

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



**DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)
SOLICITATION NUMBER F50B9400035**

ONE STOP AUTOMATION AGILE SERVICES

**ISSUE DATE:
OCTOBER 1, 2019**

DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT) KEY INFORMATION SUMMARY SHEET

Solicitation Title:	One Stop Automation Agile Services
Solicitation Number (TORFP#):	F50B9400035
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	October 1, 2019
TORFP Issuing Office:	Department of Information Technology (“DoIT” or the "Department")
Department Location:	Department of Information Technology, 100 Community Place, Crownsville, MD 21032
TO Procurement Officer: e-mail: Office Phone:	Lezena Morris lezena.morris@maryland.gov 410-767-3071
TO Manager: e-mail: Office Phone:	Lance Schine 100 Community Place, Suite 2.100, Crownsville MD 21032 lance.schine@maryland.gov 410-697-9402
TO Proposals are to be sent to:	lezena.morris@maryland.gov
TO Pre-proposal Conference:	Date: 10/10/2019 Local Time 10:00 am Place: Department of Information Technology (DoIT) Address: 100 Community Place, Suite 2.100, Crownsville MD 21032 See Section 4.1 and Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	Date: 10/22/2019 Local Time 2:00 pm EST Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Task Order Type:	Time and materials with the option of Fixed Price Work Orders
Task Order Duration:	Three (3) year base period with two (2) one-year option periods, commencing from the Effective Date
Primary Place of Performance:	Various locations, primarily at State facilities, including: Department of Information Technology, 100 Community Place, Crownsville, MD 21032
SBR Designation:	No

Federal Funding:	No
Questions Due Date and Time	Date: 10/15/2019 12:00 PM Local Time

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1 Minimum Qualifications

There are no minimum qualifications for this TORFP.

Refer to TORFP Section 3.10.2 Offeror Experience/Qualifications, 3.10.3 Offeror Preferred Experience/Qualifications and TORFP Section 3.10.4 TO Contractor Key Personnel Experience/Qualifications.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Information Technology (DoIT or the "Department") is issuing this CATS+ TORFP in order to procure information technology (IT) consulting and technical services to assist the State in transforming many of the State's paper-based licenses, permits, and other forms into modern online processing, which may require re-platforming legacy applications and databases onto on premise or cloud-based solutions. This TORFP is designed to provide DoIT the ability to obtain agile teams and agile development resources to deliver form and workflow transformation, including, but not limited to analyzing and implementing infrastructure/platforms, applications, data repositories, reports and dashboards. If applicable, resources may also perform post-deployment system administration.
- 2.1.2 DoIT intends to award this Task Order to up to two (2) Master Contractors that propose an immediately available agile team and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.3 DoIT anticipates issuing a Work Order immediately upon Task Order award for the implementation of a Customer Relationship Management (CRM) tool that would assist the Maryland Department of Health (MDH) efficiently manage Medicaid recovery cases and associated payments and improve business processes (refer to Appendix 5 for an overview of the scope for the CRM tool); additional, specific information regarding the tool will be provided following Task Order Agreement award). The initial Work Order and any subsequent Work Orders will follow the Work Order Process in **Section 3.14**. At DoIT's discretion, each written/formal Work Order request will be issued to one or both TO Contractors.
- 2.1.4 While the initial scope for the TO Contractor is associated with a single team, in the course of fulfilling the mission described in **Section 2.2 Background and Purpose**, DoIT may issue Work Orders for multiple teams, to streamline and improve forms and workflows for multiple State agencies.
- 2.1.5 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Master Contractor (s) awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.6 Task Order award does not assure a TO Contractor that it will receive all State business for work associated with forms modernization activities.

2.2 Background and Purpose

State agencies are required to deliver improvements and value for the State. Consequently, DoIT established an Application Modernization Office (AMO) that focuses on transforming many of the State's paper-based licenses, permits, and other public-facing and internal forms to more effectively and efficiently support the residents of the State. The AMO is supported by program management staff internally.

The State currently has thousands of forms for permits, licenses, and other various forms and processes requiring data collection, approval, and tracking. Many of these forms are submitted and processed

manually, are scattered throughout many State agency websites which makes it challenging for the public to locate them, and are often only available for download instead of online submission.

The AMO focuses on the following efforts:

- 2.2.1 The ongoing development of Maryland’s ONE Portal, a central one-stop online licensing portal (found at <https://onestop.md.gov/>).

The AMO collects data from over 35 State agencies on their licenses and permits and any other forms the public must complete. The AMO directs the development of the ONE Portal to present information and forms to the public in a clear, concise, and easy-to-find format.

- 2.2.2 The conversion of paper-based processes to online forms.

The AMO is responsible for identifying commonly-used State forms that still use paper-based processes and converting them to online fillable forms with online workflow processing. Forms that have undergone automation are available online via the ONE Portal and are delivered to the respective agency responsible for managing the form’s processing (“receiving agency”).

- 2.2.3 The modernization and re-platforming of legacy State applications.

Many State applications currently used to manage the aforementioned licenses, permits, and other forms run on outdated legacy systems. The AMO is responsible for identifying key applications that are outdated, are substantially inefficient, or present high security risks. At the State’s discretion, the AMO may: run a legacy modernization initiative with the TO Contractor’s aid; may assign the TO Contractor to perform legacy modernization directly with the receiving agency and at the receiving agency’s direction; or may recommend a third-party provider to perform the modernization.

- 2.2.4 Where the additional functionality adds sufficient value to the State, the conversion and potential migration to ONE Portal of existing partial or wholly electronic forms processing to modern processes, and internal forms and workflow processing.

2.2.5 Other State Responsibilities

- A. A Work Order will indicate if the State or the TO Contractor will provide necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of the Work Order. All resources must bring their own laptops and must meet State’s security policy before connecting to the State’s network.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth in a Work Order.

2.2.6 Technologies

In addition to reviewing and possibly updating legacy applications at key integration points, the State is maintaining and further developing the ONE Portal using a combination of Salesforce and open source technologies. The State may identify additional or alternate primary technologies during the Task Order period of performance.

As more fully described in **Section 3.10**, it is critical for Offerors to have prior experience with agile Salesforce implementations and administration, with preference given to those Offerors where the agile team members have previously worked together.

2.2.7 Other Agile Development Resources

The State wants to partner with the TO Contractor(s) to ensure all forms and workflow modernization initiatives are fully staffed by the right resources to achieve the delivery speed needed. This may mean that for a particular initiative, team, or Program Increment, the State may supplement the TO Contractor's personnel with State staff or resources from a separate contract vehicle. The TO Contractor(s) will be expected to collaborate with such augmented teams and resources to deliver results for the State.

In addition, the State also possesses an ongoing contract with an incumbent TO Contractor responsible for managing certain core aspects of the ONE portal, and certain license modernization projects. At this time, the State expects to continue the relationship with the incumbent, and TO Contractor(s) awarded a TO under this TORFP shall be expected to work cooperatively in all aspects with the incumbent.

2.3 Responsibilities and Tasks

2.3.1 Methodology

The State has adopted an enterprise agile development and implementation methodology, where agile teams deliver business value early and often in the form of working functionality. Since the ONE Portal involves multiple State agencies, the AMO may deploy the TO Contractor(s) to other State agencies besides DoIT. The State expects close collaboration with functional stakeholders, breakdown and prioritization of work, frequent delivery of high-quality, demonstrable solution increments, and a focus on Lean-Agile principles (e.g., the Scaled Agile Framework or "SAFe®").

- A. The TO Contractor shall furnish the services under this Task Order following a mature agile methodology.
- B. When deployed to other agencies, the TO Contractor(s) shall align its methodology to the individual agency's needs. Additionally, recipient agencies may require coaching for agile concepts.

2.3.2 General Responsibilities

As directed by the TO Manager and described in each Work Order, the TO Contractor(s) shall furnish the following types of services to include, but not be limited to:

- A. Maintain, and incrementally add functionality to Maryland's ONE Portal.
- B. Provide ongoing development and maintenance support for form and workflow automation using Salesforce or other platforms and technologies as needed and as identified by the State.
- C. Collect data, analyze and document complex business workflows and system requirements from multiple State agencies.
- D. Provide process definition and reengineering, including review of existing software to make refinements and performance improvements.
- E. Use an agile-centric approach to manage initiatives ("project" management) and incrementally deliver functional software components.
- F. Interpret software requirements, establish specifications to code, manage software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), and integrate and test software components.

- G. Estimate software development effort and schedules.
- H. Estimate and track software quality attributes.
- I. Perform requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus).
- J. Provide architecture and security services.
- K. Establish, where appropriate, an AppDev approach to functionality placed in production including automated testing.
- L. Perform system administration on deployed software.
- M. Manage and maintain system documentation appropriate to transfer knowledge and maintenance to non-TO Contractor resources. Such documentation shall be sufficient for non-TO Contractor resources to perform duties ranging from business training, help desk, system administration, and future system maintenance and support.
- N. Transfer domain, technical, and system knowledge to State staff as State staff become available to perform such duties.
- O. Perform technical support on deployed software to include: the potential for 24x7 support and tier 1 help desk support. Document all reported issues and progress in an issue tracking system.
- P. Commit to, and actively develop code in compliance with Maryland's non-visual access principles and regulation (see **2.3.4.C**).
- Q. Perform software, requirements, and documentation configuration management.
- R. For all work performed outside of a datacenter or network controlled by the State, TO Contractor(s) shall only perform work on anonymized Sensitive Data.
- S. For all public facing web pages, TO Contractor(s) shall adhere to, or seek approval for exceptions to, the State's web page standards, located at:
<http://doit.maryland.gov/webcom/Pages/Standards.aspx>.

2.3.3 TO Contractor-Supplied Hardware, Software, and Materials

- A. TO Contractor shall furnish, configure, and manage all software necessary to perform configuration and requirements management. TO Contractor shall furnish all licenses necessary for use of the software, including access for the State.
- B. TO Contractor shall provide at a minimum view access to State personnel to all management tools and documentation contained therein.

2.3.4 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at:
<http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;

- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: [Security Policy](#);
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>;
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent agile methodology for all Task Order activities.

2.3.5 **Change Orders**

- A. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the TO Proposal and scope of the work change.

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

TO Contractor(s) shall not perform any services until an NTP has been issued by the TO Manager.

3.2 End of Task Order Transition

There are no specific Task Order ending transition requirements.

3.3 Invoicing

3.3.1 Definitions

- A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the State, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager and, unless otherwise specified in a Work Order, also to DOIT Fiscal Services at e-mail address: doitfiscal.invoiceservice@maryland.gov.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned TO Agreement number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Task Order.

- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Department reserves the right to reduce or withhold payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing, those items shall be billed in the month following the acceptance of the work by the DoIT.
- B. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

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

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Work Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Work Order
- G. If the Work Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Work Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Manager or by the Work Order concerning performance under the contract and compliance with its provisions.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.4 Liquidated Damages

This solicitation does not require liquidated damages.

3.5 Disaster Recovery and Data

This solicitation does not require any disaster recovery and data plan.

3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (refer to the CATS+ RFP 060B2490023-2016, Section 2.7 Insurance Requirements
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.)
- 3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.4 Cyber Risk/Data Breach Insurance

The Contractor shall possess and maintain throughout the term of the awarded contract 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 \$ five million (5,000,000) 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 shall be sufficiently broad to respond to the Contractor’s duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall 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.

3.7 Security Requirements

3.7.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

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

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all TO Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such TO Contractor Personnel prior to assignment:
 - 1. A national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- 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 Project/Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Appendix 4) prior to any work commencing on the Task Order.

3.7.3 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.
 - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to

require TO Contractor Personnel to be accompanied while in secured premises.

- 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the State 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.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the State that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.7.4 Information Technology

The TO Contractor shall:

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

3.7.5 Data Protection and Controls

As appropriate to the work performed under a Work Order, the TO Contractor shall meet the following data protection and control requirements:

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and

shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.

- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
- 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.

- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall

complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.

- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter, evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.7.6 Security Plan

If directed by the TO Manager or by the State individual directing a Work Order, the TO Contractor shall develop and maintain a Security Plan, to be updated on no less than an annual basis.

3.7.7 PCI Compliance

The TO Contractor shall:

- A. At all times comply with, and support the State's documentation demonstrating compliance with, all applicable Payment Card Industry ("PCI") Data Security Standards ("DSS"), including any and all changes thereto. TO Contractor shall provide the State with documented evidence supporting current compliance to PCI DSS within 30 days of a State request.

3.7.8 Security Incident Response

- A. The TO Contractor shall notify the Department when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to the State's solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or agency) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:

- 1) the nature of the unauthorized use or disclosure;
- 2) the State data used or disclosed,
- 3) who made the unauthorized use or received the unauthorized disclosure;
- 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.

C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.

D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or agency) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.9 Data Breach Responsibilities

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

3.7.10 Additional security requirements may be established in a Work Order.

- 3.7.11 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.
- 3.7.12 Provisions in **Sections 3.7.1 – 3.7.10** shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.

3.8 RESERVED

3.9 SOC 2 Type 2 Audit Report

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

3.10 Performance and Personnel

3.10.1 Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

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

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

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

3.10.2 Offeror Experience/Qualifications

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

- A. The extent to which the Offeror has Salesforce.com implementation experience using APEX.
- B. Experience with delivering an agile team where one or more team members possessed the following certifications; Project Management Institute (PMI) Agile Certified Professional, Certified Scrum Professional, Certified Scrum Master, or SAFe™ Agilist and Salesforce Certification.
- C. The extent to which the Offeror proposes an agile team that has previously worked together on one or more projects involving agile delivery and Salesforce.
- D. The extent to which the Offeror proposes an agile team with prior experience with the proposed agile methodology.
- E. The extent to which the Offeror proposes an agile team with collective knowledge of Salesforce implementation.
- F. The extent to which the Offeror proposes an agile team with collective knowledge of Elasticsearch.
- G. The extent to which the Offeror has developed responsive web sites.
- H. The extent to which the Offeror has prior experience with Salesforce administration.
- I. The extent to which the Offeror has prior experience with Mongo DB.

3.10.3 Offeror Preferred Experience/Qualifications

An Offeror may be evaluated higher if the Offeror meets or exceeds the following preferred experience and qualifications:

- A. The Offeror is an Amazon Web Services (AWS) certified partner.
- B. The Offeror has prior experience with Ruby on Rails.

3.10.4 TO Contractor Key Personnel Experience/Qualifications

As part of the TO Proposal evaluation, Offerors shall propose exactly two (2) personnel (one for each labor category below) who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date).

Any Key Personnel proposed under this TORFP, and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 at <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.

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

- A. Project Manager
 - 1) The extent to which the Project Manager has current certifications demonstrating understanding of and competency in running projects, including certifications from Project Management Institute (PMI) Agile

Certified Professional, Certified Scrum Professional or Certified Scrum Master or SAFe™ Agilist.

- 2) The extent to which the Project Manager has prior experience running agile teams.
- 3) The extent to which the Project Manager demonstrates knowledge in Offeror's proposed agile methodology.

B. Application Architect (Senior)

- 1) The extent to which the architect demonstrates knowledge of Salesforce, Mongo DB, AWS and nonproprietary technologies.
- 2) Demonstrated experience with Ruby on Rails.

3.10.5 **Labor Categories**

- A. The roles and labor categories are identified in **Attachment B**.
- B. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (**Attachment B**) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for the personnel described in **Section 3.10.4**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- C. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- D. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.

3.10.6 **Substitution of Education for Experience**

A Bachelor's Degree or higher may be substituted for general and specialized experience. A Master's Degree may be substituted for general and specialized experience. Substitution shall be reviewed and approved by the State at its discretion.

3.10.7 **Substitution of Experience for Education**

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
 - 1) Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.10.8 **TO Contractor Personnel Maintain Certifications**

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

3.10.9 Work Hours

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

3.11 Substitution of Personnel

3.11.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or State, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.

- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.11.2 Substitution Prior to and 30 Days After Task Order Execution

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

3.11.3 Substitution More Than 30 Days After Task Order Execution

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and

may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.12 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.14 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. The TO Manager shall e-mail a Work Order request to the TO Contractor(s) to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Requirements and description of the service or resources needed,
 - 2) Performance objectives and/or deliverables, as applicable,
 - 3) Due date and time for submitting a response to the request,
 - 4) Required place(s) where work must be performed,
 - 5) Security requirements,
 - 6) The agency directing the TO Contractor's activities under the Work Order, including acceptance authority;
 - 7) Invoicing requirements, and
 - 8) Required office space, hardware, software, connectivity.
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided (see online sample at:
<https://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>);
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Attachment B**;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks; and
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.

- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to State approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. 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.

3.15 TORFP Subject to CATS+ Master Contract

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

- A. Custom Software, Custom Source Code, Data
- B. Software costs procured as part of a Work Order cannot exceed 49 percent of the total work order value
- C. Non-Visual Access

3.16 Contract Management Oversight Activities

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

3.17 No-Cost Extensions

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

4 TORFP Instructions

4.1 TO Pre-Proposal Conference

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

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (F50B9400035 - One Stop Automation Agile Services), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

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

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

4.4 Award Basis

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

4.5 Oral Presentation

- 4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives during the week of October 30. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
 - A. The Offeror shall demonstrate at least one example of a Salesforce.com implementation with APEX coding and at least one responsive web design developed by individuals on the proposed agile team. If Offeror has prior experience with an Elasticsearch implementation, the Offeror will be invited to demonstrate examples of these.
 - B. Proposed Key Personnel must attend the Offeror's Oral Presentation.
- 4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

4.7 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (TO Contractor)

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

4.13 HIPAA - Business Associate Agreement

- A. If required by a Work Order, the TO Contractor shall complete a Business Associate Agreement as directed in the Work Order.
- B. The TO Contractor agrees to keep information obtained in the course of this TO Agreement confidential in compliance with any applicable State and federal regulation. The TO Contractor agrees further to comply with any applicable State and federal confidentiality and privacy requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act

(HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the State for information about its privacy practices in general or with respect to a particular individual, modifying such information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

4.14 Mercury and Products That Contain Mercury

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

4.15 Location of the Performance of Services Disclosure

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

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.3 TO Proposal Packaging and Delivery

- 5.3.1 TO Proposals delivered by facsimile shall not be considered.
- 5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.
- 5.3.3 Offerors may submit TO Proposals by electronic means as described.
 - A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
 - B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.
- 5.3.4 E-mail submissions
 - A. All TO Proposal e-mails 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 25Mb. 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 #F50B9400035 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater
 - 2) The TO Technical Proposal in searchable Adobe PDF format
- B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in Microsoft Excel format
 - 2) The TO Financial Proposal in searchable Adobe PDF format

5.4 Volume I - TO Technical Proposal

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

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution, including how the Offeror will incorporate initial delivery of the first Work Order (refer to Appendix 5). The proposed solution shall be organized to exactly match the requirements outlined in Sections 2 through 3.
 - 3) Detailed proposed mature agile methodology proposed by the Offeror, including setup and management of information to support the progressive elaboration of online forms workflow and prior experience the proposed agile team members have with the methodology.
 - 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for delivery of the requirements identified as part of Work Order 1 (the MDH CRM tool; see Appendix 5 for general information regarding the tool), including Program Increment and sprint planning and

closeout. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.

- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in the TORFP. Includes a description of strategies to mitigate risks.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2 through 3.
- 8) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
- 9) Non-Compete Clause Prohibition:

The State seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 3.10 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this noncompete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

B. Proposer Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

Offeror shall:

- 1) Describe the proposed team for filling the State's identified forms and workflow needs, to include exactly two (2) proposed Key Personnel. For all other team members, Offeror shall describe the qualifications and anticipated types of staff to be utilized under the Task Order (see D.5.a below).
- 2) The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 3) Complete and provide for each proposed resource **Appendix 3 Personnel Resume Summary Form**
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 3**.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources for all future work orders in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs. Offeror shall identify when all resources for the team will be available to perform work for the first Work Order.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- c) Services provided as they relate to the scope of work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

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

J. Additional Submissions:

- 1) Attachments and Exhibits;

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

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor’s TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.

- 5.5.6 Proposals submitted in response to this TORFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time or submission of best and final offers, if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

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6 Evaluation and Selection Process

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

6.1 Evaluation Committee

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

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

6.2 TO Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2 through 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5 Oral Presentation**).

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

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

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

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

6.4.1 Down-Select Procedure

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

- A. A technical ranking will be performed for all TO Proposals based on the technical responses and resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the technical response and resumes submitted and the extent to which the proposal aligns with the requirements as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to oral presentations. All other Offerors will be notified of non-selection for this TORFP.
- C. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

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

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

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>).

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

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

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

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

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)
Not Applicable	D	MBE Forms D-1A
Not Applicable	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B
Not Applicable	D	MBE Forms D-4A, D-4B, D-5
Not Applicable	E	Veteran-Owned Small Business Enterprise
Not Applicable	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)
Not Applicable	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
5 Business Days after recommended award – However, suggested	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-

When to Submit	Label	Attachment Name
with Proposal		DisclosureAgreementContractor.pdf
5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
Not Applicable	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)
Not Applicable	N	DHS Hiring Agreement
When to Submit	Label	Appendix Name
n/a	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
With Proposal	3	Labor Classification Key Personnel Resume Form
With Proposal	4	Criminal Background Check Affidavit
N/A	5	Task Descriptions – Medicaid Recoveries
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number F50B9400035

One Stop Automation Agile Services

A TO Pre-proposal conference will be held on October 10, 2019 @ 10:00 AM at 100 Community Place, Crownsville MD 21032.

Please return this form by October 8, 2019 NLT 5:00 pm, advising whether or not you plan to attend. The completed form should be returned via e-mail to the TO Procurement Officer at the contact information below:

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees:

- 1.
- 2.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal conference”):

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment B. TO Financial Proposal Instructions & Form

See separate Excel TO Financial Proposal Form labeled Attachment B - Financial Proposal *One Stop Automation Agile Services TORFP.xls*.

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this Task Order shall be calculated as one calendar year from the Effective Date. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

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. Minority Business Enterprise (MBE) Forms

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

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

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

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

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start

of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

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

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. F50B9400035

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

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 One Stop Automation Agile Services Solicitation # F50B8400012; 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 protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential

- Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. The TO Contractor shall, at its own expense, return to the 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. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor:	DoIT
By:	By:
(seal)	
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

I-2 NON-DISCLOSURE AGREEMENT

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

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

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Task Order Agreement

CATS+ TORFP# F50B940035 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of November ____, 2019 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Department” means Department of Information Technology, as identified in the CATS+ TORFP # F50B9400035.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # F50B9400035, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Lezena Morris. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Lance Schine. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the third anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two (2) one-year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the State's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the State of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DoIT

By: Secretary or Designee, DoIT

Date

Witness: _____

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

Assistant Attorney General

Attachment N. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. – Abbreviations and Definitions

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

- A. 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. AppDev – an approach to ongoing application support that uses agile techniques and automated testing to quickly deliver incremental value.
- D. Application Program Interface (API) - Code that allows two software programs to communicate with each other.
- E. 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).
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- H. Department of Information Technology or (DoIT or the “Department”)
- I. Effective Date - The date of mutual TO Agreement execution by the parties
- J. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- K. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- L. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- M. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- N. 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.
- O. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- P. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Q. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or

- the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- R. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
 - S. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
 - T. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
 - U. Program Increment – A set number of sprints that result in functional delivery. Program Increments have higher level goals and objectives the sprints are intended to fulfill.
 - V. 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.
 - W. Scaled Agile Framework (SAFe®) – A methodology for performing system development using Lean-Agile principles.
 - X. 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.
 - Y. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
 - Z. 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
 - AA. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
 - BB. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of

this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document

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

- 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 10) were specifically identified and listed as Third Party Software in the Proposal.
- MM. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- NN. 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.
- OO. Work Order– A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

Appendix 2. – Offeror Information Sheet

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

**Appendix 3. – Labor Classification Key Personnel Resume Summary Form – CATS+ TORFP
#F50B9400035**

Proposed Key Personnel:		Master Contractor:		CATS+ Labor Category:	
Education: (Insert the education requirements for the proposed labor category from Section 2.10 of the CATS+ RFP)	Institution/Address:			Degree or Certification:	Year Completed:
				Field of Study:	
Generalized Experience: (Insert the generalized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: (Insert the specialized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience	

TORFP Additional Requirements (Insert, if applicable, the additional requirements from Section 3.10.3. of the TORFP)			
Reference Name	Job Title or Position	Organization Name	Telephone / Email

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

Master Contractor Representative:

Proposed Key Personnel:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Appendix 4. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

Master Contractor

Typed Name

Signature

Date

Appendix 5. Task Descriptions

MEDICAID RECOVERIES

Overview

The Division of Recoveries and Financial Services (DRAFS) within the Maryland Department of Health (MDH) manages Medicaid recovery payments in the following areas:

- Estates, Liens, and Trusts
- Third Party Liability (Insurance)
- Legal Liabilities and Fraud

MDH staff currently initiate and track cases using various non-integrated ancillary tools. These tools include but are not limited to Access databases, Excel spreadsheets and Google forms. The current payment management process includes manual generation of payment due notices and application of payments to multiple databases/systems.

Implementing a Customer Relationship Management (CRM) tool would allow MDH to more efficiently manage Medicaid recovery cases and associated payments as well as allow the department to improve business processes through implementation of the following:

- Centralized mechanism to track all recovery cases
- Customized workflows based on case type (see examples listed below)
 - TORT
 - Special Needs Trust
 - Resource
 - Pooled Trust
 - Paternity
 - Subrogation
 - Liens
 - Insurance/TPL
 - Fraud
 - Worker's Compensation
 - Estates
 - Annuities
- Automated PDF letter generations
- Recovery payment tracking
- Integration with MMIS
- Reports and dashboards

Current Process Description

The current Medicaid Recoveries process involves four (4) operational business units listed below.

1. DRAFS – responsible for case initiation and communications, tracking and final disposition

2. Cash Desk Operations – responsible for entering payment cases in Medicaid Management Information System (MMIS), collecting and applying payments
3. Adjustments –responsible for applicable claim adjustments in MMIS
4. Mailroom – responsible for imaging claims for entry into MMIS

DRAFS

The Recoveries team performs the following steps:

1. Performs applicable research and/or follow-up to identify case that warrants recovery of Medicaid funds
2. Initiates applicable notice(s) to responsible party of payment due
3. Provides payment due case details to Cash Desk Operations team for entry into MMIS
4. Updates applicable case database to reflect payments and current balance
5. Updates payment details for entry into MMIS details
6. Provides payment case details to Cash Desk Operations team for MMIS update

Cash Desk Operations

The Cash Desk Operations team performs the following steps:

1. Enters case payment due details in MMIS
2. Documents payments received in Cash Desk database
3. Initiates bank deposits as needed
4. Provides payment receipt details to Recoveries team
5. Updates MMIS with case payment details as applicable
6. Identifies and documents payments requiring claim adjustments
7. Submits claim adjustments requests to Adjustments unit for processing
8. Updates Cash Desk database to reflect payments sent to Adjustments for processing
9. Verifies processed adjustment claims match submitted payments
10. Requests journal entry number and batch number from General Accounting
11. Completes electronic Journal Entry Request Form
12. Submits Journal Entry Request Form to General Accounting
13. Updates Cash Desk database to reflect final disposition of payments

Adjustments

The Adjustments unit performs the following steps:

1. Reviews claims adjustments requests for accuracy
2. Batches claim adjustments for imaging
3. Completes Adjustment Log in Cash Desk database
4. Submits claims to Mailroom for imaging
5. Enters claims into MMIS
6. Verifies claims entered correctly

Mailroom

The Mailroom team performs the following steps:

1. Images claims prior to entry into MMIS

2. Returns imaged claims to Adjustments unit

See attached Finance Medicaid Recoveries Payment Processing Workflow for more information.



