer, Information Security
26. Engineer, Network Security
27. Engineer, Software
28. Engineer, Systems
29. Engineer, Systems (Senior)
30. Engineer Systems Design
31. IT Professional (Senior)
32. Planner, Information Technology (Senior)
33. Program Administration Specialist
34. Program Manager
35. Project Control Specialist
36. Project Manager
37. Quality Assurance Consultant (Senior)
38. Quality Assurance Manager
39. Quality Assurance Specialist
40. Security, Computer Systems Specialist
41. Security, Data Specialist
42. Subject Matter Expert
43. System Security Specialist
44. Systems Security Specialist (Senior)
45. Testing Specialist
46. Training Specialist/Instructor
47. Technical Writer/Editor

3.3 EXPANSION WINDOW

When DoIT determines the need and appropriate time, DoIT may announce Expansion Windows during which CATS+ Master Contractors may propose to be added as new TO Contractors under the TORFP.

3.4 TERMINATION OF WORK ORDER

DoIT reserves the right to terminate any Work Order issued under the TO Agreement consistent with COMAR 21.07.01.11 and 21.07.01.12, and the CATS+ Master Contract. Examples of why the State may exercise its right to terminate a Work Order include, but are not limited to the following:

- A. Failure to retain qualified staff for the labor categories awarded under the TO Agreement
- B. Failure to consistently provide a response to Work Orders
- C. Failure to complete Work Order objectives

3.5 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any professional certifications required by a Work Order for the duration of the resulting Work Order Agreement.

3.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with and remain abreast of all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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:

3.7 PERFORMANCE AND PERSONNEL

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:30 AM to 5:00 PM), Monday through Friday, except for State holidays.
- B. The Work Order Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the Work Order Manager, are determined to be unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Work Order requirement.
- C. If deemed appropriate in the discretion of the Work Order Manager, the Work Order 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 under a Work Order. If the Work Order Manager rejects the remediation plan, the TO Contractor shall revise and resubmit the plan to the Work Order Manager within five (5) days of the rejection, or in the timeframe set forth by the Work Order Manager in writing. Once a remediation plan has been accepted in writing by the Work Order Manager, the TO Contractor shall immediately implement the remediation plan.
- D. Should performance issues persist despite the approved remediation plan, the Work Order 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.
- E. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for Work

Order 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 Work Order Manager in the event of a removal of less than fifteen (15) days of notice.

- F. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the Work Order Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- G. 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 Master Contract or which otherwise may be available at law or in equity.
- H. If a TO Contractor fails to provide a suitable personnel replacement, DOIT reserves the right to reach out to the next overall ranked (technical and financial combined) TO Contractor who responded to a Work Order and offer them the opportunity to submit candidates for consideration.
- I. If a TO Contractor repeatedly provides resources that are unqualified, non-productive or unable to fully perform the assigned job duties, or provides resources that do not last the term of a WO engagement, DOIT reserves the right to terminate the TO Agreement consistent with COMAR 21.07.01.11 and 21.07.01.12, and the CATS+ Master Contract.

3.7.1 SUBSTITUTION OF PERSONNEL

3.7.1.1 Prior TO and Within 30 Days After Work Order Execution

Prior to Work Order Agreement execution or within thirty (30) days after Work Order Agreement execution, the Offeror may substitute proposed 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.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.1.2 Substitution Post 30 Days After Work Order Execution

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

- A. The TO Contractor may not substitute personnel without the prior approval of the Work Order 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 that are comparable to the replaced personnel.
- C. Proposed substitute individual shall be approved by the Work Order Manager. The Work Order Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the Work Order 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 Work Order Manager, the Work Order may be cancelled; or If a TO Contractor fails to provide a suitable personnel replacement,

DoIT reserves the right to reach out to the next overall ranked (technical and financial combined) TO Contractor who responded to a Work Order and offer them the opportunity to submit personnel for consideration.

3.8 SECURITY REQUIREMENTS

3.8.1 Employee Identification

- a. TO Contractor Personnel must always display their company ID badge in a visible location while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- b. TO Contractor Personnel must cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- c. TO Contractor must 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 may be passed through to or reimbursed by the State or any of its agencies or units.

3.8.2 Security Clearance / Criminal Background Checks

- a. The TO Contractor must obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor must secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:
- b. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- b. TO Contractor is responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and 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.
- d. TO Contractor must complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor must provide a Criminal Background Check Affidavit prior to any work commencing on the Task Order.

3.8.3 On-Site Security Requirement(s)

- a. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- b. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.

- c. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel must always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- d. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the State of Maryland may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State of Maryland.
- e. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Sections 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.8.4 Information Technology

The TO Contractor must:

- a. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see Sections 3.8.4 & 3.8.5);
- b. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- c. The TO Contractor, and TO Contractor Personnel, must (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.

3.8.5 Data Protection and Controls

- A. TO Contractor must 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 must apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices must 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 must 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):
 - a. 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 must ensure the

appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.8.5**.

- b. 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 must 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.
- c. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
- d. 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.
- e. For all State data the TO Contractor manages or controls, data encryption must be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data must 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>

- f. 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.
- g. 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 has 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.
- h. Ensure system and network environments are separated by properly configured and updated firewalls.
- i. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- j. By default, "deny all" and only allow access by exception.
- k. 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.
- l. 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 must 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 has 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.

- m. 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.
- n. Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor must 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 must 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 may permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- o. Ensure TO Contractor's Personnel do 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 must 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.
- p. 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 must perform routine vulnerability scans and take corrective actions for any findings.
- q. 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 OET has the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.8.6 Security Incident Report

- A. The TO Contractor must notify the State in accordance with **Section 3.8.7** 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 State within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the State;
 - 2. notify the State 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 State within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice must 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 will do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 5. what corrective action the TO Contractor has taken or will take to prevent future similar unauthorized use or disclosure.
 6. The TO Contractor must provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor must 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 Agencies, and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.8.7 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor must, unless otherwise directed:
- a. 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;
 - b. Cooperate with the State to investigate and resolve the data breach;
 - c. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - d. 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.

- 3.8.8 Additional security requirements may be established in a Task Order and/or a Work Order.
- 3.8.9 The State, at its discretion, has right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.
- 3.8.10 Provisions in Sections 3.8.1 – 3.8.9 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor must flow down the provisions of Sections 3.8.4-3.8.9 (or the substance thereof) in all subcontracts.

3.9 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY, SOFTWARE AND EQUIPMENT

Work Orders will indicate if either the State and/or the TO Contractor will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of the Work Order.

3.10 WORK ORDER PROCESS

Specific areas of required expertise will be further defined in a Work Order. The TO Contractor is responsible for ensuring appropriate TO Contractor Personnel are assigned to perform the work as specified in a Work Order and shall certify that all candidates meet the required qualifications. TO Contractors shall only propose staff available at the time of the Work Order response. The Work Order response shall clearly identify applicable experiences related to the requirements of the Work Order.

- A. Time and Material Work Orders will be issued in accordance with pre-approved CATS+ labor categories with the fully loaded rates proposed in Attachment B.
- B. The Work Order will include, at minimum, the following:
 - 1. Requirements and description of the service or resources needed
 - 2. Performance objectives, as applicable
 - 3. Due date and time for submitting a response to the request
 - 4. Required place(s) where work must be performed
 - 5. Security requirements
 - 6. Invoicing requirements
 - 7. Required office space, hardware, software, connectivity
- C. The TO Contractor shall e-mail a response to the Procurement Officer within the time specified in the Work Order and include at a minimum:
 - 1. A response that details the TO Contractor's understanding of the work
 - 2. A description of the proposed personnel resources with the required qualifications and skill sets to perform the requested tasks, identifying the corresponding CATS+ labor category
 - 3. Resume
 - 4. An explanation of how tasks shall be completed, including proposed subcontractors and related tasks
 - 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel

- D. The Procurement Officer will review the response and will confirm that the proposed labor rates are consistent with this TORFP.
- E. The Procurement Officer may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order response. Written approval by the TO Procurement Officer is required before the Work Order Agreement may be executed by the State.
- F. The personnel proposed under any Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, Section 2.10.
(<http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf>). And subsequent Amendment #4 & Amendment – Section 2.10 update-see: http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016_Section2.10_Amendment.pdf.
- G. Proposed personnel on any type of Work Order are subject to approval by the TO Manager. The TO Contractor must furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager has the option to interview the proposed personnel and, in the event of an interview or not, will notify the TO Contractor of acceptance or denial of the personnel.
- H. The criteria for making a Work Order award determination will be detailed in the Work Order.
- I. Commencement of work under a Work Order shall be initiated only upon issuance of a fully executed Work Order Agreement and NTP authorized by the State.

3.11 INVOICING

3.11.1 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.

3.11.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. Invoices shall be submitted monthly. The TO Contractor shall e-mail each invoice and signed authorization to invoice to the Work Order Manager at the e-mail address indicated in the WORK ORDER.
- 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. The State reserves the right to reduce or withhold Work Order payment in the event the TO Contractor does not provide the State with all required deliverables within the time frame specified in the Work Order or otherwise breaches the terms and conditions of the Task Order or Work Order until such time as the TO Contractor brings itself into full compliance with the Task Order and Work Order.
- F. 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.
- G. 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.
- H. 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.

3.12 INSURANCE

Master Contractors shall confirm that, as of the date of its TO Proposal in response to the TORFP, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (refer to CATS+ RFP Section 2.7 at <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

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. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in the CATS+ RFP Section 2.7 within five (5) Business Days from notice of recommended award. During the period of performance for multi-year Task Order Agreements, the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.12.1 Cyber Security / Data Breach Insurance

Throughout the Term and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 (five) million per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage must be sufficiently broad to

respond to the Contractor's duties and obligations under the Contract and include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy must provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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4 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 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: i) a TO Proposal; or ii) a completed Master Contractor Feedback Form. 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.

4.2 TWO PART SUBMISSION

4.2.1 Offerors shall submit TO Proposals in separate volumes:

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

4.3 TO PROPOSAL PACKAGING AND DELIVERY

4.3.1 TO Proposals delivered by facsimile shall not be considered.

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

4.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer at the 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.

4.3.4 E-mail submissions

- A. All TO Proposal files submitted via e-mail shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO Technical Proposal must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to 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 #F50B0600045 and either “Technical” or “Financial.”

4.3.5 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, and
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.4.1.F**).
- B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in excel format,
 - 2) the TO Financial Proposal in searchable Adobe PDF format, and
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.4.1.F**).

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO Technical Proposal

Important: A TO Technical Proposal shall include NO pricing information.

A. Proposed Services

Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP Scope of Objectives (Section 3).

B. Proposed Personnel and TORFP Staffing

Offeror shall:

1. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to those requested in this TORFP, and how the TO Contractor Personnel shall be managed. The Plan shall include, at a minimum:
 - a) The process and proposed lead time for locating and bringing on board resources that meet Work Order requirements.
 - b) The approach for quickly substituting qualified personnel after start of a Work Order.
 - c) Biographical data and an organization chart detailing the names and titles of the Offeror’s management staff who will supervise the personnel and a description of the services rendered under this TO Agreement.
 - d) The Offeror’s strategy to maintain and assure the ongoing quality of the services provided by the Offeror’s staff on active contracts.
2. Provide a statement that details the Offeror’s capabilities of providing the required services in the TORFP Scope of Work. At minimum, this statement shall include the following:

- a) The Offeror's strengths and abilities in recruiting and filling information technology roles with high quality candidates that meet and exceed the State's requirements;
 - b) The Offeror's technical experience in providing agile consulting services, as required in the TORFP Scope of Work; and
 - c) The Offeror's typical turnover rate and strategy to retain staff and maintain low turnover rates.
3. Provide a Communication Plan that describes how the Offeror will assure that the State remains fully aware of the ongoing status of all active recruitments.

C. Subcontractors

Identify all proposed subcontractors, and their roles in the performance of Section 3 - Scope of Objectives.

D. Master Contractor and Subcontractor Experience and Capabilities

Provide the experience and qualifications that the Master Contractor or subcontractors have for providing professional agile based services relative to the scope of work required under this TORFP.

1. Provide up to three examples of engagements or contracts the Master Contractor has completed that included the type of services listed in Section 3. Up to one example may be used from a subcontractor if Master Contractor is teaming with a subcontractor. For each identified engagement or contract, 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 Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) 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 1 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 why the contract was terminated.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 4.4.1 (D)(1) herein as engagement or contract experience. State of Maryland experience is neither required nor given more

weight in proposal evaluations.

E. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

F. 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.

G. Summary of Attachments

No attachment forms shall be altered. Signatures shall be clearly visible. The following signed attachments shall be included with the TO Technical Proposal e-mail, with password protection and PDF format:

1. Attachment D – Acknowledgement of Work Order MBE Requirements
2. Attachment F – Living Wage Affidavit of Agreement
3. Attachment H – Conflict of Interest Affidavit and Disclosure

4.4.2 TO Financial Proposal

- A. 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 Price Sheet).
- B. The TO Financial Proposal shall contain all price information in the format specified in Attachment B – Financial Proposal, with all proposed labor categories including all rates fully loaded (i.e., all-inclusive). The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- C. To be responsive to this TORFP, the Financial Proposal (Attachment B) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the CATS + Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D. **Note:** Failure to specify a CATS+ Labor Category in the completed Price Sheet for each proposed resource may make the TO Proposal not-reasonably susceptible for award.
- E. Prices shall be valid for 180 days.

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5 TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractors 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 DoIT will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A. Evidence that the Offeror has sufficient technical experience in providing the required agile consulting services in the TORFP Scope of Work.
- B. The strength of the Offeror's Staffing Management Plan and the ability for the Master Contractor to meet future Work Order needs.
- C. The Offeror's Statement of Capability evidencing that the Offeror possesses the ability to recruit and retain highly qualified, agile resources who can be engaged to support State agencies in planning and implementation of IT system development efforts..
- D. The strength of the Offeror's Communication Plan.
- E. References.

5.3 SELECTION PROCEDURES

- A. In the event that more than 20 proposals are received, the TO Procurement Officer may elect to exercise the following down-select process:
 1. An initial evaluation for all submitted proposals and documentation will be completed. Based on this evaluation, the Technical Proposals will be ranked highest to lowest for technical merit based on RFP Section 5.2.A and B.
 2. Offerors who submitted the top 20 technically ranked proposals will be notified of selection for oral presentations.
 3. All other Offerors will be notified of non-selection for this TORFP.
- B. A subsequent technical ranking will be performed for all proposals based on the oral presentation and references. The proposals will be ranked from highest to lowest.
- C. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible of being selected for award and the TO Procurement Officer will notify the Master Contractor it has not been selected for award.
- D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E. The Procurement Officer shall make a determination recommending award of TO Agreements to the ten (10) responsible Offerors who have the TO Proposals determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, technical merit has greater weight than financial.
- F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardees.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- A. Issuance of a fully executed TO Agreement
- B. Non-Disclosure Agreement (TO Contractor)
- C. Purchase Order
- D. Issuance of a Notice to Proceed authorized by the TO Procurement Officer
- E. Proof of insurance (see Section 3.12)

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6 TORFP ATTACHMENTS AND APPENDICES

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 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns.

For documents required as part of the proposal:

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

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

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
With Proposal	D-TORFP	Acknowledgement of Work Order MBE Requirements
With Work Order Proposal	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
N/A	E	Acknowledgement of Work Order VSBE Requirements
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A
N/A	E	VSBE Forms E-1B, E-2, E-3
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N/A	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-

When to Submit	Label	Attachment Name
		content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N/A	J	HIPAA Business Associate Agreement
N/A	K	Mercury Affidavit
With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)
N/A	N	DHS Hiring Agreement
When to Submit	Label	Appendix Name
N/A	1	Abbreviations and Definitions (included in this TORFP)
With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
N/A	3	Non-Disclosure Agreement (Offeror)
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.12)

Attachment A. Pre-Proposal Conference Form

Solicitation Number F50B0600045

This form is required for invitation

A TO Pre-proposal conference will be held on **July 15, 2020**, you will receive an invitation after submission of this form.

Please return this form by **Thursday, July 9, 2020**, advising whether or not you plan to attend. The completed form should be returned via e-mail to Dapheny.mccry1@maryland.gov (the TO Procurement Officer) at the contact information below:

Please indicate:

_____ Yes, the following representatives will be in attendance. Please include email addresses.

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 § 1.7“TO Pre-proposal conference”):

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment B. Financial Proposal

See separate Excel TO Financial Proposal Form labeled CATS+ TORFP – Ft0B0600045 – Agile Team Resources.xls

Attachment C. Bid/Proposal Affidavit

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

Attachment D-TORFP – Acknowledgement of Work Order MBE Requirements

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. **If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to Solicitation No. F50B0600045, I affirm the following:

- A. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain MBE participation requirements.
- B. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains MBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
- C. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the MBE goal established for the Work Order. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name:	
Signature of Authorized Representative:	
Printed Name and Title:	
Address:	
City, State and Zip Code:	

Attachment D. Minority Business Enterprise (MBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 25 percent, there are no subgoals.

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

There is no VSBE assigned to this TORFP.

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

This solicitation does not require a Living Wage Affidavit of Agreement.

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

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any

successor index, for the previous calendar year, no later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts

Attachment G. Federal Funds Attachments

Does not apply to this TORFP.

Attachment H. Conflict of Interest Affidavit and Disclosure

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

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 Delivery Project Management Office Services, Solicitation #F50B0600045 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 confidentiality restrictions at least as restrictive as those set forth in this Agreement. TO Contractor shall provide copies of such agreements to the State. The names of such 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 any Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall cooperate, at its own expense, with the State in seeking injunctive or other equitable relief against any such person(s).

6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or 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. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor:

DoIT

By:
(seal)

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Attachment J. HIPAA Business Associate Agreement

Does not apply to this TORFP.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Task Order

CATS+ TORFP #F50B0600045 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ (“Effective Date”) by and between _____ (TO Contractor) whose principal business address is _____ and the STATE OF MARYLAND, acting by and through [issuingAgencyName] (“Agency”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “CATS+ TORFP” means the Task Order Request for Proposals F50B0600045 dated MONTH DAY, YEAR, including any addenda and amendments.
 - b. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - c. “TO Procurement Officer” means the individual identified as such in the CATS+ TORFP. The Department may change the TO Procurement Officer at any time by written notice.
 - d. “TO Agreement” means this signed TO Agreement between.
 - e. “TO Manager” means the individual identified as such in the CATS+ TORFP. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - f. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - g. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - h. “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 pursuant to Work Orders issued to it under the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- The TO Agreement,
- Exhibit A – CATS+ TORFP
- Exhibit B – TO Technical Proposal
- Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the third anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two one-year periods for a total TO Agreement period of five years.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be based on the individual Work Orders awarded. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of Work Order 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 in Section 3 of the CATS+ TORFP, and pursuant to the conditions outlined in this Section 4.

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's 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.

4.5 Liquidated Damages for MBE

1. The TO Agreement requires the Master Contractor to comply in good faith with the MBE Program and TO Agreement provisions. The State and the TO Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the TO Contractor does not comply in good faith with the requirements of the MBE Program and MBE TO Agreement provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
2. Therefore, upon issuance of a written determination by the State that the TO Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE TO Agreement provisions, the TO Contractor shall pay liquidated damages to the State at the rates set forth below. The TO Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The TO Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
 - (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$26.00 per day until the monthly report is submitted as required.

- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$88.00 per MBE subcontractor.
 - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
 - (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$99.00 per day until the undisputed amount due to the MBE subcontractor is paid.
3. Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law.

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: [procurementOfficerName], TO Procurement Officer Date

Witness: _____

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

Assistant Attorney General

Attachment N. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1. Abbreviations and Definitions

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

Application Program Interface (API) - Code that allows two software programs to communicate with each other

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. Department of Information Technology or (DoIT) or the “Department”)
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- I. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- J. 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.
- K. 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.
- L. 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.
- M. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- N. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- O. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- P. 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.
- Q. 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.
- R. 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.
- S. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data

- T. 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
- U. 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, modified versions, or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- V. State – The State of Maryland.
- W. Task Order (TO) – The scope of work described in this TORFP.
- X. 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**.
- Y. 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.
- Z. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- AA. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- BB. 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, and used in the financial evaluation of Proposals.
- CC. 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.
- DD. 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 eMMA ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. Non-Disclosure Agreement (Offeror)

Does not apply to this TORFP.