

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

COMPASS OPERATIONS & MAINTENANCE (O&M)

CATS+ TORFP # K00B5400144



Issue Date: 4/29/2015

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	COMPASS Operations & Maintenance (O&M)
TO Project Number (TORFP#):	K00B5400144
Functional Area:	FA2 – Web and Internet Systems
TORFP Issue Date:	4/29/2015
Questions Due Date and Time:	5/11/2015 at 12:00 PM Local Time
Closing Date and Time:	5/26/2015 at 5:00 PM Local Time
TORFP Requesting Agency:	Maryland Department of Natural Resources (DNR) 580 Taylor Avenue, D-4 Annapolis, MD 21401
Send Questions & Proposals to:	Jonathan Manley jonathan.manley@maryland.gov
TO Procurement Officer:	Sheila Harrison Office Phone Number: 410.260.8500 Office Fax Number: 410.260.8347
TO Manager:	Jonathan Manley Office Phone Number: 410.353.9523 e-mail address: jonathan.manley@maryland.gov
TO Type:	Fixed Price & Time and Materials
Period of Performance:	Two (2) years; with three (3) one year options
MBE Goal:	30 %
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor’s location
TO Pre-proposal Conference:	5/14/2015 at 10:00 AM Local Time Attendance will be acceptable either: In Person: 580 Taylor Ave, Annapolis, MD 21401; Room C1A See Attachment 6 for directions. Or Via Conference Call: 1.866.886.3165; Call Id 3910551443

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; 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 CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** - 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 resolve 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.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- F. **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, 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.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 4.3.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no

later than five (5) business days prior to the pre-proposal conference. The DNR will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DNR and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall be reimbursed only with prior approval by the TO Manager.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

DNR will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the DNR. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for Master Contractors to review at a reading room at DNR's offices at 580 Taylor Ave, D-4, Annapolis, MD 21401. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 14 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. 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.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the Department of General Services (DGS) web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.

Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

1.20 DEFINITIONS

Acceptable Use Policy (AUP)	A document stipulating constraints and practices that a user must agree to for access to a corporate network or the Internet.
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
Business Day	Monday through Friday (excluding State holidays)
Handle Data	Collect, store, transmit, have access to data
Infrastructure as a Service (IaaS)	A hosted environment used to support operation of the System, including storage, hardware, servers, networking, and communication components, and related operations, maintenance, and support services.
Information System	An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
IT	Information Technology
Letter of Authorization	A document issued by the manufacturer or distributor authorizing the Offeror to sell and/or provide services for the manufacturer's product line
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
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
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the project or Work Order shall begin on a specified date. After Task Order commencement, 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.
NTP Date	The date specified in an NTP for work on the project or Work Order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP

<p>Security Breach</p>	<p>A security incident in which Sensitive Data, protected or confidential data is intentionally or unintentionally released to an untrusted environment, including: copied, transmitted, viewed, stolen or used by an individual unauthorized to do so. Data breaches may involve financial information such as credit card or bank details, personal health information (PHI), Personally identifiable information (PII), trade secrets or intellectual property.</p>
<p>Security Incident</p>	<p>Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.</p>
<p>Security or Security Measures</p>	<p>All of the administrative, physical, and technical safeguards in an information system.</p>
<p>Sensitive Data</p>	<p>Sensitive Information includes personally identifiable information (PII), protected health information (PHI) or other proprietary or confidential data as defined by the State. PII is 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; (3) falls within the definition of “personal information” under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of “personal information” under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).</p>
<p>Service Level Agreement (SLA)</p>	<p>The performance levels governing TO Contractor support of the System and associated liquidated damages.</p>
<p>SLA Activation Date</p>	<p>The date that steady state services and charges commence for this Task Order</p>
<p>Software as a Service (SaaS)</p>	<p>Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the TO Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and</p>

	shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the TO Contractor.
State	The State of Maryland
Subcontractor	An agent, Subcontractor, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the selected TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor.
System	<p>All services and activities necessary to fully support the Compass system as an Information System, described as services and/or products in this TORFP. This definition of System includes all System Source Materials developed as a result of this Task Order.</p> <p>All Upgrades and regulatory updates shall be provided at no additional cost to the State.</p>
System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate the System in a manner equivalent to the original System including, but not limited to:</p> <ol style="list-style-type: none"> a. The executable instructions in their high level, human readable form which are in turn interpreted, parsed and or compiled to be executed as part of the computing system ("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 project. b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c. All associated configuration file details needed to duplicate the run time environment as deployed in the original system. d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation. e. 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).

	f. All associated training materials for business users and technical staff
Task Order (TO)	The scope of work described in this TORFP
Task Order 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 3.
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect electronic protected health information and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
Upgrade	A new release of any COTS component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
Work Order	A subset of work performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order.
Working Day(s)	Same as "Business Day"

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The DNR is issuing this CATS+ TORFP to obtain the services of one Master Contractor in order to obtain system hosting, operations and maintenance support for the Compass system.

The scope of work for this TORFP includes, if requested via the Work Order Process defined in 1.12, defining requirements for an upgrade of the Compass system to newer technologies and updated system functionality. The scope of work also includes, at the sole discretion of the Agency, the migration of the Compass system into a fully hosted model, as fully described via the Work Order process.

2.2 REQUESTING AGENCY BACKGROUND

DNR leads Maryland in securing a sustainable future for our environment, society, and economy by preserving, protecting, restoring, and enhancing the State's natural resources.

2.3 EXISTING SYSTEM DESCRIPTION

DNR employs the Compass system, a web-based licensing transaction system that allows the department to meet its charge of administering the sale of license products associated with the responsible management of Maryland's natural resources. The Compass system, which was deployed in 2012, provides Maryland natural resource consumers the opportunity to transact required products at DNR regional service centers, sports licensing agents, over the telephone, and online.

The DNR owned system hardware and software is currently located at the Lightbound Data Center at 731 West Henry Street, Indianapolis, Indiana. The current system hardware consists of

- a. one (1) Dell PowerVault MD3000i – 3TB, iSCSI;
- b. two (2) Dell PowerEdge R710 2x 6core Xeon 3Ghz 32GB, 2x600GB, 10Gb NIC add; and
- c. two (2) Checkpoint firewalls.

The current software for system hosting includes

- a. four (4) VMWare Standard Edition per CPU Licenses;
- b. four (4) Veeam per CPU backup licenses;
- c. nine (9) Microsoft Windows Server 2008R2 Standard Edition;
- d. two (2) Microsoft Windows Server 2008RS Enterprise Edition;
- e. two (2) Microsoft SQL 2008RS Enterprise;
- f. six (6) Shavlik Patch Management Software licenses; and
- g. Symantec Endpoint Protection Anti-Virus licenses.

Currently, the incumbent contractor performs system administration (to continue under this TORFP). TO Contractor will provide support for DNR's System Administration Team, which operates the system and provides technical support to DNR's internal and external system users.

2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

The TO Contractor and/or Subcontractor(s) shall comply with and adhere to the following additional information security standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.

- A. SANS Institute, "Critical Security Controls", version 5
<http://www.sans.org/critical-security-controls/>
- B. Cloud Security Alliance (CSA), "Security Guidance for Critical Areas of Focus in Cloud Computing", version 3.0
<https://cloudsecurityalliance.org/research/security-guidance/>
- C. Federal Information Processing Standard (FIPS), "Minimum Security Requirements for Federal Information and Information Systems", FIPS 200
<http://csrc.nist.gov/publications/PubsFIPS.html>
- D. National Institute of Standards and Technology (NIST), "Security and Privacy Controls for Federal Information Systems and Organizations", SP 800-53 Revision 4
<http://csrc.nist.gov/publications/PubsSPs.html#800-53>
- E. National Institute of Standards and Technology (NIST), "Guidelines for Security and Privacy in the Public Cloud", SP 800-144
<http://csrc.nist.gov/publications/PubsSPs.html>

2.6 REQUIREMENTS

2.6.1 TRANSITION-IN REQUIREMENTS (Deliverables Based Fixed Price)

All Transition-In activities shall be fully complete before hosting activities and associated invoicing commence. DoIT anticipates the system to be fully hosted within 30 days of Notice to Proceed Date (NTP), based on specific details provided in the TO Contractor’s Transition-In Plan and associated schedule. An incumbent TO Contractor shall not perform all Transition-In tasks and the associated Transition-In Requirements (2.6.1.1 through 2.6.1.11) and associated deliverables will not apply.

ID #	Transition-In Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.1.1	<p>The TO Contractor shall hold a Kick-Off Meeting within five (5) business days of NTP to include the TO Manager, DNR staff, and the incumbent Contractor staff.</p> <p>The TO Contractor Personnel shall work closely with both State employees and incumbent Contractor staff during the transition-in period.</p>	<i>Deliverable 2.8.4.1 – Kick-Off Meeting</i>
2.6.1.2	The TO Contractor shall create a Transition-In Plan with attendees at the Kickoff Meeting.	<i>Deliverable 2.8.4.2 – Transition-In Plan</i>
2.6.1.3	The TO Contractor shall complete a review of the Compass application and identify any issues, resolutions, troubleshooting required.	
2.6.1.4	<p>The TO Contractor shall attain working knowledge of:</p> <ul style="list-style-type: none"> a. All technical and functional matters associated with the network and security architecture and the Compass system; b. Utilities and software products used to support the Compass application; c. Current Issue Log and preventative actions taken by the incumbent contractor. 	
2.6.1.5	The TO Contactor shall provide, as part of its proposal, a discussion of implications for hosting end-of-life software and a discussion of recommended upgrades to minimize the operational risk to the Compass system. Any upgrades to the existing system under the scope of the resulting TO Agreement will be performed through the Work Order process.	
2.6.1.6	The TO Contractor shall ensure the hosting facility meets hosting requirements listed in Section 2.6.2.	
2.6.1.7	The TO Contractor shall plan and move all Compass equipment (servers, networking equipment, as preliminarily identified in Section 2.3) and associated software from the incumbent	

	<p>Contractor's current facilities to the TO Contractor's facilities.</p> <p>Movement of Compass equipment shall only be performed once the TO Manager provides approval to proceed. This approval will include approval of the Transition-In Plan and after the TO Contractor demonstrates its operational readiness to provide maintenance and support. At the TO Manager's discretion, approval to proceed may also be withheld until approval of the Disaster Recovery and Security Plans.</p>	
2.6.1.8	The TO Contractor shall perform all necessary installation and configuration work to host the Compass application, including but not limited to: configuration of all servers and equipment; reestablish necessary directories (virtual and physical).	
2.6.1.9	The TO Contractor shall make maintenance and support recommendations based on its review of the Compass application.	<i>Deliverable 2.8.4.3 – Current Operations and Maintenance Overview and Environment Configuration Documentation</i>
2.6.1.10	The TO Contractor shall review and document incumbent's server configurations for development, testing, staging, and production environments. The review shall, at a minimum, include IIS configurations and ODBC connections.	
2.6.1.11	The TO Contractor shall hold weekly Transition-In Status Meetings during the Transition-In period until the Final Transition-In Meeting. The Final Transition-In Meeting represents the end of the Transition-In Period at which time the TO Manager anticipates approving transition of responsibility from the incumbent contractor to the TO Contractor. The post transition-in Compass system shall be fully operational prior to holding the Final Transition-In Meeting.	<i>Deliverable 2.8.4.4 – Final Transition-In Meeting</i>
2.6.1.12	The TO Contractor shall create a Disaster Recovery Plan that incorporates any specifics related to Compass which are determined during the Transition-In period.	<i>Deliverable 2.8.4.5 – Final Disaster Recovery Plan</i>
2.6.1.13	<p>The TO Contractor shall create a Security Plan that incorporates any specifics related to Compass which are determined during the Transition-In Period. The Security Plan shall support TO Contractor's security implementation and enforcement of State's security policies, including but not limited to the following:</p> <ul style="list-style-type: none"> a. Patch updates b. Intrusion detection and prevention (IDPS) c. Physical security of the primary and secondary hosting sites (warm site) d. Physical security of backups e. Reporting requirements should a security incident be detected. 	<i>Deliverable 2.8.4.6 – Final Security Plan</i>

2.6.1.14	The TO Contractor shall perform an initial scan of the operating system (OS) utilizing the Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIGs) methodology and shall bring the OS and any other system and environment components into compliance.	
2.6.1.15	The TO Contractor shall perform an initial analysis of the Compass application and component security controls, including automated scans and other best practices, and propose tasks required to bring application into compliance with Section 2.5 and 2.16.	<i>Deliverable 2.8.4.7 – Application Security Controls Recommendations</i>

2.6.2 HOSTING REQUIREMENTS (Monthly Fixed Price)

TO Contractor shall provide technical staff with qualified software experience, programming and technical skills to support the system during this operations and maintenance phase.

ID #	Hosting Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.2.1	The TO Contractor shall host the Compass system (database and web servers) so as to provide a minimum of 99.982% uptime.	
2.6.2.2	The TO Contractor shall provide a hosting facility that meets the following requirements: <ul style="list-style-type: none"> A. Connectivity to the internet through more than one (1) Tier-1 Backbone provider(s); B. Redundant power supply (ex. Duplicate UPS) for server; C. Generator backed power supply with proof of generator test plan; D. Multi-layer security infrastructure (ex. Passkey protection on doors); E. 24/7/365 Physical security; F. Data center safety protocols including, but not limited to: <ul style="list-style-type: none"> 1. Routine password changes with minimum frequency of every three (3 months) or when an employee leaves; 2. Routine safety drills for employees; 3. Optimized cooling system that follows a routine maintenance plan; 4. Documentation on how to access the situation and problems in the data center at any particular time; 5. Monthly vulnerability scans. 	

2.6.2.3	The TO Contractor shall establish separate production and test environments for systems supporting Compass and ensure that production data is not replicated in the test environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of sensitive data elements including but not limited to Personally Identifiable Information and/or Personal Health Information.	
2.6.2.4	The TO Contractor shall implement the Security Plan (Deliverable 2.8.4.5) that will maintain the integrity of both the database, operating system, and application(s) supporting Compass.	
2.6.2.5	The TO Contractor shall complete a monthly scan of the operating system (OS) utilizing the Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIGs) methodology and shall ensure the OS and other system and environment components stay in compliance.	
2.6.2.6	<p>The TO Contractor shall provide firewall protection including, but not limited to:</p> <ul style="list-style-type: none"> A. A properly configured firewall(s) that separates system and network environments in order to protect the Compass production system and isolate State data from unauthorized access. B. A fully managed firewall to include the timely application of ongoing software updates and patches; C. Managed firewall services to ensure reliable and secure connections across the internet for remote services; 	
2.6.2.7	The TO Contractor shall provide 24x7x365 continuous monitoring of the Compass system. This includes intrusion detection and prevention system (IDPS) monitoring and administration to filter traffic, as well as, detect and prevent improper attempts to access the Compass system.	
2.6.2.8	The TO Contractor shall provide 24x7x365 support and remediation personnel to maintain, troubleshoot, and resolve incidents related to the technical infrastructure of the Compass system (e.g. Web and database servers, routers/switches, IDPS equipment, firewalls, load balancers, backups and internet connection).	
2.6.2.9	<p>The TO Contractor shall perform backups, in accordance with Section 2.6.8, of all Compass servers and data using a high-performance, multi-platform backup system that provides:</p> <ul style="list-style-type: none"> A. Backup of transaction logs every 10 minutes; B. Full daily backup to tape media; C. On-site and off-site restoration services; D. Backups shall be encrypted; 	

2.6.2.10	<p>The TO Contractor shall maintain all backups at a secure offsite storage facility:</p> <ul style="list-style-type: none"> A. Daily backups shall be retained for three (3) months; B. Weekly backups shall be retained for two (2) years; 	
2.6.2.11	<p>The TO Contractor shall, in accordance with Section 2.6.8, provide hosting and disaster recovery facilities to include, but not be limited to, fully managed services including:</p> <ul style="list-style-type: none"> A. Hardware monitoring, including intrusion detection and prevention; B. Full accounting for uptime, including application layer, connectivity, space, and switching; 	
2.6.2.12	<p>The TO Contractor shall provide fail over recovery should the system be down longer than four (4) hours.</p>	
2.6.2.13	<p>The TO Contractor shall maintain a remote warm site with synchronization to the production site. This warm site shall be no closer than 25 miles to the TO Contractor's primary hosting site. The TO Contractor shall have maintained a hosting relationship greater than one (1) year.</p>	
2.6.2.14	<p>The TO Contractor shall provide a Monthly Monitoring Report to include: network bandwidth, utilization, network configuration, hardware utilization, hardware/web site status and storage.</p>	<p><i>Deliverable 2.8.4.8 – Monthly Monitoring Report</i></p>
2.6.2.15	<p>The TO Contractor shall provide, in accordance with Section 2.14, an annual review of the Compass system and accompanying controls and processes, and resultant SOC 2 Type 2 report conducted by an independent auditor accredited by the American Institute of Certified Public Accountants. The TO Contractor shall ensure the annual SOC 2 Type 2 report is provided to DNR directly from the independent auditor at a mutually agreed upon date.</p>	<p><i>Deliverable 2.8.4.9 – Annual Controls Audit</i></p>
2.6.2.16	<p>The TO Contractor shall develop, and maintain Standard Operating Procedures (SOP) associated with:</p> <ul style="list-style-type: none"> A. Maintaining existing system documentation; B. Maintaining a repository and configuration management system code; C. Maintaining tracking for reported and resolved issues; D. Implementation plans for disaster recovery; E. Backup and disaster recovery procedures; <p>Standard operating procedures will be delivered to the State thirty (30) calendar days after the Transition-In period is complete.</p>	<p><i>Deliverable 2.8.4.10 – Standard Operating Procedures</i></p>

2.6.2.17	The TO Contractor shall maintain system documentation for the Compass system including, but not limited to, the following: A. Update and/or create system documentation upon commencement of the contact; B. Ensure that all system documentation is updated as new code is deployed to production; C. Any changes to the Compass code, SQL database environment, or configuration of the Compass system environment.	<i>Deliverable 2.8.4.11 – Updated System Documentation</i>
2.6.2.18	The TO Contractor shall review, and update the Security Plan annually and as needed throughout the life of the contract. Updates must be made to the Security Plan within five (5) business days of code or database changes occurring in the production environment. All Security Plan changes shall be submitted to the TO Manager for review, and approval.	<i>Deliverable 2.8.4.12 – Updated Security Plan</i>
2.6.2.19	The TO Contractor shall provide a Transition-Out Plan which shall include tasks, communication plan, and timeline of activities for the TO Contractor to support end-of-contract transition-out efforts with technical and project support.	<i>Deliverable 2.8.4.13 – Transition-Out Plan</i>

2.6.3 OPERATIONS & MAINTENANCE REQUIREMENTS (Monthly Time & Materials)

Historically, the Operations and Maintenance effort needed to keep the system running is eight (8) hours per week.

Work Orders shall be issued to perform operations and maintenance work as necessary, and at the discretion of the TO Manager or designee, when support activities require more than eight (8) hours in a particular week.

The TO Contractor shall provide operations and maintenance activities necessary to ensure full support of the Compass Program needs:

ID #	Operations and Maintenance Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.3.1	TO Contractor shall provide ongoing operation and maintenance support for the Compass system.	
2.6.3.2	The TO Contractor shall schedule and perform hardware and software maintenance during non-peak hours, defined as between the hours of 12 AM and 4 AM EST.	

<p>2.6.3.3</p>	<p>The TO Contractor shall provide daily maintenance support activities including, but not limited to, the following: A. Troubleshoot, maintain, and support the Compass system. B. Diagnose and resolve unavailable services; C. Support system backup restoration, including disaster recovery; D. Database support; E. Monitor system performance and log file analysis; F. Support and administration of system software.</p>	
<p>2.6.3.4</p>	<p>The TO Contractor shall provide monthly system and database maintenance, including but not limited to, the following: A. Evaluate, and install, on an as needed basis, new software, upgrades, and/or patches related to the operating system; B. Update, and perform testing procedures to ensure sound operation of the system; C. Evaluate, and establish routine maintenance on the server, including disk defragmentation and other procedures; D. Establish, and perform system benchmarks which report on system performance; E. Evaluate, and implement web-site traffic analysis to provide website traffic reports and analysis.</p>	
<p>2.6.3.5</p>	<p>The TO Contractor shall provide support for reported problems including, but not limited to, the following: A. Analyze reported issues and provide resolution based on the Service Level Agreement (SLA) requirement outlined in Section 2.6.7; B. Provide detailed documentation of reported issues and solutions; C. Provide an issue tracking system which documents each reported issue and is capable of generating monthly statistics, to be included in the Monthly Report.</p>	
<p>2.6.3.6</p>	<p>The TO Contractor shall provide a minimum of one (1) full system release each calendar month to remedy identified system bugs and issues that are not classified as Priority 1 or 2 (as defined by the SLA in Section 2.6.7) to be completed at an agreed upon date and time (usually between 12 AM and 4 AM EST).</p>	
<p>2.6.3.7</p>	<p>The TO Contractor shall provide system releases, as necessary, to remedy identified system bug and issues that are classified as Priority 1 or 2 (as defined by the SLA).</p>	
<p>2.6.3.8</p>	<p>The TO Contractor shall execute testing for each change, document the test results prior to any release, and make test documentation available to DNR upon request.</p>	

2.6.3.9	The TO Contractor shall provide a DNR accessible staging environment where DNR may test releases a minimum of 48 hours prior to the scheduled Priority 3-5 release and a minimum of 1 hour prior to Priority 1-2 release to the production environment unless agreed to by DNR.	
2.6.3.10	The TO Contractor shall provide release notes, to include details of changes in functionality and database structure, to be made available at the same time as updates to the staging environment for DNR testing.	
2.6.3.11	The TO Contractor shall ensure that the staging environment, including the web application and system databases, is always in sync with the production environment unless it is being used for DNR testing of a scheduled release.	
2.6.3.12	The TO Contractor shall work with DNR to prioritize and execute tasks recommended as part of Deliverable 2.8.4.7 – Application Security Recommendations.	
2.6.3.13	<p>The TO Contractor shall maintain security standards for the Compass system in accordance with the Department of IT's Security Standards including, but not limited to, the following:</p> <ul style="list-style-type: none"> A. Personally Identifiable Information (PII), and passwords shall be encrypted; B. System root password shall be available for administration by the system administrator only; C. Transactions shall be logged by user id; D. A quarterly report of active logons by jurisdiction shall be generated for review by local security monitors to ensure access is limited to those assigned by the TO Manager and only those TO Contractor and subcontractor personnel required to perform services under the TO Agreement; E. SSL certificate shall be maintained for online system security. <p>These policies may be revised from time to time and the TO Contractor shall comply with all such revisions.</p>	
2.6.3.14	<p>The TO Contractor shall provide a Compass System Administrator to work with DNR staff. The Compass System Administrator, as approved by the TO Manager, shall perform the following system administration tasks:</p> <ul style="list-style-type: none"> A. Create and maintain user access (logons and role-based security level); B. Generate and review reports of suspected security violations; C. Set and adjust archive and automated process schedules; D. Receive and review transaction and log reports; and E. Distribute software changes to the jurisdictions and other users. 	

2.6.3.15	The TO Contractor shall provide documentation to the TO Manager for any requested maintenance period enhancement, patch or bug fix where the TO Contractor has determined the request is not within the scope of this TORFP.	
2.6.3.16	The TO Contractor shall perform any application development activities necessary to the Compass system, as directed by the TO Manager or designee, through the issuance of a work order. Support activities may include, but are not limited to: development to adjust the system in response to legislative or policy changes, ad hoc reporting, or system upgrades deemed necessary to minimize risk associated with an operational failure due to end-of-life software or hardware.	
2.6.3.17	The TO Contractor shall warranty any changes in functionality, patch or bug fix included in the scope of this TORFP for the life of this contract.	
2.6.3.18	The TO Contractor shall provide training to DNR staff on new and updated changes to the Compass system or database.	
2.6.3.19	The TO Contractor shall provide a single point of contact for administration of the project and configuration control for the Compass system. Additionally, at the TO Manager’s discretion, a meeting may be held to discuss the report and other issues. The TO Contractor shall attend with appropriate individuals.	
2.6.3.20	The TO Contractor shall support Compass content management as requested.	
2.6.3.21	The TO Contractor shall generate a Monthly Status Report, detailing T&M work performed, hours expended, and name of staff who performed work.	<i>Deliverable 2.8.4.14 – Monthly Status Report</i>

2.6.4 END OF CONTRACT TRANSITION-OUT (Time & Materials)

The TO Contractor shall support end-of-contract activities as described below.

ID #	End of Contract Transition-Out Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.4.1	The TO Contractor shall support end-of-contract transition-out efforts with technical and project support, including, but not limited to, the following: A. Final project debrief meeting, organization, and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices; B. A report of any outstanding deliverables;	

	<ul style="list-style-type: none"> C. The completion of all services and/or deliverables; D. Providing to the State all source code, object code, design and architecture documentation, and all data files; E. Updates of all documentation, including any and all modifications to the system. Documentation shall be written in plain English and be provided by hardcopy and at least one (1) electronic copy on CD in MS Word format; F. Ensure that all required support, training, and transition-out information to State staff, or State agent for any modifications has been completed; G. Provide copies of any current backups as of the final date of the TO Agreement; H. Purge all Compass related code, data, and documentation following final accepted hand-off. 	
2.6.4.2	The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.	
2.6.4.3	The TO Contractor shall support requested activities for technical, business, and administrative support to ensure effective and efficient end-of-contract transition-out to the State or another State contractor.	

2.6.5 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

- A. Technical Support Services
- B. Backup and Recovery services
- C. As requested in a Work Order, other activities in support of the current Compass system or a replacement system

2.6.6 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor personnel under this TORFP shall perform the following recurring duties as required to satisfy requirements in Section 2.6:

- A. Operations tasks
- B. Troubleshooting (actual problem resolution may be under non-recurring duties below)
- C. Virus scans
- D. Maintenance release notes
- E. Database maintenance
- F. Data back-ups
- G. User support
- H. Activity reporting

2.6.7 SERVICE LEVEL AGREEMENT (SLA)

TO Contractor will provide support for DNR’s System Administration Team. This team of DNR IT Service staff will operate and provide technical support to DNR’s internal and external system users. DNR does not expect TO Contractor to handle contact from the public or our Sports License Agents.

It is expected that system uptime will be 99.982%, excluding planned and agreed-to outages.

Priority	Category Description	Resolution Time
1	More than ten (10) COMPASS locations or customers are impacted by the same issue preventing product issuance	1 to 4 business hours
2	Prevents one (1) customer from being able to acquire products	1 to 8 business hours
3	Requires thorough root-cause analysis to ensure issue resolution (e.g. data migration problem).	1 to 2 business days
4	Identified bug fix or system patch	As scheduled with TO Manager
5	System Enhancement	Based upon project scope

Support Request Resolution Commitments

Commitment Statement	
90%	Of all support requests shall be assigned a priority within 1 business hour.
80%	Of Priority 1 problems shall be resolved within 1 to 4 business hours
80%	Of Priority 2 problems shall be resolved within 1 to 8 business hours.
80%	Of Priority 3 problems shall be resolved within 1 to 2 business days.

2.6.8 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the web, operating system, application, and database servers at the regular interval defined in this section. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for three (3) months, and weekly backups shall be retained for two (2) years, by the TO Contractor. Daily and weekly backups shall be stored off-site by the TO Contractor.

The TO Contractor will perform monthly tests of backups using virtual machines to test disaster recovery processes.

Disaster recovery practices will be designed to limit a total system crash, to a maximum of one (1) hour of data loss.

Compass data shall be backed up in an encrypted fashion.

2.6.9 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the DNR. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including

evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.

- B. Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

2.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the TO Manager's opinion, 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, Department, or Contract or Task Order requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 2.7.2.C. If after such remediation the TO Manager determines that the personnel performance has not improved to the level necessary to continue under the Task Order, if at all possible at least fifteen (15) days notification by the TO Manager of a directed replacement will be provided. However, if the TO Manager deems it necessary and in the State's best interests to remove the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- B. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.
- C. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any 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 and shall implement the Remediation Plan immediately upon written acceptance by the TO Manager. 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, or in the timeframe set forth by the TO Manager in writing.
- D. 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 substitution of TO Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the TO Contractor Personnel at issue.
- E. 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.

2.7.3 SUBSTITUTION OF PERSONNEL

2.7.3.1 PRIOR TO TASK ORDER EXECUTION

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 demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; or 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.

2.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The substitution of personnel procedures 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 personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.4 PREMISES AND OPERATIONAL SECURITY

The TO Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The TO Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the TO Manager with completed checks on all new employees prior to assignment. The TO Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the TO Manager.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

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

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	<i>Kick-Off Meeting</i>	TO Contractor shall provide a Kickoff Meeting. The Kick-Off materials shall cover review of the Transition-In Plan and Project Schedule.	NTP + 5 Calendar Days
2.8.4.2	<i>Transition-In Plan</i>	The TO Contractor shall integrate the incumbent’s Transition-Out Plan into its Transition-In Plan as necessary to ensure smooth performance of the transition-in period. The Transition-In Plan shall cover all activities and requirements listed in Section 2.6.1.	NTP + 10 Calendar Days
2.8.4.3	<i>Current Operations and Maintenance Overview and Environment Configuration Documentation</i>	The TO Contractor shall document any issues, resolutions, troubleshooting and maintenance and support recommendations. The server configuration, UAT and productions environments shall also be documented.	NTP + 30 Calendar Days

2.8.4.4	<i>Final Transition-In Meeting</i>	TO Contractor shall provide a Final Transition-In Meeting. The Final Transition-In Meeting shall cover review of the Current Operations and Maintenance Overview, Revised Security Plan and Revised Disaster Recovery Plan.	NTP + 30 Calendar Days
2.8.4.5	<i>Final Disaster Recovery Plan</i>	Final Disaster Recovery Plan shall include all items listed in Draft Disaster Recovery Plan with comments from TO Manager incorporated into plan.	NTP + 30 Calendar Days
2.8.4.6	<i>Final Security Plan</i>	TO Contractor shall submit a detailed description of its security plan, incorporating the State’s Information Technology policies & standards. The approved updates shall be incorporated into the existing plan and issued with five (5) business days of the receipt of the TO Manager’s comments.	NTP + 30 Calendar Days
2.8.4.7	<i>Application Security Controls Recommendations</i>	TO Contractor shall provide an industry standard analysis of the application’s security controls and provide recommendations to bring the application into compliance with State standards exemplified in Section 2.5.	NTP + 60 Calendar Days
2.8.4.8	<i>Monthly Monitoring Report</i>	Reports, available in MS Word or other electronic format, that provide monitoring statistics for: A. network bandwidth, B. utilization, C. network configuration, D. hardware utilization, E. hardware/web site status and storage	Monthly by the 15 th of each month
2.8.4.9	<i>Annual Controls Audit</i>	TO Contractor shall facilitate reports completion and submission to the TO Manager by an independent auditor accredited by the American Institute of Certified Public Accountants.	Annually
2.8.4.10	<i>Standard Operating Procedures</i>	MS Word (or mutually agreed upon format) that outline procedures, which shall be followed for supporting the Compass system. Procedures can take the form of a narrative, a flow chart, a process map, screen printouts or combination of all or any other suitable form. Procedures shall be written in MS Word.	Created at NTP + 180 days; updated as necessary

2.8.4.11	<i>Updated System Documentation</i>	Updated system documentation, in MS Word, that ensures that all documentation and data is current and complete. A hard and soft copy, in MS Word format, shall be provided for all Compass application documentation after: A. Any support call and subsequent work B. Any software updates or enhancements C. Any database support or maintenance	Within five (5) business days of any changes to the System
2.8.4.12	<i>Updated Security Plan</i>	Security Plan, in MS Word, which is updated annually or as needed throughout the life of the contract. Updates can be provided by the TO Manager or designee and shall be incorporated into the existing plan and issued within five (5) business days of the receipt of such updates. All updates to the plan shall be submitted to the TO Manager for review and approval.	Annually or within five (5) business days of TO Manager or designee's request
2.8.4.13	<i>Transition-Out Plan</i>	End-of-Contract Transition-Out Plan shall include tasks, communication plan, timeline of activities for the TO Contractor to support end-of-contract transition-out efforts.	As Requested by TO Manager during term of contract

The following Deliverables are Time & Materials (T&M) based.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.14	<i>Monthly Status Report for O&M Activities</i>	An official monthly deliverable shall be submitted by the TO Contractor for the aforementioned categories. The Status Report, in MS Word, shall contain the following sections: A. Work performed B. Hours expended C. Name of staff who performed work	Monthly by 15 th of each month

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- A. At least three (3) years of demonstrated experience providing application hosting, helpdesk, and software development services to U.S. based commercial or government entities with at least 3,000 end-users.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

At the point when personnel are supplied in support of this Task Order, the Contractor Personnel shall:

- A. Meet the qualifications for the identified CATS+ labor category (Section 2.10 of the CATS+ Master Contract), and
- B. Meet the requirements for the job category listed below.

2.10.1 PROJECT MANAGER

The Project Manager shall meet the qualifications below:

- A. The Project Manager shall have at least (1) one year of demonstrated experience managing application hosting services, helpdesk, and software development services for a U.S. based commercial or government entity with at least 3,000 end-users.
- B. Project Manager shall hold a current Project Management Professional certification from the Project Management Institute, or equivalent in the sole discretion of the TO Manager.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

2.12.1 INVOICE SUBMISSION PROCEDURE

- A. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DNR" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B. All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - a. To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced and signed timesheet as described in 2.13.2. Include for each person covered by the invoice the following,

individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.

- b. To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 9) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.4.
- C. The TO Contractor shall mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at address: 580 Taylor Ave, D-4, Annapolis, MD 21401, with a copy to the TO Manager's email address at jonathan.manley@maryland.gov.
- D. 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.

2.12.2 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 Agreement.
- B. The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C. The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H. If the Contract 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 Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

2.12.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager for approval by signature.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A. Title: "Time Sheet for Compass O&M"
- B. Issuing company name, address, and telephone number

- C. For each employee /resource:
- i. Employee / resource name
 - ii. For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
 - a. Tasks completed that week and the associated deliverable names and ID#s
 - b. Number of hours worked each day
 - c. Total number of hours worked that Period
 - d. Weekly variance above or below 40 hours
 - e. Annual number of hours planned under the TO
 - f. Annual number of hours worked to date
 - g. Balance of hours remaining
 - h. Annual variance to date (Sum of periodic variances)
- D. Signature and date lines for the TO Manager

2.13 WORK ORDER PROCESS

- A. Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or 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 1.
- B. The TO Manager shall e-mail a Work Order Request (See Attachment 15) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- a. Technical requirements and description of the service or resources needed
 - b. Performance objectives and/or deliverables, as applicable
 - c. Due date and time for submitting a response to the request
 - d. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- a. A response that details the TO Contractor’s understanding of the work;
 - b. A price to complete the Work Order Request using the format provided in Attachment 15.
 - c. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - d. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - e. State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - f. The proposed personnel resources, including any subcontractor personnel, to complete the task.

- 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 will 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 approval. The TO Procurement Officer could issue a change order to the TO Agreement if appropriate.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. Proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

2.14 SOC 2 TYPE 2 AUDIT

- 2.14.1 In the event that a SOC 2 Type II Audit Report is required during the course of this Contract, DNR intends to initiate a SOC 2 Type II Audit by following the provisions in Right To Audit, as listed in Section 2.15.10. The scope of the SOC 2 Type II Audit, if needed, will include any Subcontractors providing services in support of this Contract that have access to Sensitive Data.
- 2.14.2 Where possible, DNR will provide advance notice to the Contractor and any Subcontractors.

2.15 INCIDENT RESPONSE

- 2.15.1 The TO Contractor and/or Subcontractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and agency information security policy, currently found at:
<http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>.
- 2.15.2 The TO Contractor and/or Subcontractor agrees to notify DNR when any TO Contractor / Subcontractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- 2.15.3 The TO Contractor and/or Subcontractor further agrees to notify DNR within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via

written or electronic correspondence to the TO Manager, DNR chief information officer and DNR chief information security officer.

- 2.15.4 The TO Contractor and/or Subcontractor agrees to notify DNR within two (2) hours if there is a threat to the TO Contractor's product as it pertains to the use, disclosure, and security of DNR's data.
- 2.15.5 If an unauthorized use or disclosure of any personally identifiable information (PII), protected health information (PHI) or other private/confidential data (collectively "Sensitive Data") occurs, the TO Contractor and/or Subcontractor must provide written notice to DNR within one (1) business day after TO Contractor / Subcontractor's discovery of such use or disclosure and thereafter all information the State (or State DNR) requests concerning such unauthorized use or disclosure.
- 2.15.6 The TO Contractor and/or Subcontractor, within one day of discovery, shall report to DNR any improper or non-authorized use or disclosure of Sensitive Data. TO Contractor / Subcontractor's report shall identify:
- A. the nature of the unauthorized use or disclosure;
 - B. the Sensitive Data used or disclosed,
 - C. who made the unauthorized use or received the unauthorized disclosure;
 - D. what the TO Contractor and/or Subcontractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - E. what corrective action the TO Contractor and/or Subcontractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 2.15.7 The TO Contractor and/or Subcontractor shall provide such other information, including a written report, as reasonably requested by the State.
- 2.15.8 The TO Contractor and/or Subcontractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the TO Contractor / Subcontractor's security obligations or other event requiring notification under applicable law, the TO Contractor and/or Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State DNR) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- 2.15.9 This Section shall survive expiration or termination of this TO Agreement.

2.16 SECURITY

The TO Contractor and Subcontractor (as applicable) shall implement administrative, physical and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below; and shall 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 this TO Agreement.

2.16.1 Ownership of Information and Privacy

Protection of the State's data and all Sensitive Data must be an integral part of the business activities of the TO Contractor. To this end, the TO Contractor shall comply with the following conditions:

- a) Data, databases and derived data products created, collected, manipulated, or directly purchased as part of the TO Agreement shall become the property of the State. The Agency or Requesting Agency, as appropriate, is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- b) Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the TO Agreement or the license.
- c) At no time will any information belonging to or intended for the State be copied, disclosed, or retained by the TO Contractor or any party related to the TO Contractor for subsequent use in any transaction that does not include the State.
- d) Information obtained by the TO Contractor in the performance of this TO Agreement will become and remain property of the State. The TO Contractor does not have any ownership over data at any time.
- e) The TO Contractor may not use any information collected in the performance of this TO Agreement for any purpose other than fulfilling the TO Agreement.
- f) The TO Contractor must comply with all privacy policies established by governmental agencies or State or federal law.
- g) Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on agency web pages.

2.16.2 Data Protection

- A. TO Contractor and/or Subcontractor shall implement Security Measures to protect State data that are no less rigorous than accepted industry practices, such as the current Control Objectives for Information and Related Technology (COBIT) framework (<http://www.isaca.org/Knowledge-Center/COBIT/Pages/Overview.aspx>) or similar applicable industry standards for information security, and shall 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 this TO Agreement.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor and/or Subcontractor shall at minimum implement and maintain the following at all times for all Web Services provided:

1. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the surface of vulnerability. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in configuration files.
2. Ensure that State data is not comingled with the TO Contractor's and/or Subcontractor's other clients' data through the proper application of compartmentalization security measures.
3. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption shall be applied to State data in transit over networks, to State data when archived for backup purposes, and, where possible, State data at rest. Encryption algorithms which are utilized for this purpose must comply with current National Institute of Standards and Technology recommendations contained in NIST Special Publication 800-131a (csrc.nist.gov/publications/nistpubs/800-131A/sp800-131A.pdf).
4. Enable appropriate logging parameters on systems supporting the State 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 State of Maryland Department of Information Security Policy, as amended from time to time.
5. 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.
6. Ensure application and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
7. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating components from unsolicited and unauthenticated network traffic.
8. Review at regular intervals 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.
9. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor's and/or Subcontractor's security policy. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on the System's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable.

10. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access to Sensitive Data through compromise of the user access controls. Such measures are outlined in the State of Maryland Department of Information Technology's Information Security Policy, including specific requirements for password length, complexity, history, and account lockout. The State IT Security Policy and Standards may be revised from time to time and the TO Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
11. Ensure Sensitive Data is not processed, transferred, or stored outside of the United States.

2.16.3 Access to Security Logs and Reports

The TO Contractor shall provide reports to the State in a mutually agreeable format. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this TO Agreement.

2.17 RIGHT TO AUDIT

- 2.17.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractor's performance under this Task Order. In this Task Order, an audit is defined as a planned and documented independent activity performed by qualified audit personnel to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- 2.17.2 Upon three (3) business days' notice, the TO Contractor (including the Subcontractors providing services under this Task Order) shall provide the State reasonable access to their records to verify conformance to the terms of this Task Order. The Department shall be permitted to conduct these audits with any or all its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Department's election. The Department shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Task Order.
- 2.17.3 Subcontractor shall cooperate with the Department's designated auditor and shall provide the necessary assistance for the Department's designated auditor to conduct the audit.
- 2.17.4 The right to audit shall include Subcontractors in which goods or services are subcontracted by the TO Contractor and/or Subcontractor and that provide essential support to the services provided to the Department under this Task Order. The TO Contractor and/or Subcontractor shall ensure the Department has the right to audit with subcontractor(s).

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 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 proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails.

DNR can only accept e-mails that are less than or equal to five (5) MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # K00B5400144 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP K00B5400144 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP K00B5400144 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. DNR will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

- A. Subject line "CATS+ TORFP # K00B5400144 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP K00B5400144 Financial" containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- A. Attachment 2 - MBE Forms D-1A- Signed PDF
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- C. Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF

D. Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

A. Attachment 1 Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

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

A. Proposed Services

- a. Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- b. Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- c. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- d. Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- e. Draft Transition-In Plan: Table of proposed start dates, end dates, and description for action items relevant to moving system from incumbent contractor's systems and processes.
- f. Draft Disaster Recovery Plan: High level documentation of disaster recovery related strategies, procedures, decisions and related practices.
- g. Draft Security Plan
- h. Service Level Agreement: The TO Contractor shall describe their approach to satisfy the service level agreement including reporting around issue identification, escalation, resolution, and lessons learned.
- i. Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal. Master Contractors should

avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

- j. Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B. Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least three (3) years of demonstrated experience providing application hosting, helpdesk, and software development services to U.S. based commercial or government entities with at least 3,000 end-users.	Offeror documents evidence of compliance here.

C. TORFP Staffing

Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:

- a. Description of how TO Contractor plans to ensure a trained and capable part time resource for O&M need (8 hour/week estimate).
- b. Description of how TO Contractor plans to handle employee leave and transitions in staff.
- c. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
- d. Process and proposed lead time for locating and bringing on board resources that meet TO needs.
- e. Supporting descriptions for all labor categories proposed in response to this TORFP.
- f. Description of approach for quickly substituting qualified personnel after start of TO.
- g. Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. MBE, SBE Participation and VSBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1A.

E. Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

- a. Provide up to three examples of engagements or contracts the Master Contractor, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - i. Name of organization.
 - ii. Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - iii. Services provided as they relate to Section 2 - Scope of Work.
 - iv. Start and end dates for each example engagement or contract.
 - v. Current Master Contractor team personnel who participated on the engagement.
 - vi. If the Master Contractor is no longer providing the services, explain why not.
- 1) 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 1 above):

- a. Contract or task order name
- b. Name of organization.
- c. Point of contact name, title, email, 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 Section 2 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.

J. Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

K. Additional Submissions

- a. Copy of any software licensing agreement for any software proposed to be licensed to the State under this Task Order (e.g., EULA, Enterprise License Agreements)
- b. Copy of the AUP for each organization, including Subcontractors, proposed to perform services under this Task Order.

3.4.2 TO FINANCIAL PROPOSAL

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal.
- C. To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to 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.

A) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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 DNR will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial oral presentations whether subsequent rounds of oral presentations are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:

- a) An initial oral presentation will be performed for all proposals meeting minimum requirements.
 - b) A technical ranking will be performed for all proposals based on initial the oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and oral presentation results.
 - c) The top ten (10) proposals identified by the technical ranking will be notified of additional oral presentations. All other Offerors will be notified of non-selection for this TORFP.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.

- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, price has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit with TO Financial Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Not Applicable	N/A
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 15	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 16	Performance Evaluation Form	Not Applicable	N/A
Attachment 17	Criminal Background Check Affidavit	Not Applicable	N/A

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed