

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



**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
SOLICITATION NUMBER MSDE-DEC-20-002
CHILD CARE ADMINISTRATIVE TRACKING SYSTEM
(CCATS) SERVER HOSTING AND ADMINISTRATION**

ISSUE DATE: 7/17/2020

NOTICE TO OFFERORS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

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

Solicitation Title:	Childcare Automated Tracking System (CCATS) Hosting and Administration
Solicitation Number (TORFP#):	MSDE-DEC-20-002
Functional Area:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP Issue Date:	6/11/2020
TORFP Issuing Office:	Maryland State Department of Education (MSDE)
Department Location:	Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore MD 21201
TO Procurement Officer: e-mail: Office Phone:	Robin Harding 200 West Baltimore Street, Baltimore MD 21201 Robin.Harding1@maryland.gov (410) 767-0114
TO Manager: e-mail: Office Phone:	Teresa Lewis 200 West Baltimore Street, Baltimore MD 21201 Teresa.Lewis1@maryland.gov (410) 767-7037
TO Proposals are to be sent to:	Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore MD 21201 Attention: Robin Harding
TO Pre-proposal Conference:	6/18/20 10:00AM Local Time Join by phone (US) +1 502-480-3276 PIN: 288 668 302#
TO Proposals Due (Closing) Date and Time:	7/20/2020 5:30 PM Local Time Offerors are reminded that a completed Feedback Form is required if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Task Order Type:	Firm Fixed Price with Time & Materials
Task Order Duration:	Two (2) year base period with three (3) one-year option periods, commencing from the Effective Date
Primary Place of Performance:	Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore MD 21201

SBR Designation:	YES
Federal Funding:	YES
Questions Due Date and Time	7/01/2020Local Time

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1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP.

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement.

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, **Section 2.10**.

1.1.1 Systems Administrator

1.1.2 Database Management Specialist (Senior)

1.1.3 Database Management Specialist (Junior)

Meets the identified labor category description as described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). And subsequent Amendment #4 & Amendment – Section 2.10 update-see: http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

The Maryland State Department of Education (MSDE) is issuing this CATS+ TORFP in order to obtain resources and services from one (1) Master Contractor to provide offsite data center hosting, system operations management and data administration services, and operations support services for the Childcare Administrative Tracking System (CCATS) production, training User Acceptance Testing (UAT), and quality assurance and development environments. During the term of this TORFP hosting may be migrated to Amazon Web Services Cloud (AWS Cloud); however system management, database administration and operations support are expected to continue under this Task Order. Therefore, this TORFP may include transition and support for hosting in a cloud environment provided separately by the State. Task Order (TO) services will support the migration to new tools and underlying technologies based on the direction from MSDE in order to maintain consistency with the MSDE enterprise architecture and the State's AWS Cloud architectural standards.

This TORFP is intended to obtain (1) Master Contractor to manage all data across all media, ensuring the availability and integrity of all MSDE data. The Master Contractor must propose a team of resources and a Staffing Plan that best satisfies the Task Order requirements.

The issuance of the NTP will authorize the Contractor to staff the three key positions required by this Task Order. MSDE will have the option of adding up to ten (10) additional resources to this Task Order for a maximum of thirteen (13) resources. All resources beyond the initial three will be requested through a Work Order process.

2.2 Background and Purpose

MSDE provides leadership, support, and accountability for effective systems of public education, library services and rehabilitation services. The Division of Early Childhood, which includes the Office of Child Care, contributes to the Department's mission by working to enable all children to enter kindergarten ready to learn. The Office of Child Care administers Federal Child Care Development Block Grants and is responsible for the implementation of Maryland child care legislation and regulations. Extensive background information about the Division of Early Childhood is available on the Department's website by selecting Early Childhood Development under the Divisions menu.

Child Care Programs Supported:

CCATS is a comprehensive, integrated web-based application that supports Division of Early Childhood Development (DECD) transaction processing in seven major business process areas:

1. Licensing - ensures that child care facilities are safe and healthy by connecting to the Electronic Licensing Inspection System (ELIS).
2. Subsidy - assists eligible low-income families with purchasing quality child care, and includes payment processing.
3. Credentialing - provides access to quality training, encourages and supports child care providers and programs, encourages upgrading professional skills and certifying level of skill, and improving the overall quality of the program. Credentialing includes payment processing.
4. Grants - provides targeted financial assistance that enables providers to become licensed, to improve the quality of services offered, and otherwise benefits the child care community.
5. Accounting - manages program finances, makes prompt and accurate payments to providers, and recovers improper payments.

6. Quality Assurance - interfaces with the Excellence Counts in Early Learning and School Age Care (EXCELS) system.
7. Training - supports childcare credentialing and qualifications.

Currently the application is being used on a private intranet site by MSDE personnel and partners with explicit network access. MSDE plans to also implement a public portal that will enable child care providers, customers, and trainers to view and update their own data.

2.2.1 Project Goals

The goals of this TORFP are:

- A. to ensure that the infrastructure supporting child care systems is maintained to provide reliable system operation;
- B. to administer the system so that the code and data are secure and works efficiently; and
- C. to support MSDE in updating the system and infrastructure to leverage new technologies and State initiatives.

2.2.2 Current Environment

- A. CCATS is developed in Java 2 Enterprise Edition (J2EE). The database is IBM DB2. The application environment consists of a production application server, a test application server, a training application server and a database server. The Business Objects software has been implemented, running reports against the operational database. In addition, a reporting database for MSDE data analysts is maintained with a daily copy of the operational database. VMware is used to offer multiple environments on two Dell PowerEdge R620 servers supporting the internal staff application.
- B. A public web portal is being implemented to allow limited customer access to CCATS. The portal application code is C Sharp (C#) using a .Net framework. Two Dell PowerEdge R820 servers have been deployed to support the externally accessible public web portal application. Data is stored in a SQL server database.
- C. Currently the application is implemented on the MSDE secure intranet utilizing network Maryland as the WAN for 13 regional offices and partner agencies. Access is also provided to the Department of Human Services (DHS), local Departments of Social Services, and the subsidy vendors. Additional private vendor access may be required for future outsourced service delivery. Additional public agency interfaces may be required for future interagency agreements.
- D. Daily, weekly, monthly and annual file transfers are operated as batch processes to exchange data with the Comptroller's Financial Management Information System (FMIS), other MSDE and DEC applications, DHS, Service Employees' International Union, and the League for People with Disabilities which provides printing and mailing services. Additional file transfers may be added.

2.2.3 Existing Hardware

Virtualization allows flexibility in the configuration of the environment. The physical servers are in clusters so in each environment group any server can run the virtual servers. VMware manages which physical server supports each virtual server systems.

Table 1: MSDE CCATS Current Production Environment

CCATS Production Environment	
Description	Server Hardware
Production - Internal Staff Application	2 Dell PowerEdge R820 (clustered) <ul style="list-style-type: none"> • 2x Intel Xeon E5-4620 2.20GHz, 16M Cache, 7.2GT/s QPI, Turbo, 8 Core, 95W, Max Mem 1333MHz • Upgrade to Four Intel Xeon E5-4620 2.20GHz, 16M Cache, 7.2GT/s QPI, Turbo, 8 Core, 95W • RAID 1 for H710p, H710, H310 Controllers • 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive • 32GB RDIMM, 1333 MT/s, Low Volt, Quad Rank, x4 Data Width • 2.5" Chassis with up to 16 Hard Drives
Business Object Prod - Staff Application	
Database (DB2) - Staff Application	
• Instance for Prime Application	
• Instance for Reporting Database	
Database Public Portal (SQL Server) – Production Application	
UAT Staff Application	
UAT Staff Application	
UAT Staff Application	
UAT Public Portal Application	
Business Object Test for Staff Application	
Business Object Test for Staff Application	
Training for Staff Application	
Training for Staff Application	
Database UAT for Staff Application	
Database Training for Staff Application	
Database Public Portal- UAT	
Public Portal Server – Production – External to Firewall	2 Dell PowerEdge R620 (clustered) <ul style="list-style-type: none"> • Intel Xeon E5-2690 2.90GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 135W, Max Mem 1600MHz • RAID 1 for H710P/H710/H310 (2 HDDs) • 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drives (Qty 2) • 16GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x4 Data Width (Qty 8) • Chassis with up to 4 Hard Drives and 3 PCIe Slots
Redundant Portal Server – Production – External to Firewall	

2.2.4 Networking and storage equipment (Hosted by TO Contractor)

CCATS Networking and Storage	
Cabinet	Lockable cabinet for rack-mounted servers
Storage Array (SAN)	EMC VNX-E3300 600 GB 15K SAS Drive NEBS
Networking	Includes: ASA 5515-X with IPS SW 6GE Data 1 GE Mgmt AC 3DES/AES Cisco VPN client software ASA Strong Encryption License ASA AnyConnect Client + Cisco Security Desktop Software Nexus 5548 UP Dhassis 32 10 GbE Ports 2 PS 2 Fans Cables and other peripheral equipment

2.2.5 Existing Software

- A. CCATS Application: Java (J2EE 6.0) (with custom user security)
- B. Reporting: Business Objects
- C. Backup and Recovery: EMC Avamar Virtual Edition
- D. Application Server: Weblogic
- E. Database: DB2 9.7
- F. Operating System: Windows Server 2008
- G. VMWare
- H. Public Web Portal Operating System: Windows Server 2008
- I. CCATS Application: Microsoft C#
- J. Public Web Portal Backup and Recovery: EMC Avamar Virtual Edition
- K. Application Server: Microsoft .Net
- L. Database: Microsoft SQL Server

2.2.6 State Responsibilities

In addition to the TO Manager, the State Project Staff consists of specific MSDE project personnel and other permanently or temporarily assigned State, Contractor and OIT resources. These project team members provide core business and technical information and skills required for the project. Additionally, the State Project Staff provides knowledge, input and review for project deliverables and work products.

- M. State Project Staff
 - 1) The TO Contractor will be expected to work closely with the State Project Staff assigned to the project. State Project Staff will be available to attend meetings and interviews and assist in reviewing requirements, and test criteria. State Project Staff

will be assigned to the project on an as-needed basis, as determined by project. State Project Staff will report to the State provided Project Manager who will coordinate project activities with the successful TO Contractor.

The State is responsible for the Windows/ Dell environment for development system integration and quality assurance testing. The system engineering development subcontractor assists with configuration and all deployments in the environment. Virtualization allows flexibility in the configuration of the environment. The physical servers are in clusters so in each environment group any server can run the virtual servers.

N. State Project Staff members include:

- 1) **Subject Matter Experts:** These individuals ensure that the project meets the program and business processing needs of the MSDE. Subject Matter Experts provide input and resources to help define the requirement and test the functionality, user-interface, reports and functional training and documentation when necessary.
- 2) **Technical Leads and Team Members:** These individuals will be part of the team for specific disciplines including maintenance, engineering, support services, programming, interfacing, experience with current licensure system, and business rule knowledge, these individuals will participate on the project to help set forth technical system requirements and support with continuing system operations.
- 3) **Other State Resources:** Other State agency personnel will be involved with the project to leverage their capability and expertise through consultation or partnership. These include technical resources from DoIT to ensure compliance with State security requirements.

- O.** The State is responsible for providing an inventory of equipment, licenses and maintenance agreements which will be provided following contract award.

2.2.7 Other State Responsibilities

- A.** The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work, and will provide such additional assistance and services.

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2.3 Responsibilities and Tasks

2.3.1 General Requirements for Monthly Hosting Services (Fixed Price)

- A. The Monthly Hosting Services shall commence only when the Final Transition Status Meeting has occurred, representing that all items included in the Transition Plan have been completed and MSDE has certified that the TO Contractor is fully prepared to assume responsibility to provide the technical support and services described in this TO. MSDE will then set the accepted Transition Date when Monthly Hosting Services begin. If the transition date is mid-month, the cost of the initial monthly service will be pro-rated on a calendar day basis.
- B. The TO Contractor shall provide a secure data center facility and personnel to host, manage and operate the CCATS system, a mission critical application of the MSDE. The system hosted shall include production, user acceptance testing and training environments with associated networking and storage equipment as described in Section 2.2.
- C. The TO Contractor facility shall be within 25 miles of the MSDE headquarters located at 200 West Baltimore Street, Baltimore, MD, in order to facilitate access by MSDE networking and server administrators.
- D. The TO Contractor shall maintain system availability to ensure timely and reliable access to and use of information as follows:
 - 1) Except for approved maintenance periods, the CCATS Internal Staff and Administrative web application and its supporting data and systems shall be available:
 - a) From 6:30 am to 8:00 pm Local Time each business day,
 - b) From 9:00 am to 5:00 pm Local Time on Saturday
 - 2) Except for approved maintenance periods, the CCATS Public Web Portal and its supporting data and systems shall be available 24 hours a day, 7 days a week, 365/366 days a year.
- E. The TO Contractor shall provide a single point of contact through which inquiries or service issues may be directed.
- F. The TO Contractor shall have personnel available during Normal State Business Hours of 8:00 AM to 4:30 PM Local Time to consult with the agency and respond to system issues within the SLA described in Section 2.6.
- G. MSDE may terminate Monthly Hosting Services under this section with a 45-day notice based on a decision to migrate to cloud hosting services, which will be contracted separately. With that notice, no additional sums beyond what has been incurred, on a pro rated basis, shall be due or owing to the TO Contractor.

2.3.2 Monthly Hosting Services – Security (Fixed Price)

- A. The TO Contractor shall maintain security procedures for its data center in accordance with DOIT policies, as may be updated from time to time. The TO Contractor's data center Site Security Administrator shall follow the State's and MSDE's security procedures and resolve exception report issues in order to protect the Host Facility from any misuse. The State Security Policies can be found on-line at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.
- B. The TO Contractor shall capture data regarding all access exceptions for audit trail purposes, and make the data available to MSDE upon request.
- C. The TO Contractor shall provide ongoing operational support of system security processes to supported environments.

- D. The TO Contractor shall establish and administer a violation and access attempts report mechanism. The TO Contractor shall immediately notify MSDE of all information security breaches discovered or made known to the TO Contractor and provide a written report within 24 hours.
- E. The TO Contractor shall initiate corrective actions to ensure breaches shall not occur again. In addition TO Contractor shall prepare and retain documentation of breach investigations and provide copies to MSDE.
- F. The TO Contractor shall, in consultation with MSDE, identify security risks, recommend procedures to minimize them and implement such procedures, unless directed otherwise by MSDE.
- G. The TO Contractor shall be responsible for the recovery of lost/damaged information that results from security violations.

2.3.3 System Operations and Maintenance (Time and Materials)

- A. The TO Contractor shall provide exactly three required personnel resources to perform day to day operational services and support for the CCATS application and supporting systems as described in Section 2.6. The personnel will meet the minimum requirements of Section 1.1.
- B. System Operations and Maintenance shall commence on the MSDE accepted Transition Date when Monthly Hosting Services begin.
- C. The TO Contractor shall provide configuration and installation services for hardware and software in physical and virtual environments as required by MSDE and in response to future system development demands.
- D. TO Contractor shall install and upgrade software to remain within one generation of the current release. MSDE will determine the implementation timing of any upgrades. Notwithstanding the above, TO Contractor shall not upgrade software if TO Contractor notifies MSDE that such an upgrade will have an adverse impact on MSDE and, after receiving such notice, MSDE decides not to proceed with the upgrade.
- E. The TO Contractor shall install and configure the CCAT Public Portal Web Servers in cooperation with MSDE OIT for networking and the CCATS System Engineering contractor for application requirements. The TO Contractor shall configure the Public Portal Web Servers, which will be external to the MSDE firewall, in accordance with NIST guidelines on Securing Public Web Servers (<http://csrc.nist.gov/publications/nistpubs/800-44-ver2/SP800-44v2.pdf>) and vendor recommendations.
- F. The TO Contractor shall install new releases of existing software or new software products in a test environment prior to its introduction into the production environment. Releases will be packaged for deployment by the CCATS System Engineering contractor and approved by MSDE prior to deployment. Testing shall determine functional deficiencies of the new release, compatibility with other production systems software and compatibility with production applications software. Any detected problems shall be resolved by the responsible contractor (System Engineering or Hosting) in accordance with procedures set forth in the Procedures Manual before any software is moved to the production environment. When the release is acceptable, MSDE will provide authorization to proceed with a production deployment.
- G. The TO Contractor shall monitor and support the CCATS equipment to ensure high availability, performance and reliability; coordinating with system vendors and MSDE on efficient and effective use of the system.
- H. The TO Contractor shall assist MSDE in updating and testing the CCATS disaster recovery plan.

- I. The TO Contractor shall work with equipment manufacturers to remedy equipment issues under equipment maintenance agreements provided by MSDE.
- J. The TO Contractor shall advise MSDE of equipment that needs replacement or preventive maintenance repairs.
- K. The TO Contractor shall conduct regular system virus scans and ensure anti-virus software is up-to-date.
- L. The TO Contractor shall analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements.
- M. The TO Contractor shall maintain backup and disaster recovery systems and processes as described in section 3.5.
- N. The TO Contractor shall maintain current CCATS documentation and manuals including the:
 - i. Operations and Procedures Manual
 - ii. Security Plan
 - iii. DoIT Incident Response Plan
 - iv. Configuration and Lifecycle Management Program
 - v. Other documentation to manage and operate the system.
- O. The TO Contractor shall assist MSDE in maintaining a complete and current inventory of equipment, licenses and maintenance agreements. The TO Contractor shall monitor licenses and maintenance agreements for CCATS server software; advising MSDE in advance of software expirations.
- P. The TO Contractor shall, at the request of MSDE, dispose of obsolete equipment, ensuring that data security is protected and State policies are followed.
- Q. The TO Contractor shall provide assistance and help to MSDE staff and contractors upon request, including but not limited to, personalized assistance and telephone assistance. Examples would be assisting MSDE contractors in connecting to the CCATS reporting database. Application end-users will not call the TO Contractor unless referred by the CCATS Project Manager or the TO Manager.
- R. The TO Contractor shall maintain production control schedules in the response to all processing requests and new processing requirements. In connection with these production control services, the TO Contractor shall:
 - i. Prioritize and schedule batch jobs and file transfer systems in accordance with MSDE's schedule parameters so that on-line applications dependent on batch processing shall be available as scheduled.
 - ii. Distribute and obtain MSDE approval of all schedules prior to implementation.
 - iii. Coordinate and modify schedules for special requests and follow MSDE priorities. Promptly notify MSDE if special requests will affect the timely completion of other tasks.
 - iv. Respond to requests from MSDE for priority job execution.

2.3.4 Monthly Hosting Services – Management and Communications (Time and Materials)

- A. The TO Contractor shall provide a monthly report on performance against service level agreement standards and system operations.
- B. The monthly report is a required Deliverable. MSDE acceptance of the monthly report shall be the basis for the monthly fixed price payment for Monthly Hosting services.

- C. The monthly report shall clearly document deliverable status for the following:
 - i. Procedures Manual
 - ii. DB2 audit report
 - iii. File Transfers
 - iv. Backups
 - v. Annual Recovery Test
- D. The monthly report shall be submitted by the fifth day of the month following the end of the report period.
- E. The monthly report shall provide the following information:
 - i. Service Level Agreement Attainment
 - ii. Deliverable Status
 - iii. Uptime for each virtual server in use during the month
 - iv. Help desk case activity
 - v. Change request activity
 - vi. Backup activity and size
 - vii. System resource utilization, including disk space utilization.
 - viii. Usage data by day of week, time of day, browser type and http errors based on web log data.
- F. The TO Contractor shall attend meetings at MSDE Headquarters, 200 West Baltimore Street, Baltimore MD upon request. It is expected that on-site meeting requests will average less than once a month.

2.3.5 Monthly Hosting Services-Facility Requirements (Fixed Price)

- A. The TO Contractor facility shall have raised floors, overhead cable management or equivalent capability.
- B. The TO Contractor facility shall have fully redundant cooling and a temperature controlled environment suitable for rack mounted equipment.
- C. The TO Contractor facility shall have the communications infrastructure to support Network Maryland connections dedicated to CCATS with a minimum of 10 MB throughput. The facility location shall allow future access to the state fiber network as described at: http://doitmaryland.gov/support/Documents/nwmd_about/StateFiberSites.pdf
MSDE will provide the Network Maryland connection and circuit.
- D. The TO Contractor facility shall have fire detection and dry pipe or other server-friendly fire suppression system. Standard water sprinklers are not acceptable.
- E. The TO Contractor facility shall have the capacity to provide a minimum power supply of 15 kw/rack for up to 2 racks of CCATS equipment. The facility shall provide fully redundant power delivery including UPS and Generator, which shall have reserves to maintain services at least 48 hours in the event of a power outage.
- F. The TO Contractor facility infrastructure shall be monitored full time, 24 x 7 x 365/366.

- G. The TO Contractor facility shall be physically secure with multiple access controls such as:
 - i. Fenced perimeter;
 - ii. Closed circuit video;
 - iii. An interlocking door controller “man trap” access;
 - iv. Private cages;
 - v. Security authorization validated by smart cards, key fobs or biometric verification.
 - vi. Visitors shall be required to show photo ID.
 - vii. A log shall be maintained for all access, including visitor access.

2.3.6 Data Management

- A. Data and File Management shall commence on the MSDE accepted Transition Date when monthly Hosting Services begin.
- B. The TO Contractor shall manage all data, across all media, ensuring the availability and integrity of all MSDE data.
- C. The TO Contractor shall manage file services so that all files under its control are current, to the extent that the end user has provided necessary information and available during requested access times.
- D. The TO Contractor shall develop procedures with MSDE governing time periods for retention of files. Such procedures shall be included in the CCATS Operations and Procedures Manual.
- E. The TO Contractor shall ensure that required system processes execute completely and correctly to ensure the integrity of all data and the reliability of system operations.
- F. The TO Contractor shall verify (using tools and procedures acceptable to MSDE) the successful receipt of all incoming files and the successful transmission of all outgoing files.
- G. The TO Contractor shall develop, document, maintain, update and execute MSDE approved file back-up and recovery procedures.
- H. The TO Contractor shall provide a recovery procedure for restoring a data image to a previous version within four (4) hours. If TO Contractor finds that four hours is not an adequate time for restoration, TO Contractor shall inform the agency of the anticipated restoration time with options to decrease restoration time.
- I. The TO Contractor shall provide recommendations to MSDE regarding back-up and recovery considerations, such as improved levels of protection, efficiencies and cost reduction.
- J. The TO Contractor shall conduct back-up and recovery procedures (e.g. dataset restore) so as not to adversely impact scheduled operations.
- K. The TO Contractor shall monitor the creation and storage of intermediate files used for on-line and batch processing and implement corrective action when problems occur according to CCATS procedures.
- L. The TO Contractor shall provide MSDE with documentation of essential files, including name, and utilization statistics to the extent available.

- M. The TO Contractor shall ensure that adequate file space is available for processing. File space management is the responsibility of the TO Contractor to ensure that operational, back-up and recovery processes run efficiently. This includes monitoring the size of document files, logs and data files that accumulate as a result of normal system operations.
- N. The TO Contractor will inform MSDE at least six months prior to additional storage capacity being needed.
- O. The TO Contractor shall report MSDE disk space utilization and requirements on a monthly basis in addition to requests from MSDE at any time.
- P. The TO Contractor shall utilize disk storage in an efficient and cost effective manner.

2.3.7 Existing Reporting

The TO Contractor shall ensure the existing reporting system and structure is maintained during transition, if applicable. Current reporting is done through a monthly Quality Assurance Report which summaries all monthly activities and historical trends, major events or issues, system resource utilization for the CCATS Windows environment and summary of the CCATS SAN environment. This report is a roll up of all the data for the month but additional information can be requested by MSDE.

2.3.8 TO Contractor Personnel Duties and Responsibilities (Time and Materials)

These TO Contractor personnel services shall be provided on a Time and Material basis by the required System Administrator and Database Management Specialist (Senior). The TO Contractor personnel shall have the capability to collectively provide the services described in this section. The two resources shall serve as backups to one another to provide redundancy for critical functions and coverage during time off.

At a minimum, TO Contractor personnel under this TORFP shall perform the following:

2.3.8.1 System Administrator

- A. Perform modifications, enhancements or changes necessary to correct errors and operational modifications such that each item of software and hardware operates according to its documentation specifications and applicable service levels.
- B. Monitor systems on a periodic basis through appropriate tools to ensure that processing is performed efficiently.
- C. Reboot servers on a regular schedule for system maintenance.
- D. Immediately check and report on system health in response to user feedback that CCATS may be slow, unresponsive or returning system errors. In conjunction with MSDE and the CCATS System Engineering contractor, determine and implement corrective action.
- E. Advise and assist in improving the performance of the system, including recommending and implementing tools and procedures to diagnose and remediate slow performance.

- F. Develop and monitor file transfer scripts in Automizer or similar scripting system to move files from the CCATS Application Servers to the MSDE secure file server or the Annapolis Data Center mainframe, or other locations external to CCATS.
- G. Be responsible for full- authority (root) system administration accounts on CCATS servers. System accounts shall only be created at the request of MSDE with the specific privileges approved for the account.
- H. Ensure that system back-ups occur successfully and on schedule.
- I. Work with MSDE to assign IP addresses for the CCATS equipment, including servers, switches and routers, within a range of MSDE approved addresses.
- J. Participate in weekly status conference calls with the CCATS team and other conference calls as needed.

2.3.8.2 Database Management Specialist (Senior)

- A. Ensure that database backups occur successfully and on schedule.
- B. Advise and assist in improving the performance of the system, including recommending and implementing tools and procedures to diagnose and remediate slow performance.
- C. Immediately check and report on database health in response to user feedback that CCATS may be slow, unresponsive or returning system errors. In conjunction with MSDE and the CCATS System Engineering contractor, determine and implement corrective action.
- D. Provide physical Database Administrator support including highly technical expertise and support in the operation and production support of DB2; analyze, recommend and implement improvements in file organization. Indexing methods and security procedures for the CCATS applications; provide database tuning and performance monitoring; develop, implement and maintain database back-ups and recovery procedures for the processing environments and ensure that data integrity, security and recoverability are built into CCATS operation and maintenance.
- E. Prepare, maintain and monitor scripts, scheduled and automation for databases and maintain database back-up and recovery related scripts.
- F. Develop and monitor file transfer scripts in an MSDE approved scripting system to move files from the CCATS Application Servers to the MSDE secure file server or the Annapolis Data Center mainframe, or other locations external to CCATS.
- G. In conjunction with the Server Administrator, be responsible for full authority (root) system administration accounts on CCATS servers. System accounts shall only be created at the request of MSDE with the specific privileges approved for the account.
- H. Cooperate with third parties performing development and maintenance work on the systems software. Subject to security and confidentiality restrictions, provide such third parties with access to the data center and the use of equipment, software (other than Third Party software, if any, where the underlying license agreement does not authorize such access and the necessary consent cannot be obtained), other facilities, computer time and other resources used by TO Contractor to perform the services.
- I. Run daily updates of a CCATS Reporting Database from the operational database. The reporting database is in the same database structure as the operational database. The

database is used by MSDE analyst and interfaces to the agency data warehouse, who have view only access. There is a full data refresh daily. The TO Contractor shall provide technical assistance to MSDE personnel and contractors in accessing the reporting database.

- J. Maintain the DB2 audit facility to track critical database activity. Logs shall be provided to MSDE personnel weekly, or on a schedule approved by MSDE staff, for review. The TO Contractor shall provide technical assistance in the interpretation of log data to MSDE personnel upon request.
- K. Participate in weekly status conference calls with the CCATS team and other conference calls as needed.

2.3.8.3 Database Management Specialist (Junior)

- A. Ensure that database backups occur successfully and on schedule.
- B. Advise and assist in improving the performance of the system, including recommending and implementing tools and procedures to diagnose and remediate slow performance.
- C. Immediately check and report on database health in response to user feedback that CCATS may be slow, unresponsive or returning system errors. In conjunction with MSDE and the CCATS System Engineering contractor, determine and implement corrective action.
- D. Provide physical Database Management System (DBMS) support including highly technical expertise and support in the operation and production support of SQL Server; analyze, recommend and implement improvements in file organization. Indexing methods and security procedures for the CCATS applications; provide database tuning and performance monitoring; develop, implement and maintain database back-ups and recovery procedures for the processing environments and ensure that data integrity, security and recoverability are built into CCATS operation and maintenance.
- E. Prepare, maintain and monitor scripts, scheduled and automation for databases and maintain database back-up and recovery related scripts.
- F. Develop and monitor file transfer scripts in an MSDE-approved scripting system to move files from the CCATS Application Servers to the MSDE secure file server or the Annapolis Data Center mainframe, or other locations external to CCATS.
- G. In conjunction with the Server Administrator, be responsible for full authority (root) system administration accounts on CCATS servers. System accounts shall only be created at the request of MSDE with the specific privileges approved for the account.
- H. Cooperate with third parties performing development and maintenance work on the systems software. Subject to security and confidentiality restrictions, provide such third parties with access to the data center and the use of equipment, software (other than Third Party software, if any, where the underlying license agreement does not authorize such access and the necessary consent cannot be obtained), other facilities, computer time and other resources used by TO Contractor to perform the services.
- I. Run daily updates of a CCATS Reporting Database from the operational database. The reporting database is in the same database structure as the operational database. The database is used by MSDE analyst and interfaces to the agency data warehouse, who have view only access. There is a full data refresh daily. The TO Contractor shall

provide technical assistance to MSDE personnel and contractors in accessing the reporting database.

- J. Maintain the DBMS audit facility to track critical database activity. Logs shall be provided to MSDE personnel weekly, or on a schedule approved by MSDE staff, for review. The TO Contractor shall provide technical assistance in the interpretation of log data to MSDE personnel upon request.
- K. Participate in weekly status conference calls with the CCATS team and other conference calls as needed.

2.3.9 TO Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- B. The State shall be permitted limited user-specific application configuration settings.
- C. The TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
- D. All Upgrades and regulatory updates shall be provided at no additional cost.
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- F. The State requires that the Offeror price individual software modules separately.
- G. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.
- H. The Offeror shall install and provide all documentation for the software furnished under this Task Order.
- I. Material costs shall be passed through with no mark-up by the TO Contractor.
- J. The TO Contractor shall prepare software releases and stage at the Department for validation in the system test environment. The Department will provide authorization to proceed. The Department will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
- K. The Offeror shall provide manufacturer or provider's standard warranty for the item. Offeror shall identify the duration of the standard warranty. Any warranty period for goods and services will not commence until acceptance of the products or services by the Department. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State.

2.3.10 Required Project Policies, Guidelines and Methodologies

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

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

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

2.3.11 Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its TO Proposal.
- B. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See TORFP Section 5.4.
- C. No international processing for State Data: As described in Section 3.7 Security Requirements, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Consistent expiration dates: A PO for a service already being delivered to the Department under this TO Agreement shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.
- E. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under Section 5.4. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- F. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.
- G. In addition to any notices of renewal sent to the Department, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

2.3.12 Maintenance and Support

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

- A. Maintenance commences at the completion of all transition activities and upon approval by the State of successful completion of transition activities. Billing for such maintenance and support shall commence after 30 calendar days upon completion of all transition activities.
- B. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- C. Support shall be provided for superseded releases and back releases still in use by the State.
- D. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon:
 - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2) Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3) Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the TO Contractor and made available to its other customers.
- E. User support (Help Desk)
- F. TO Contractor shall furnish Help Desk services to address any CCATS issues that may arise during the course of the Task Order.
- G. Help Desk services are available during the hours.
- H. TO Contractor shall utilize a help desk system, approved by MSDE, to record and track all help desk calls. The help desk system shall record the date and time the help desk request was submitted.

2.3.12.1 Technical Support

- A. "Technical Support" means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. Technical Support shall be available during the hours indicated in Section 2.3.1.D.
- C. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365/366 days per year.

- D. TO Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
- E. TO Contractor shall return calls for service of emergency system issues (see **Section 2.6 Service Level Agreement**) within one (1) hour.
- F. Calls for non-emergency IT service requests shall be returned within three (3) hours or immediately the following day if after the hours indicated in Section 2.3.1.D.
- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.12.2 Backup

The TO Contractor shall:

- A. Perform backups of the web, application, and database servers on a regular basis using the tools and procedures provided by MSDE. This shall include daily incremental backups and full weekly backups of all volumes of servers.
- B. Retain daily backups for one (1) month unless MSDE specifically authorizes a different period;
- C. Store daily backups off-site.
- D. Store full weekly back-ups off-site at a secure location by the TO Contractor and at MSDE.
- E. Advise and assist MSDE in maintaining an effective back-up and disaster recovery system, developing and documenting recovery procedures and participating in scheduled tests of recovery procedures.
- F. House the development /QA environment at MSDE will be located offsite with production, testing and training environments. These servers must be included in the back-up program.
- G. Send the weekly backup electronically to a facility designated by the State;
- H. Encrypt the backups using a shared key;
- I. Perform a backup recovery at least semi-annually in corporation with MSDE. The test will include the full CCATS Internal Staff and Administrative application and the Public Portal when implemented. DoIT will determine the target environment(s) for recovery which may be, to a virtual server at the TOC Contractor facility or another location arranged by MSDE.
- J. Recommend improvements to back-up procedures and the CCATS disaster recovery plan, based on back-up recovery test;
- K. Provide on demand support for the State's recovery of a backup set.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. If required by the TO Manager, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:

https://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf

- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio using a version approved by the TO Manager. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- E. At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.

- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. 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.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
1.0	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel, with tasks no less than 4 hours.	Initial Delivery: NTP+ 10 Business Days Updates: Weekly
2.0	Transition-In Plan and Implementation	System Transition Plan shall address: <ul style="list-style-type: none"> • Outline of the process, steps, and materials needed for successful system network transition. • Transportation of Equipment • Staffing provisions • Communications • Security access and system connectivity • Hardware/software and office administrative needs • Attaining knowledge of standard operating procedures to maintain CCATS application and database and the MSDE network 	Initial Delivery: NTP+ 10 Business Days Implement at TO Contractor facility: NTP+ 60 days Update: As directed

		<ul style="list-style-type: none"> • Demonstration of team’s operational readiness to undertake maintenance and support • Transition schedule in MS Project, clearly indicating system availability • Risk Assessment Implementation is completed when: <ul style="list-style-type: none"> ○ Servers power up without error, ○ Production, User Acceptance Testing and Training environments are available, • For all environments <ul style="list-style-type: none"> ○ Database is operational, ○ Application is accessible and will process online and batch transitions in each major program area, ○ Business Objects Reports are operational. • Updated Operations and Procedures Manual is accepted • Updated Security Plan is accepted • Incident Escalation Plan is accepted • Configuration and Lifecycle Management Program is accepted. 	
3.0	Security/Incident Escalation Plan	<p>The Incident Escalation Plan shall include:</p> <ul style="list-style-type: none"> • The emergency contact procedure for non-business hour support to enable the agency to contact TO Contractor personnel for assistance with critical issues at any time 24 hours a day, 7 days a week, 365 days in a year. • Procedures to meet the Service Level Agreement (SLA) requirements as described in Section 2.6. 	<p>Initial Delivery: Upon receipt of NTP</p> <p>Update: As directed</p>
4.0	Transition-Out Plan	<p>The Transition-out Plan shall include:</p> <ul style="list-style-type: none"> • Staffing concerns/issues related to the closeout of the TO. • Communications and reporting process between the TO Contractor and the TO Manager during transition; • Security and system access: review and closeout as needed; • Hardware/Software inventory including manufacturer, product identification such as model number/ 	<p>Delivery: Due ninety (90) days prior to end of the Task Order agreement or within seven (7) days of being notified by the TO Manager.</p>

		<p>serial number, product description and MSDE inventory control number.</p> <ul style="list-style-type: none"> • Knowledge transfer provisions. • Documentation of risk factors and suggested solutions. • Delivery of all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager. • Complete daily and weekly back-ups as of the final date of transition back to the State or State’s Agent, but no later than the final date of the TO. 	
5.0	Operations and Procedures Manual Inputs	Documents the information required in the System Administration Manual of the SDLC and other material necessary to effectively manage CCATS.	<p>Updated within 30 days following a significant change.</p> <p>As needed and directed by TO Manager.</p>
6.0	Monthly Report	<p>Provides information on the following:</p> <ul style="list-style-type: none"> • Uptime for each virtual server in use during the month. • Help desk case activity. • Change request activity. • Back-up activity and size. • System resource utilization • Usage levels by day and time based on web log data. • The status of each of the deliverables. • The status of attainment of service level agreements. 	<p>Delivery: Due by the fifth (5) business day after the end of the previous month.</p> <p>The acceptance of the monthly report with deliverable status is the basis for the monthly fixed price payment.</p>
7.0	DB2 Audit Report	The audit report output shall be provided weekly to MSDE security personnel.	The next business day following the end of the week being reported.
8.0	File Transfers	Scheduled file transfers for external partners are completed on schedule.	Transfers are scheduled to occur daily, weekly and monthly.
9.0	Back-ups	Back-ups of the active application and database servers are made on schedule and stored in the correct location using the tools and procedures provided by MSDE.	At a minimum, incremental back-ups shall be made daily and full back-ups weekly.
10.0	Bi-Annual Recovery Test	At least twice each year a recovery test is conducted of all production systems.	Scheduled in conjunction with

			MSDE within each 12-month period.
11.0	Annual SOC 2 Audit of Hosting Services	At least once each year the hosting facility obtains an independent review and provides a copy of the report to MSDE. At least once each year the TO Contractor shall obtain an independent review and provide a copy of the report to MSDE.	Within each 12-month period.

2.5 Optional Features, Future Work

2.5.1 Migration to Cloud Hosting (T&M)

- A. During the term of this task order, MSDE may decide to move the Development/Quality Assurance environments to the same hosting platform as Production, Testing and Training. This would consolidate hosting and remove the Development/Quality Assurance servers from the MSDE data center. Therefore a potential change order may include the addition of hosting and administrative support for the Development/Quality Assurance servers.
- B. Support MSDE in migrating from SQL Server and/or DB2 to another DBMS (database management system) that is consistent with the state's cloud infrastructure.

2.5.2 Change Orders

- A. If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change.
- B. For example, a Change Orders may be initiated if MSDE decides to migrate to cloud hosting and there is a substantive change in the scope of duties.
- C. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.
- D. MSDE is in the process of modernizing the CCATS application which may affect batch jobs, interface and database management.

2.6 Service Level Agreement (SLA)

2.6.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- B. “Problem resolution time” is defined as the period of time from when the help desk request is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in **Attachment B, TO Financial Proposal Form.**

2.6.2 SLA Requirements

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.6.8**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- E. The Department shall make the final determination regarding Problem severity.
- F. TO Contractor shall review any Problem with Department to establish the remediation plan and relevant target dates.
- G. Endeavor to maintain the CCATS application in a fully operational condition for active virtual servers across all environments. MSDE may request a corrective action plan for failure to meet SLA standards. Service levels should meet to following resolution response criteria:

Service Levels	Phone Response	Resolution	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs. a day	Urgent is defined as any problem which disrupts the use or threatens to disrupt the use of the production system (1) for the staff application during the hours of 7:00am to 6:00pm Monday to Friday or (2) for the public web portal 24x7x365.
High	1 hour	4 hours	7 days/week, 24 hrs. a day	High is defined as any problem that disrupts the use or threatens to disrupt the use of production, UAT or training environments at any time of day.
Normal	1 hour	1 work day	5 days/ week, Mon.-Fri, 8am-4:30pm	Normal is defined as other activities to migrate minor problems, prevent problems or proactively keep the system in excellent operating condition and do not disrupt business use of the application. On-site response to calls after 1pm may be by 9am the next morning.

2.6.3 Service Level Agreement Service Credits

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order, provided, however, that due account shall be taken of any adjustment of

specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

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

2.6.4 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period.

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

2.6.5 Service Level Reporting

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available by the 5th business day of the month.

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

2.6.6 Credit for Failure to Meet SLA

TO Contractor's failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

From time to time, MSDE may establish critical priorities for compelling reasons such as essential customer service, compliance with new legal and regulatory mandates or other reasons. If these priorities are determined to divert resources from compliance with the SLA, the MSDE TO Manager may waive the SLA requirement for a limited period of time. Such waivers must be in writing and document the timeframe and the reasons for the waiver of the SLA requirement.

2.6.7 Root Cause Analysis

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

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

2.6.8 Service Level Measurements Table (System performance)

The TO Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time- Urgent	Average Response Time for Urgent Priority Problems.	98% <15 minutes	1%
2	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <1 hour	1%
3	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
4	Problem Resolution Time -Urgent	Resolution Time for each Urgent Priority Problem	98% <1 hour	1%
5	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
6	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
7	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
8	Scheduled Downtime/ Maintenance	Scheduled production maintenance and downtime shall only occur during non-business hours*. The TO Contractor shall provide 14 calendar days’ notice prior to any scheduled downtime for any environment.	<6 hours each month	1%
9	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. TO Contractor shall minimize or eliminate unscheduled downtime to .5% or less.	<99.5%	5%
10	Notification of Security Incident	Notification of a Security Incident within 15 minutes of identification.	15 minutes	1%

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
11	Security Incident Reporting	Security incident reporting requirement in 60 minutes or 1 hours	1 hours	1%

*See definition of Normal State Business Hours.

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Task Order, provided that such reallocation will not exceed the cap identified in **Section 2.6.6.**

2.6.9 Problem Response Definitions and Times

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

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

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Urgent	Less than 15 minutes	Within 1 hour of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired.
High	Within 1 hour	Within 4 hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users. Affects high profile users (i.e. executive management)
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements (Fixed Price)

- A. TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution. TO Contractor shall also provide an updated Transition Plan describing transition activities.
- B. The TO Contractor shall perform transition-in activities starting at Notice to Proceed (NTP).
- C. The TO Contractor shall submit a transition plan within five (5) business days following the receipt of the NTP. The transition plan shall address, as applicable:
 - 1) Transportation of Equipment,
 - 2) Staffing provisions,
 - 3) Communications,
 - 4) Security access and system connectivity,
 - 5) Hardware, software and office administrative tools needed external to CCATS,
 - 6) Attaining knowledge of standard operating procedures to maintain CCATS application and database and the MSDE network,
 - 7) Demonstration of team's operational readiness to undertake maintenance and support,
 - 8) Transition schedule, clearly indicating system availability, and
 - 9) Risk Assessment.
- D. Transition-in activities shall include all necessary tasks to ready the system for production at, if applicable, a new hosting facility and to be supported by TO Contractor personnel.
 - 1) TO Contractor shall physically transport, install, test and implement the CCATS servers and equipment to the TO Contractor facility from the current location in Baltimore, MD (full address provided after contract award).
 - 2) TO Contractor shall coordinate with MSDE Network Support regarding the assignment of Internet Protocol (IP) addresses including Network Address Translation (NAT) addresses and network Maryland Statewide Government Intranet (SwGI) addresses to test external interfaces with partner agencies.
 - 3) TO Contractor shall insure equipment during transport.
 - 4) Re-location of the equipment at the TO Contractor facility shall be planned to minimize disruption during the hours of 6:30 AM to 8:00 PM (local time), Monday to Friday. Any anticipated down time within these hours shall be requested in advance and pre-approved by the TO Manager.
 - 5) The TO Contractor shall provide for knowledge transfer from existing CCATS personnel to maintain continuity of support. Knowledge transfer activities will include review of system documentation, interviews with the current System Administrator and Database Administrator, interviews with the CCATS System

Engineering contractor technical lead, and interviews with MSDE Office of Information Technology (OIT) personnel.

- E. Prior to completing transition-in, the TO Contractor shall demonstrate (or deliver):
- 1) Updated Security Plan including descriptions of:
 - a) Facility restrictions on information access and disclosure to provide the means for protecting personal privacy.
 - b) Procedures to guard against improper information modification or destruction, and to ensure information authenticity.
 - c) Plans for protected access in accordance with guidelines at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.
 - d) The breach of security action plan.
 - 2) Incident Escalation Plan including descriptions of:
 - a) The emergency contact procedure for non-business hour support to enable the agency to contact TO Contractor personnel for assistance with critical issues at any time, 24 hours a day, 7 days a week, 365/366 days a year (24x7x365/366).
 - b) Procedures to meet the Service Level Agreement (SLA) requirements in Section 2.6.9.
 - 3) Setup and configuration of all environments in an updated CCATS Operations and Procedures manual which includes descriptions of:
 - a) Standard operating procedures for the data center and the CCATS application.
 - b) The configuration and lifecycle management program for all supported hardware and software.
 - 4) Backup and Recovery services implemented per requirements.
 - 5) The TO Contractor shall perform an assessment/inventory on existing hardware, software, and configurations.
 - 6) Configuration, account, and system security settings shall be the same as for the existing hosting facility, unless approved by MSDE.
- F. The TO Contractor shall schedule a weekly Transition Status meeting with MSDE and other contractors invited by MSDE. The weekly meeting may be in person or by conference call.
- G. The TO Contractor shall schedule a Final Transition Status meeting as the transition stage gate review to obtain MSDE approval to assume responsibility for CCATS hosting and other activities.

3.2 End of Task Order Transition (Fixed Price)

The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 90 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end of contract transition to the State or another State agent. Examples of these activities include final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, update work plans and final invoices.
- C. Maintain the services called for by the Task Order at the required level of proficiency;
- D. Provide updated System Documentation, as appropriate; and
- E. Provide current operating procedures (as appropriate).

The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan within seven (7) days of being notified by the TO Manager of a final Task Order end date but not less than 120 Business Days in advance of Task Order end date.
- B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Task Order;
 - 2) Communications and reporting process between the TO Contractor, MSDE and the TO Manager;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to MSDE or a designee. Hardware/software inventory shall include manufacturer, product identification such as model number/serial number, product description and MSDE inventory control number;
 - 5) Any final training/orientation of Department staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department;

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

3.2.1 Return and Maintenance of State Data

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

3.3 Invoicing

3.3.1 Definitions

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

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager at: Teresa.lewis1@maryland.gov.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned TO Agreement number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide MSDE with all required deliverables within the time frame

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

3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule: Invoices are due by the 15th of the month following the month in which services were performed.

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

3.3.4 Time and Materials Invoicing

Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: DPAF for each deliverable being invoiced (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>) and/or signed timesheet as described below. Include for each person covered by the invoice the following, individually listed person: name, hours worked, hourly rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.

Time Sheet Reporting

- A. 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 Task Order.

- B. At a minimum, each semi-monthly timesheet shall show:
- 1) Title: “Maryland State Department of Education Contractor Work Log”
 - 2) Division, Office or Agency: “MSDE”
 - 3) For each Contractor /resource:
 - a) Contractor / resource name
 - b) 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.
 - i) Tasks completed that week and activities performed.
 - ii) Number of hours worked each day. Identifying begin time, lunch and end time.
 - iii) Total number of hours worked that Period
 - iv) Issuing Vendor Name
 - v) TO Manager Name
 - vi) Contract Number
 - vii) From (Begin Date) and To (End Date) of the timesheet
 - viii) Signature and date lines for the TO Manager
 - 4) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

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

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

MBE Liquidated damages are identified in **Attachment M**.

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. The TO Contractor shall support the implementation of DOIT backup and recovery services. Currently DoIT is using CommVault. Backups are maintained locally and on DoIT servers in College Park, Maryland.
- B. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- C. The TO Contractor shall have robust contingency and recovery plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- D. The contingency and recovery plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- E. The TO Contractor shall test the contingency and recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations. The TO Contractor shall send TO Manager a notice of completion following completion of recovery testing.
- F. Such contingency and recovery plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.
- G. TO Contractor shall assist in development of procedures for off-site recovery and may be required to include off-site recovery in annual tests. The service levels shall include both the proposed recovery time and the recovery point.

3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or

- 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.1 Cyber Security / Data Breach Insurance

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

3.7 Security Requirements

3.7.1 Employee Identification

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

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work OR Within forty-five (45) days after NTP, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:
- B. A Maryland and FBI Criminal Justice Information System criminal history record check.
- C. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- D. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- E. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- F. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) within 45 days of notice to proceed.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

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

3.7.4 Information Technology

The TO Contractor shall:

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

3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.

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

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

Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.7.6 Access to Security Logs and Reports

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

3.7.7 Security Plan

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.
- C. If any Security Plan information, including procedures, are different based on a Task Order, TO Contractor shall furnish such differences to the respective TO Manager.

3.7.8 Security Incident Response

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

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

3.7.9 Data Breach Responsibilities

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

Provisions in Sections 3.7.1 – 3.7.9 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.9 (or the substance thereof) in all subcontracts.

3.8 RESERVED

3.9 SOC 2 Type 2 Audit Report

- 3.9.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.
- 3.9.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling Sensitive Data and/or the Department's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date" for the preceding calendar year.
 - B. The SOC 2 Audit shall report on TO Contractor's system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Processing Integrity, Security, Availability, Confidentiality, and Privacy – as defined in the aforementioned Guidance.
 - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
 - D. The scope of the SOC 2 Report shall include work performed by any Relevant subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the TO Agreement. The TO

Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.

- E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the Department.
- F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.
- G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.
- H. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- I. If the TO Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

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

3.10 Performance and Personnel

3.10.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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.

TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

- A. 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.

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

3.10.2 Offeror Experience

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Demonstrated knowledge of or managing database projects for State and/or Federal clients.
- B. Prior senior level experience handling physical migration of software/hardware systems from one location to another.
- C. Breadth of knowledge in managing a database network involving multiple interfaces and clients.
- D. At least five (5) years of demonstrated experience providing hosting or data center support services to government entities with at least 2,500 end-users. Sub-contractor experience may be included to meet this requirement.
- E. At least one (1) engagement providing security services including both networking and system security.
- F. At least one (1) engagement providing disaster recovery and business continuity planning and services.

3.10.3 Personnel Experience

TO Contractor personnel shall have the capability to collectively provide the services described in this section. The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

The TO Contractor shall provide one (1) Administrator, Systems.

In addition to the CATS+ labor category requirements, the Administrator, Systems shall have:

- At least 5 years of experience in administering servers running J2EE and Websphere or Weblogic applications,

- At least 3 years of experience with Business Objects
- At least 5 years of experience administering software applications on the Windows operating system.

The TO Contractor shall provide one (1) Database Management Specialist (Senior).

In addition to the CATS + labor category requirements, the Database Management Specialist (Senior) shall:

- Be a certified DB2 Database Administrator and
- Have at least six (6) years of experience in DB2.

The TO Contractor shall provide one (1) Database Management Specialist (Junior).

In addition to the CATS + labor category requirements, the Database Management Specialist (Junior) shall:

- Be a certified SQL Server Database Administrator
- Have at least three (3) years of experience with SQL Server Database.

3.10.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly three (3) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.5 Key Personnel Identified

- A. For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.10** and **Appendix 4**.
 - 1) Administrator, Systems
 - 2) Database Management Specialist (Senior)
 - 3) Database Management Specialist (Junior)

3.10.6 Labor Categories

- A. The Labor Categories are identified and described in Appendix 4. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.10.7 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.10.8 Substitution of Experience for Education

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

3.10.9 TO Contractor Personnel Maintain Certifications

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

3.10.10 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support contract hours.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the Department infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to Department non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- F. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts

outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

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

3.11 Substitution of Personnel

3.11.1 Directed Personnel Replacement

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

3.11.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such

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

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

3.11.3 Substitution More Than 30 Days After Task Order Execution

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.12 Minority Business Enterprise (MBE) Reports

There are no MBE goals for this procurement.

3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.14 Additional Clauses

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

3.14.1 TORFP Subject to CATS+ Master Contract

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

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;

- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

3.14.2 Contract Management Oversight Activities

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

3.14.3 Source Code Escrow

Source code Escrow does not apply to this Task Order.

3.14.4 Purchasing and Recycling Electronic Products

- A. State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the DoIT. This information is located on the DGS web site: <http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.
- B. 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>.
- C. 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.

3.14.5 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.14.6 No-Cost Extensions

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

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.

Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

4.2 Questions

All questions shall identify in the subject line the Solicitation Number and Title (MSDE-DEC-20-002 - (CCATS) Server Hosting and Administration), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.

Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.

The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

Requests for extension of this date or time shall not be granted.

Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

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

4.5 Oral Presentation

Oral presentations nor interviews will be held for this solicitation.

4.5.1 Down-Select Procedure

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

- A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

There are no MBE participation Goals for this procurement

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to the Contract due to federal funding (see Attachment F).
- 4.10.2 The total amount of federal funds allocated for the Maryland State Department of Education Division of Early Childhood (DEC) is \$46,001,247.00 in Maryland State fiscal year 2020. This represents 75.8 % of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The Contract contains federal funds. The source of these federal funds is: Child Care Mandatory and Matching Funds of the Child Care and Development Fund. The CFDA number is: CFDA 93.596. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment F. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

4.11 Conflict of Interest Affidavit and Disclosure

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

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

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

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

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (Offeror)

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

4.13 HIPAA - Business Associate Agreement

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

4.14 Iranian Non-Investment

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

4.15 Mercury and Products That Contain Mercury

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

4.16 Location of the Performance of Services Disclosure

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

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

This solicitation is designated as a Small Business Reserve (SBR) set-aside solicitation.

4.19 Small Business Reserve (SBR) Procurement

4.19.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract.

4.19.2 For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:
 - a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;
 - c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons; and
 - 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;

- d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
- D. Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
- E. Further information on the certification process is available at eMaryland Marketplace Advantage.
- 4.19.3 Ineligible Proposals. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- 4.19.4 Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

4.20 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.3 TO Proposal Packaging and Delivery

TO Proposals delivered by facsimile shall not be considered.

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

Offerors may submit TO Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

- A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

Two Part Submission: Offerors shall provide their TO Proposals in two separately sealed and labeled packages as follows:

- A. TO Technical Proposal consisting of:
 - 1) One (1) original executed TO Technical Proposal and all supporting material marked and sealed,
 - 2) Three (3) duplicate copies of the above separately marked and sealed,
 - 3) The TO Technical Proposal in searchable Adobe PDF format, and
 - 4) A second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4**).
- B. TO Financial Proposal consisting of:
 - 1) One (1) original executed TO Financial Proposal and all supporting material marked and sealed,
 - 2) Three (3) duplicate copies of the above separately marked and sealed,
 - 3) A second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4**).

Affix the following to the outside of each sealed TO Proposal. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State's preference is for the separately sealed Technical and TO Financial Proposals to be submitted together in a single package to the TO Procurement Officer and including a label bearing:

- o TORFP title and number,
- o Name and address of the Offeror, and
- o Closing date and time for receipt of TO Proposals

Label each electronic media (CD, DVD, or flash drive) on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

5.4 Volume I - TO Technical Proposal

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

1. In addition to the instructions below, responses in the Offeror's TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

2. The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2) Proposed Work Plan: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and plan for execution. The proposed plan shall be organized to exactly match the requirements outlined in Sections 2-3.
 - 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
 - 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
 - 5) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 6) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
 - 7) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its TO Proposal
 - 8) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
 - 9) The Offeror shall provide a Backup solution/ strategy recommendation as part of its TO Proposal.
 - 10) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
 - 11) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
 - 12) The Offeror shall include an SLA in its TO Proposal.
 - 13) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor

and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 2 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this noncompete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

14) Details for each offering:

If applicable, offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.

The Offeror shall provide the following information for each offering:

- a) Offering Name
- b) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner)
- c) Manufacturer
- d) Short description of capability
- e) Version (and whether version is limited in any way)
- f) License type (e.g., user, CPU, node, transaction volume)
- g) Subscription term (e.g., annual)
- h) License restrictions, if any
- i) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting
- j) Continuity of operations and disaster recovery plans for providing service at 24/7/365/366 level
- k) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their TO Technical Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats.
- l) Any processing or storage of data outside of the continental U.S. (see Security Requirements for limitations)
- m) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services)

agreement, master agreement) – see also Section 5.4 Additional Required Submissions.

- n) Compatibility with Single Sign-On systems (e.g., SecureAuth);
- o) APIs offered, and what type of content can be accessed and consumed.
- p) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades.
- q) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time).
- r) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also Section 3.9.
- s) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - i) procedures for and requirements for hiring staff (such as background checks),
 - ii) any non-disclosure agreement TO Contractor Personnel sign,
 - iii) whether the service is furnished out of the continental U.S. (see Security Requirements 3.7),
 - iv) Certifications such as FedRAMP,
 - v) Third party security auditing, including FISMA,
 - vi) Published Security Incident reporting policy, and
 - vii) Cybersecurity insurance, if any, maintained.
- t) Offerors shall clearly indicate which features are part of the base offering and which include additional charges.

B. Proposer Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly three (3) Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Personnel Resume Form.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
- 5) Provide 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) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

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

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

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

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

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

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

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

- J. Additional Submissions:
- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
 - 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
 - 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
 - 4) If applicable, a Letter of Authorization shall be on the authorizing entity’s letterhead or through the authorizing entity’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

The TO Financial Proposal shall contain all price information in the format specified in **Attachment B - Financial Proposal Form**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.

The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor’s TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);

Attachment B– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.

To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.

Prices shall be valid for 120 days.

6 Evaluation and Selection Process

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

6.1 Evaluation Committee

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

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

6.2 TO Technical Proposal Evaluation Criteria

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

Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4)

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

Experience and Qualifications of Proposed Staff (See TORFP § 5.4)

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

Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4)

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

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.5 Documents Required upon Notice of Recommendation for Task Order Award

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

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

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

7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

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

For documents required as part of the proposal:

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

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

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

Table 2: TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	Before TO Proposal	B	TO Financial Proposal Instructions and Form
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	With TO Proposal	K	Mercury Affidavit
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	P	Certification Regarding Investment in Iran
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit

Applies?	When to Submit	Label	Attachment Name
Y	With Proposal	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
Additional Submissions			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPluS/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

A TO Solicitation Number MSDE-DEC - 20-002

The TO Pre-proposal conference will be held on 6/18/2020 at 12:30 PM local time, via conference call. Join by phone : (US) +1 502-480-3276 PIN: 288 668 302#

Please return this form by 6/15/2020 advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Robin Harding
MSDE
E-mail: Robin.harding1@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees (Check the TORFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

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

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment B. TO Financial Proposal Instructions & Form

Please see the MS Excel sheet attached to this solicitation and titled, “MSDE CCATS_Hosting and System Maintenance Pricing”.

Attachment C. Minority Business Enterprise (MBE) Forms

This Solicitation does not include an MBE goal.

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

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

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

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

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

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

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. MSDE-DEC-20-002

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment F. Federal Funds Attachments

Please use this link:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>

Attachment G. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment H. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through MARYLAND STATE DEPARTMENT OF EDUCATION (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for (CCATS) Server Hosting and Administration Solicitation # MSDE-DEC-20-002; and

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

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

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

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

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

TO Contractor:

MSDE

By:
(seal)

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

I-3 ALTERNATE NON-DISCLOSURE AGREEMENT (FOR SAAS)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for (CCATS) Server Hosting and Administration Solicitation # MSDE-DEC-20-002; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who: (a) have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement, (b) to whom it has advised of the terms of this Agreement, and (c) who have agreed in writing to be bound by the terms of this Agreement. TO Contractor shall cause the TO Contractor’s Personnel to whom Confidential Information is disclosed to comply with the terms of this Agreement, and it shall be responsible for such compliance and fully liable for any failure to comply.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or who will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

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

TO Contractor: _____

DoIT

By: _____ (SEAL)

By:

Printed Name: _____

Printed Name:

Title: _____

Title:

Date: _____

Date:

Attachment I. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment J. Mercury Affidavit

This solicitation does not require a Mercury Affidavit.

Attachment K. Location of the Performance of Services Disclosure

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

Attachment L. Task Order

CATS+ TORFP# MSDE-DEC-20-002 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means Maryland State Department of Education, as identified in the CATS+ TORFP # MSDE-DEC-20-002.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # MSDE-DEC-20-002, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Robin Harding. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between MSDE and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Jennifer Nizer. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

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

Hosting services may be terminated with 90 days notice, if MSDE decides to migrate hosting to cloud services.

4. Consideration and Payment

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

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

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

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

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MSDE

By: Robin Harding, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

Attachment M. RESERVED

Attachment N. RESERVED

Attachment O. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. – Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. Child Care Administrative Data Analysis (CCADA) Grants - These grants, provided by the U.S. Department of Health & Human Services, fund research and evaluation activities that primarily involve the analysis of child care administrative data.
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- H.
- I. Effective Date - The date of mutual TO Agreement execution by the parties
- J. Electronic Licensing Inspection System (ELIS) – Web-based application that tracks and manages the licensing inspection of child care facilities State-wide.
- K. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- L. Excellence Counts in Early Learning and School Age Care (EXCELS) - A set of program standards for the design of a revised Tiered Quality Rating and Improvement System for childcare providers in Maryland.
- M. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- N. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- O. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- P. 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.
- Q. Maryland State Department of Education or (MSDE or the “Department”)
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

- S. 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.
- T. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- V. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Office of Child Care (OCC) – Office within the Division of Early Childcare that works to support and guide early education and child care so that every young child in Maryland has a strong foundation and will be ready for kindergarten. OCC inspects and licenses all child care centers and family child care providers in the state and oversees Maryland’s subsidized child care program, the state’s Child Care Credentialing System, and Maryland EXCELS.
- Y. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- Z. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- AA. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- BB. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information

- CC. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- DD. SLA Activation Date- The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- EE. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- FF. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- GG. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- HH. State – The State of Maryland.
- II. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- JJ. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- KK. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).

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

Appendix 2. – Offeror Information Sheet

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

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the ____ (Master Contractor) _____ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT MSDE-DEC-20-002 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.
2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose agency, please pick one: **the resource that best fits the specified CATS+ Labor Category**. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume Summary and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 4A)** and the **Personnel Resume Form (Appendix 4B)** for each resource proposed. Alternate resume formats are not allowed.
 - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 4B)** demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum**

Qualification Summary shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

Every experience listed on the **Minimum Qualifications Resume Summary** must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- b. The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each **Personnel Resume Summary** if it aids a full and complete understanding of the individual proposed.

4A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # MSDE-DEC-20-002

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form Appendix 2B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form Appendix 2B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form Appendix 2B</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form Appendix 2B	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor
 Representative:**

Proposed Individual:

 Signature

 Signature

 Printed Name:

 Printed Name

 Date

 Date

4B. Labor Classification Personnel Resume Summary

TORFP # MSDE-DEC-20-002

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor: (offerorCompanyName)

Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
--	------------------------

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
---	------------------------

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Offeror to Enter the Labor Category Name</i>
Requirement (See Section 2	Candidate Relevant Experience *
Education: [Insert the education description from Section 2 for the applicable labor category]	Education:
Experience: [Insert the experience description from Section 2 for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section 2 for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form