TASK ORDER REQUEST FOR PROPOSALS (TORFP)

MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE) SOLICITATION NUMBER R00B0600011

SYSTEM OPERATION AND MAINTENANCE SUPPORT FOR MARYLAND ACCOUNTABILITY & REPORTING SYSTEM (MARS) AND MARYLAND DIRECT CERTIFICATION SYSTEM (MDCS)

ISSUE DATE: JANUARY 21, 2021

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

System Operation and Maintenance Support for Maryland Accountability & Reporting System (MARS) and Maryland Direct Certification System (MDCS)

CATS+ TORFP

Solicitation #: R00B0600011

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

Solicitation Title:	System Operation and Maintenance Support for Maryland Accountability & Reporting System (MARS) and Maryland Direct Certification System (MDCS)
Solicitation Number (TORFP#):	R00B0600011
Functional Area:	**Functional Area 5 - Software Engineering**
TORFP Issue Date:	January 21, 2021
TORFP Issuing Office:	Maryland State Department of Education (MSDE or the "Department")
Department Location:	Nancy S. Grasmick State Education Building 200 W. Baltimore Street Baltimore, MD 21201
TO Procurement Officer: **e-mail:** **Office Phone:**	Robin Harding 200 W. Baltimore Street, Baltimore, MD 21201 robin.harding1@maryland.gov
TO Manager: **e-mail:** **Office Phone:**	Anthony Palcher, PMP 200 W. Baltimore Street anthony.palcher@maryland.gov (410) 767-3689
TO Proposals are to be sent to:	robin.harding1@maryland.gov
TO Pre-proposal Conference:	February 5, 2021 at 2:00 PM Local Time Google Meet dial in: 1-617-675-4444 pin# 4487125982983# See **Attachment A** for instructions.

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TO Proposals Due (Closing) Date and Time:	~~March 4, 2021 by 5:00 PM Local Time~~ March 11,2021 @ 5:00 PM Local Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **Section 5**).
MBE Subcontracting Goal:	25%
VSBE Subcontracting Goal:	0%
Task Order Type:	Firm Fixed Price with Time and Materials
Task Order Duration:	Five (5) year base period commencing from the Effective Date
Primary Place of Performance:	TO Contractor's location
SBR Designation:	**No**
Federal Funding:	**Yes**
Questions Due Date and Time	February 11, 2021 4:00 PM Local Time

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1   Minimum Qualifications

1.1   Offeror Minimum Qualifications

There are no minimum qualifications.

1.2   Offeror Key Personnel Minimum Qualifications

Offeror shall propose four candidates as "Key Personnel". These Key Personnel shall meet the following 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.

1.2.1 Integration Specialist

These requirements supersede the qualifications of their respective labor category description as found in **CATS + RFP Section 2.10.3 Analyst, Computer Software/Integration (Senior)** (http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf).

    A. Bachelor Degree in Computer Science or a related field

1.2.2 Project Manager

These requirements supersede the qualifications of their respective labor category description as found in **CATS + RFP Section 2.10.95 Project Manager** (http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf).

    A. Current Project Management Institute (PMI) Certified Project Management Professional and at least one current certification in the following :
        1) PMI-Agile Certified Practitioner (ACP)
        2) Certified Scrum Master (CSM)
        3) Certified Product Owner (CSPO)
        4) Certified Developer (CSD)
        5) Professional Scrum Master (PSM)
        6) Professional Scrum Product Owner (PSPO)
        7) Professional Scrum Developer (PSD)
        8) Scaled Agile Framework (SAFe)
        9) Disciplined Agile Delivery (DaD)
        10) Large-Scale Scrum (LeSS)

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1.2.3 Lead Quality Assurance Specialist

These requirements supersede the qualifications of their respective labor category description as found in **CATS + RFP Section 2.10.98 Quality Assurance Specialist** (http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf).

    A. Bachelor Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, or Business.

1.2.4 Lead Web Developer

These requirements supersede the qualifications of their respective labor category description as found in **CATS + RFP Section 2.10.78 Internet/Intranet Site Developer (Senior)** (http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf).

    A. Bachelor Degree in Computer Science or a related field AND three years of system and/or programming experience.

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2   TO Contractor Requirements: Scope of Work

2.1   Summary Statement

The Maryland State Department of Education (MSDE or the "Department") is issuing this CATS+ TORFP in order to obtain one (1) Master Contractor and their Minority Business Enterprise (MBE) Partner to provide labor and supervision for Operations and Maintenance (O&M) support activities for the Maryland Accountability & Reporting System (MARS) and Maryland Direct Certification System (MDCS) applications, also referred to as, "the Systems". Specifically, the Office of School and Community Nutrition Programs (OSCNP) seeks experts to maintain, operate, and implement modifications to these two critical applications supporting the mission of OSCNP. The primary objective of this TORFP is to maintain the stability and responsiveness of the Systems and enable OSCNP staff and its customers to certify and reimburse qualified customers participating in Federal and State funded food programs. Through Work Orders, the TO Contractor will perform the following:

A. Modify source code and software configurations,
B. Implement updates and enhancements,
C. Resolve production issues,
D. Implement updates,
E. Maintain and improve system and data security,
F. Host release management meetings and software deployment efforts,
G. Maintain secure virtual development and quality assurance environments for each of the Systems,
H. Resolve performance issues, and
I. Enhance the intranet and extranet web-based solutions hosted by MSDE as more fully described in this CATS+ TORFP.

MSDE intends to award this Task Order to one (1) Master Contractor with demonstrated history of successfully managing similar projects, and that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.

MSDE anticipates issuing a Work Order immediately upon Task Order award for the key personnel and additional resources in accordance with the Work Order Process. The initial Work Order will address the Operations and Maintenance activities as described in Section 3.13. The TO Contractor will respond with a resource team capable of delivering the services in the Work Order while meeting the Service Level Agreements (SLA) established in Section 3.13.

Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Master Contractor awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirements, or design thereof.

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A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

MSDE Mission

Under the leadership of the State Superintendent of Schools and guidance from the Maryland State Board of Education, MSDE develops and implements standards and policies for education programs from pre-kindergarten through high school. MSDE has been recognized for its leadership and innovative solutions in the OSCNP for the support of Nutrition Program agencies and their sites throughout the State.

MSDE OSCNP Organizational Principles

A.   Provide quality products and services to all customers,

B.   Embrace the mission of the following United States Department of Agriculture (USDA) and the State Maryland Nutrition Programs:

1)   School Meals

2)   Special Milk

3)   Summer Food Service Program

4)   Family Child Care

5)   Child and Adult Care Centers

6)   Food Distribution Program

7)   Fresh Fruit and Vegetable Program

8)   Maryland Meals for Achievement

9)   Maryland Direct Certification System

C.   To be accountable to our customers and to use public resources effectively,

D.   Commit to increasing participation in our programs by developing awareness,

E.   Believe cultural diversity, mutual trust, respect, open communication, and celebration of achievements is essential to a productive organization.

2.2.1   MARS Description and Background

MARS is used to track subsidized meals provided by approved organizations ("Customers") to qualified participants. More than 850 users, where the majority are sponsoring agencies for up to five USDA programs; access MARS internally and externally to track all aspects of nutrition program applications and claims for reimbursement. With the implementation of MARS, MSDE has streamlined many processes with a common Internet tool and has eliminated all legacy and paper driven processes.

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The MARS intranet site offers authorized OSCNP staff to approve applications and claims, research contact information, and send template emails from within MARS.

The MARS Internet Portal allows all Customers to maintain agency, program, site applications, and agency claims; including real-time uploads of site application and claim reimbursement data files.

The MSDE MARS Project Steering Team determines the nature and priority of system changes in order to meet current and anticipated business needs. MARS is critical to providing certification and reimbursement to participating public and private agencies. The following summarizes the sponsorship, current status, impact, operation, and reporting calendars of the MARS Environment:

1. OSCNP at MSDE is the business stakeholder responsible for MARS.
2. The current support TO Contractor is working under the CATS+ Task Order Agreement and will provide knowledge transfer during a 60-day Transition-In period.
3. There are approximately 550 external private and public agencies relying on MARS for the processing of their applications and monthly claim reimbursement.
4. MARS monitors five USDA Programs. Depending on the USDA program, a program business cycle may start and stop based on the annual calendar, State fiscal year, and/or Federal fiscal year. Several scheduled events such as Program Renewals and Certification, claim processing, Federal reporting, and budgets may share dependencies among the three calendars.

2.2.2 Current MARS Technical Environment
   A.   MARS is based on the Microsoft .NET platform.
   B.   All servers are provisioned as virtual servers by DoIT using VMWare.
   C.   MARS relies upon the following Enterprise technologies and components at MSDE:
   1)   Microsoft Team Foundation Server
   2)   Microsoft Forefront Unified Access Gateway
   3)   Microsoft Windows Server Microsoft Active Directory
   4)   Microsoft SharePoint Server - website management
   5)   Microsoft SharePoint Server - search and document management
   6)   Microsoft SQL Server 2014
   7)   Microsoft SQL Reporting Server (SSRS) 2014
   8)   Microsoft Power BI Pro
   9)   Microsoft Power BI Gateway
   10)   Microsoft Internet Information Services (IIS) 8.5
   11)   Microsoft Edge
   12)   Google Chrome
   13)   Microsoft Office
   14)   FileZilla Secure FTP

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D. Customizations includes:

    1) Custom Microsoft Word templates with bookmarks to pre-populate emails and MS Word documents

    2) Custom security functions and access control based on group and role concepts including multifactor authentication

    3) Custom database to maintain the data for the Systems

    4) Custom database maintenance packages in the form of Microsoft SQL packages

    5) Custom Microsoft scheduling functions for reporting and emails based on configurable events

    6) Custom reports, delivered through Microsoft SQL Reporting Services

    7) MARS accesses Google MAP API services for validating and detecting duplicate addresses and displaying maps for the interactive Summer Site Search hosted at MSDE https://mars.msde.maryland.gov/mars_sitesearch/

    8) Using secure FTP, MARS uploads files to an IBM mainframe dataset with Generation Data Groups (GDG) features for processing by State's Financial Management Information System (FMIS) twice monthly.

    9) MARS manages and produces bookmarked Word documents, emails, and PDF files. Therefore, Microsoft Office and related add-ons are installed on the servers to allow these files to be created and viewed from the server.

2.2.2.1 MARS Interfaces

A. MARS produces and transfers on demand a payment batch file to a cataloged dataset with Generation Data Groups (GDG) for version control to be processed in the State's Financial Management Information System (FMIS) hosted on the mainframe operated by the Comptroller of Maryland.

B. OSCNP publishes a spreadsheet containing Family Child Care and Child and Adult site information within MARS to assist the Division of Family Child Care with promoting the advantages of operating the food programs in Child and Adult Care Food Program (CACFP), an indicator of center and family operator's commitment to continuous quality improvement by meeting standards that exceed the State's licensing requirements.

C. MSDE CCATS publishes a monthly spreadsheet that is uploaded into MARS. MARS has a batch process to monitor revocations and also to provide real time validation when the users enter their Child Care license number and expiration dates.

D. MARS has a limited read only view of the MSDE Financial Data Warehouse to track payments and to validate vendor information. DoIT monitors the weekly upload of data to the Financial Warehouse.

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E.   The USDA offers several reporting systems including: Food Programs Reporting System (FPRS) and the Web Based Supply Chain Management (WEBSCM). MARS uploads data from the Federal Internal Revenue Service (IRS) to monitor revocation of non-profit status and to validate tax identification information entered by the customers.

F.   The MSDE Office of Child Care's Licensing Branch provides two separate monthly spreadsheet files containing licensing information and provider information. The information from the two files is uploaded in MARS to validate information for active Family Child Care Site Applications submitted by an agency.

G.   Each month MARS builds a spreadsheet for the MSDE Office of Child Care, providing demographics and licensing info of active Family Child Care Sites in MARS.

H.   MARS offers customers the option to perform batch uploads of their site application information using a fixed length file in American Standard Code for Information Interchange (ASCII) format. Family Child Care agencies may also use this option.

I.   MARS also offers upload alternatives to agencies to file claims. Agencies have the option to upload an interface file containing claim information in a fixed length file in ASCII format.

J.   USDA-FNS has created a Summer Food Rocks! web tool to assist parents and community members to find summer meal sites near them. Currently, the web tool is populated with over 42,000 meal sites throughout the United States for children and teens, up to 18, receive free meals. MARS produces a weekly file identifying Maryland Sites for inclusion in the USDA Summer Food Rocks website.

2.2.2.2 MARS Reporting
MARS offers several reports for auditing programs and system access, Federal reporting, administrative functions, and financial management. The MARS Reports use Microsoft SSRS and Microsoft Power BI. Access to the MARS reports are role-based and can be initiated by the user or by programmatic action taken in MARS. MARS Reports can be exported in either PDF or Microsoft Excel formats. A list of reports can be found in Appendix 6.

2.2.3 Current Direct Certification Processing at MSDE via MDCS
A.   Directly Certified children are children who are members of households receiving assistance as eligible for free school meals, without further application (paper or otherwise), based on information provided by the State Agency administering the Supplemental Nutrition Assistance Program (SNAP), Temporary Cash Assistance (TCA), and Foster Care Services Programs (FOSTER). Each Local Educational Agency (LEA) is responsible for identifying and certifying students eligible to receive free school meals.

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B. MDCS is critical to the efficient determination of free meal eligibility for directly certified students and match result reports. MDCS also allows for OSCNP oversight of customer activities and publishes State and Federal reporting requirements. The State of Maryland, Federal legislation, and the General Assembly continue to place additional demands on MSDE to increase effective participation in the Nutrition Food Programs.

C. LEAs are reliant on the Direct Certification data outcomes to update their lunch Point Of Sale (POS) systems to provide free meals to directly certified students.

2.2.4 Current MDCS Technical Environment

A. Based on the Microsoft .NET platform.

B. All servers are provisioned as virtual servers by DoIT using VMWare.

C. The MDCS relies upon the following Enterprise technologies and components at MSDE:
1) Microsoft Server
2) Microsoft.Net platform
3) Microsoft Internet Information Services (IIS) 8.5
4) Microsoft SQL Server Reporting Services (SSRS) 2014
5) Microsoft SQL Server 2014 solutions architecture and database
6) FileZilla Secure FTP
7) Microsoft SQL Server
8) Microsoft SQL Reporting Server
9) Microsoft Internet Information Services
10) Microsoft Internet Explorer

D. Customizations includes:
1) Custom security functions and access control based on group and role concepts with multifactor authentication
2) Custom database to maintain the data for the Systems
3) Custom database maintenance packages in the form of Microsoft SQL packages
4) Custom Microsoft scheduling functions for reporting and emails based on configurable events
5) Custom reports, delivered through Microsoft SQL Reporting Services
6) Using Secure FTP, MDCS pulls two large datasets, with Generation Data Group (GDG) features created by the Department of Human Services every business day from the mainframe
7) MDCS uses algorithms to filter and normalize data fields for matching Enrollment records against the data downloaded from DHS, included MS-SQL phonetic data comparison.

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8) MDCS manages and produces bookmarked emails and PDF files. Therefore, Microsoft Office and related add-ons are installed on the servers to allow these files to be created and viewed from the server.

2.2.4.1 MDCS Interfaces
A. LEA Enrollment: Direct file uploads via the GUI interface or single student record input via MDCS User Interface (UI). The LEA is NOT limited to one upload file per day.
B. State of Maryland Department of Human Services Assistance programs (SNAP, TCA, FOSTER) eligibility for children 0-21 years old: The MDCS is scheduled to obtain DHS fixed length files using a Secure FTP. The DHS fixed length file is a cataloged dataset using GDG version controls hosted on the mainframe operated by the Comptroller of Maryland.
C. LEA, school names, and identification numbers: Excel upload and data is produced from MARS report.
D. Upload frequency for enrollment data from the LEA is at least four times within the school year. The peak times for access are from August to October. MDCS enrollment data uploads are supported in fixed length text, Excel, or CSV formats.
E. Download formats for Matched Enrollment or Unmatched Enrollment data files are available in fixed length text, Excel, or CSV format.

2.2.4.2 MDCS Reporting
MDCS role based reports allow auditing, USDA reporting, administrative, and oversight functions. The reports in MDCS use Microsoft SQL Reporting Services. A list of reports can be found in Appendix 6.

2.2.5 Client and End User Environments
A. MARS and MDCS users have Internet access, a desktop with Adobe Reader, MS Office, including Microsoft Access. Users will access the system with either:
  1) Windows based laptops and desktop:
     a) Windows 10.0 or newer
     b) Chrome, Microsoft Edge, or Microsoft Internet Explorer (version 11)

  2) MacOS portable devices, and desktop:
     a) OS 10.12 or newer
     b) Chrome or Safari

  3) Chromebook or Chromebox
     a) Chrome/Chromium

B. MDCS LEA users and MDCS Administrator do not have administrative rights to their local desktops.

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2.2.6 Data Center Configuration

A. Each of the Systems are hosted in separate environments at MSDE. Each system has three environments at MSDE (Appendix 7 - Technical Environment Description) on segmented VLANs. Each VLAN is designated for a specific product life cycle: Staging (ST), User Acceptance (UAT), and Production (PROD). While MSDE will not provide dedicated bandwidth for each environment, it has segmented the network activity for each server environment. DoIT assists with the setup, configuration, management, and security posture of the networks/VLANs.

B. The Systems' User Acceptance Testing (UAT) and Production Environments are all segmented with restricted access by network access controls.

C. The database server, reporting server, and application server are located behind a firewall, and the web server is located within a "Demilitarized Zone" (DMZ).

D. The System's UAT environments include a facility to allow designated staff to certify interface files prior to allowing the agency to use the streamlined process.

E. The System's ST environment also allows staff to conduct formal classroom training for users.

F. Browser based communication with the Systems is secured using Secure Socket Layer (SSL).

G. The intranet production versions of the Systems are accessed by MSDE OSCNP staff and use role-based security to restrict access. After logging into the MSDE network, the OSCNP staff have access to email lists and MARS communication services, network printers, intranet servers, reporting servers and stored documents.

H. The MSDE Network Domain includes enterprise servers to manage documents, email, server backups, network authentication, Domain Name Services (DNS), file storage, SQL clustering, and printing services.

I. Limited remote access to the MSDE internal network is gained by using an authorized clientless VPN connection based on user profiles managed by DoIT.

J. Source code is hosted on Microsoft Team Foundation Server 2010 (TFS). Access managed by Active Directory and Microsoft Unified Access Gateway (UAG).

2.2.7 Project Goals

A. The resulting Contract from this TORFP shall be a T&M Labor Price Contract (as defined in COMAR 21.06.03) subject to the contract ceiling amount that shall not be exceeded without the necessary Contract Modification and Change Order (CO) approval requirements.

B. The TO Contractor shall perform all work submitted to the TO Contractor via Work Orders, generated in project tracking tool and approved by the TO Manager or the OSCNP Director. Work Orders will be executed using an agile development methodology. When deemed necessary by MSDE and the TO Contractor, onsite maintenance efforts may be required to complete all or part of a Work Order.

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C. MSDE has support staff and contracts in place to manage data center operations, network operations, Internet services, website hosting, help desk for the Systems, and MARS and MDCS customer training. These activities are outside the scope of this TORFP.

2.2.8 Management Roles and Responsibilities:

TO Procurement Officer - The MSDE staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for project personnel.

TO Manager - The TO Manager for this procurement will be the MSDE Project Manager of the specified project. The TO Manager is responsible for overseeing the work required under the TO Agreement and approval of deliverables.

OSCNP Director: MSDE Director of the School and Community Nutrition Programs and the Chair of the MARS Steering Committee

TO Contractor - A Master Contractor awarded a TO Agreement for TO Contractor Personnel. The TO Contractor shall provide the project personnel and shall report to the TO Manager.

TO Contractor Personnel - The personnel assigned by the TO Contractor for staffing services according to this TORFP, providing the service of database development, portal development, system integration and testing reporting to the TO Manager.

2.2.9 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager, the TO Contractor will engage with the following State resources.

A. State Project Manager
 1) The State will provide a State Project Manager who may be a full time permanent State employee or a contracted resource unaffiliated with the TO Contractor
 2) The State Project Manager will provide day-to-day management of O&M efforts including
     a) assess mandates and maintenance efforts,
     b) maintain issue logs, identify issues and risks
     c) host internal and joint meetings
     d) publish schedules and status reports
     e) recommend possible issue and risk mitigation strategies associated with O&M efforts
     f) develop work orders for the TO Contractor
     g) finalize and approve work orders to accomplish maintenance efforts.

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3)   The State Project Manager will also act as a facilitator between the State agency, DoIT and the TO Contractor, and is responsible for ensuring that work performed by the TO Contractor is within scope, consistent with requirements, and delivered on time and on budget.

4)   The State Project Manager shall also identify critical paths, tasks, dates, testing, and acceptance criteria and ensures that the O&M efforts stays on track and meets all Work Order objectives.

B.   OSCNP Advisory Board
1)   The OSCNP Advisory Board is responsible for ensuring the Systems meet all requirements established by law, regulation, and program needs. The Advisory Board establishes and/or reviews requirements for the programs and approves work orders to be assigned to the TO Contractor.

2.2.10   Other State Responsibilities

A. MSDE will provide VPN access with virtual desktop solutions for each of the TO Contractor Personnel to perform approved work, release deployments, patch management, server configuration, and verification services. Each virtual desktop will include access to a Microsoft code repository, for archiving code releases of the systems to Team Foundation Server, which the TO Contractor will be expected to use to develop the MDCS appropriately packaged releases and perform configuration.

B. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order.

C. 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.

2.3   TO Contractor Responsibilities and Tasks

2.3.1 Work Requirements

A. The TO Contractor shall perform all work for this project within the United States. No work can be performed or outsourced to resources located outside of the U.S.

B. The TO Contractor shall deliver the Transition-In Plan and Project Management Plan as fixed price deliverables.

C. Other than the work identified in 2.3.1(A) and 2.3.1(B), the TO Contractor shall perform all work under this TORFP against assigned and approved Work Orders. Work Orders will be assigned as needed based on a time and materials (T&M) basis, not-to-exceed total hours defined in Attachment B - TO Financial Proposal Instructions & Form.

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2.3.2 System Operation and Maintenance Support for MARS and MDCS Environments

TO Contractor shall maintain and support the Systems in the production, testing, development, and training environments. The TO Contractor shall perform services including:

A. Provide a DEVOP tool to automate the backlog and agile development and operations life cycle and related software tools used by development and testing staff.

B. Provide secure development and quality assurance environments compatible to the Production, UAT, and ST environments hosted at MSDE (Section 2.2.5)

C. Collaborate with DoIT to maintain effective business operations and availability of the Systems.

D. Recommend installation patches, application roll-back, data recovery strategies, and testing failover strategies, and consulting on operating system upgrades to solve reported issues.

E. Provide SQL scripts as-needed, to support approved Work Orders.

F. Manage the implementation and completion each Work Order, while following the QA and Test Process (**Section 2.3.3**) and Software Release Management Process (**Section 2.3.4**) processes unless otherwise directed in the Work Order:

G. Support upgrades or add-ons to system components, and provide configuration parameters for technical upgrades to system technology. This includes, but is not limited to, Internet Information Services, Web Services, and SQL reporting services.

H. Manage production database change control. This includes, but is not limited to:

1. Developing test scripts in the development and test environment prior to supplying the scripts and instructions to MSDE DBA. The MSDE DBA will review and execute TO Contractor provided scripts.

2. Obtaining local administrative access to the Systems dedicated test servers and DoIT will manage enterprise resources.

I. Manage updates to SharePoint and websites. For SharePoint and website updates, the TO Contractor shall provide files to a secure staging area and instructions to DoIT staff. DoIT staff will review the scripts and instructions prior to applying them to production.

J. Troubleshoot and resolve production issues/defects that are not solved through the Systems' Help Desk or MSDE resources as they arise in accordance with the Service Level Measurements Table described in Section 2.6.8.

K. Support advanced data mining to access The Systems' data and provide ad-hoc reports for MSDE Executive Management, the USDA, the Office of the Governor, legislators, etc. as directed by the TO Manager.

L. Provide support for improving the business process, USDA re-authorization requirements, and legislative change requirements.

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M. Provide knowledge transfer to other support entities at MSDE and their external resources to ensure detailed understanding of system components necessary for business continuity.

N. Provide application source code and documentation along with written updates on the status of deliverables, technical and/or business issues, concerns, and risks as part of the knowledge transfer process. The TO Contractor shall also provide data models, database schema, and a data dictionary in a format compatible with Erwin.

O. Support DoIT initiatives in a limited capacity to provide migration support as it relates to the Systems and any new infrastructure environment. The TO Contractor shall participate in meetings and conference calls related to updates to the Systems and their supporting computing environments.

P. Complete the assigned tasks to modify the Systems to infrastructure improvements. MSDE may implement technology updates that will impact the Systems, and will create Work Orders to define the tasks.

Q. Generate reports, data sets, and data exports, including but not limited to items identified in **Sections 2.2.1.3 - 2.2.3.2**

R. For data sent to FMIS R*STARS system, data must be formatted according to the guidelines of the Comptroller and DoIT. This includes working with the State Project Manager to ensure legacy data files using Generation Data Groups (GDG) for versioning are ingested and processed correctly by FMIS R*STARS.

2.3.3 QA and Test Process

A. The TO Contractor shall present and document executed QA measures prior to demonstrating and releasing completed tasks for User Acceptance Testing (UAT) by MSDE.

B. As part of QA, the TO Contractor shall update technical materials.

C. As part of system testing, the TO Contractor shall perform regression testing, based on MSDE defined test cases, to identify issues introduced as a result of code changes. The TO Contractor shall take all actions necessary to ensure continuity of services for the Systems.

D. With completion of code change/release for UAT, the TO Contractor shall present results of system testing and demonstrate the completed work prior to releasing to the UAT environment.

E. After delivery and acceptance of the executed system test plan and system test results, the TO Contractor shall deploy updated program code to the UAT environment where OSCNP staff will conduct final UAT.

F. After OSCNP has completed UAT, the TO Contractor using Team Foundation Server and SharePoint services, shall work with DoIT staff to deploy the Work Order to the Production environment.

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2.3.4 Software Release Management Process

The Software Release Management process includes revision control and the establishment of baselines. The TO Contractor shall implement archival procedures of production releases to the Team Foundation Server at MSDE no later than 14 days after acceptance of the production release. The TO Contractor archival process will account bundle releases, rollback releases, scheduled work, and perform change control to the production Systems. The critical monthly business cycle is from the 7th to the 15th of every month. During this cycle, the MARS uptime performance is critical.

    A. The TO Contractor shall assign, during Work Order Processing, UAT, or Operation and Maintenance release of software, a unique but incremental version for the software build scheduled for release. The incremental version shall clearly display in the lower left side of the user interface (UI) assigned to it.

    B. The TO Contractor, within the application, shall ensure the UI also displays whether it is operating under a Test or Production version.

    C. Unless otherwise documented in the Work Order, the TO Contractor shall consider these factors in the production release of software:

        1. The TO Contractor Integration Specialist shall not load software releases into production without first completing test and receiving notification of acceptance by the TO Manager.

        2. The TO Contractor Integration Specialist or Project Manager shall contact the TO Manager, at least 4 hours prior to the release of a software build to the UAT environment.

        3. The TO Contractor Integration Specialist or Project Manager shall generate a Software Release Email (SRE) to the TO Manager. The email shall include all items addressed in the build and build number being moved to the designated environment (Production or UAT).

        4. After reviewing the SRE, TO Manager will decide when the items referenced in the SRE can be moved, and will convey the information by replying to everyone listed in the SRE. At a minimum, the TO Contractor Integration Specialist shall require at least 2 hours lead time to set up the upload.

        5. The TO Contractor Integration Specialist shall schedule software releases during after normal business hours. For uptime performance quality issues, the TO Contractor may not release software prior to weekends or holidays as MSDE resources must be available to verify the application is functioning prior to allowing external users access to MARS.

        6. After the TO Contractor has moved a release to the UAT environment, the TO Contractor shall alert TO Manager by email that the Release is ready for UAT.

        7. When the TO Contractor determines a Release is ready for UAT Release, TO Manager will assign OSCNP staff to perform acceptance testing the release.

        8. Unless specified in the Work Order, OSCNP will complete its UAT efforts within 10 business days following the upload to the UAT environment. Issues

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identified in the release will be logged into the web enabled tracking tool provided by the TO Contractor.

9. The TO Contractor shall work to quickly address issues logged into the issue tracking tool and shall notify users when they can retest. Once notified of the correction, MSDE staff will retest the release.

10. After the release has performed satisfactorily in the UAT environment, TO Manager will notify the TO Contractor to schedule the software release to be uploaded to production.

11. Prior to scheduling a production release the TO Contractor shall ensure:
    a. Owners and MSDE PM concur that all technical, business, and scheduling requirements are acceptable;
    b. All constraints have been addressed and satisfy the approved scope of work;
    c. All scheduled updates will be logged into TO Contractor code manager and the transferred to Team Foundations Server by the TO Contractor at least 2 business days prior to the scheduled update.

12. The TO Contractor will migrate the completed work to production.

13. If the software release impacts other applications interfacing with the MARS system, the TO Contractor shall work with and coordinate the release of the software with the support staff for those interfaces.

14. The TO Contractor shall maintain the application in a stable and usable state.

15. The TO Contractor shall maintain system artifacts in a current and orderly condition in accordance with industry best practices.

16. MSDE will submit user stories and log production issues into the TO Contractor DEVOP tool. If a production issue is related to a recently released Work Order and was documented as passing in UAT, the TO Contractor shall work to correct the issue at no charge. If the issue is a result of data, hardware or configuration discrepancies, the TO Contractor shall charge the hours of effort against the Work Order to process production issues and The TO Contractor shall work with DoIT to resolve the hardware or configuration issue.

The TO Contractor shall have limited direct VPN access to the production database server, and must develop and apply approved scripts or stored procedures for any reported infrastructure and data fixes to MARS or MDCS.

Unless specified in the work orders, all other impacted materials and artifacts shall be updated prior to acceptance of any changes, modifications or enhancements to the current system.

2.3.5 TO Contractor Personnel: Duties and Responsibilities (Time and Materials)

All TO Contractor personnel assigned shall:

A. Review confirm and act on reported production issues until resolved based on the SLA.

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B. Update technical documentation identified in each assigned Work Order.
C. Provide and support system enhancements as directed by the TO Manager.
D. Use a TO Contractor supplied Team Foundation Server or equivalent development platform to manage source code, check-in and check-out of artifacts and code, rollback functions, assigning work, monitor work, scheduled releases and hot fixes.
E. Possess appropriate access to the TO Contractor supplied secure Development and testing environments and DEVOP tools
F. Monitor progress, track schedule releases, provide progress reporting, grooming the backlog, managed work order, acceptance requirements, resource assignments, project management, automated builds, testing of completed tasks, user acceptance, and release management capabilities. The tool will support the entire operation and maintenance lifecycle, and enable transparency to the TO Manager and Owners of MARS and MDCS
G. Perform all development work using Team Foundation Server, and shall participate in audits by MSDE OIT.
H. Schedule incremental UAT and production releases with stakeholders.
I. Maintain and secure Production, Staging and UAT versions of the system on DoIT managed VMWARE environments hosted on, MSDE VLANS.
J. The TO Contractor shall participate in regular meetings including:
    1) Standup, sprint review, and PI meetings as identified in the proposed Work Plan.
    2) DoIT hosted Semi Annual Business Continuity and Capacity Planning meeting; Meeting agenda and schedule will be provided 30 days in advance.
    3) On a quarterly basis, the TO Contractor shall include: a review of the teams performance during previous quarter and include: work delivered, work not delivered, unplanned outages, and a review the backlog to prioritize work with the next quarter.
K. Other duties as assigned, including documentation as directed by the Agency.

2.3.5.1 Integration Specialist Responsibilities

The Assigned Integration Specialist(s) shall:
A. Manage scheduled releases.
B. Coordinate system testing, user acceptance testing, and production release.
C. Provide communications on the status of release and what is included with the release.
D. Validate the completeness of all development efforts prior to release.
E. Coordinate any intervention needed with DoIT to complete the release to production, including securing system data at rest, or storing copies of procedures and scripts to the MSDE hosted team foundation server.
F. Develop and maintain related artifacts to releases including dependencies, hot-fixes, backlogs, priorities, release schedules, and issue resolutions.
G. Validate when the release efforts have been completed and mitigate reported issues.

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H.   Continue to Refine release management processes based on lessons learned.

2.3.5.2 Project Manager Responsibilities
The assigned Project Manager shall:
A.   Be the primary point of contact for issue reporting, and Work Order progress.
B.   Be responsible for submitting bi-weekly status reports.
C.   Manage TO Contractor resources.
D.   Provide bi-weekly status reports.
E.   Develop and maintain Project Management Plan and related artifacts including risk and issue management.
F.   Execute the Team Meeting Plan. Schedule, and manage regular meetings as defined in the Work Plan and Team Meeting Plan, including:
   1)   Stand-up meetings
   2)   Sprint reviews
   3)   Program increment meetings
G.   Interact with the Systems Project Manager to mitigate issues.

2.3.5.3 Lead Quality Assurance Specialist Responsibilities
The Quality Assurance Specialist(s) shall lead the: monitoring, inspecting, and proposing measures to correct or improve the final products and processes to meet established quality standards while protecting the production data and system integrity:
A.   Test the applications. The specialist will design and carry out the tests which include ensuring that everything works in the various environments and across platforms.
B.   Verify the proposed design with the owner to validate the design provides the expected set of results. The specialist is responsible for coordinated incremental testing and keeping records of the actual results against the expected results.
C.   Spot deficiencies in test cases, prioritize testing, log defects and missed requirements.
D.   Identify design defects by the developers or ambiguities within the user requests, and mitigate corrective measures.
E.   Record test results, the software shortcomings, and conduct historical analysis of the comparisons of the impacted modules and dependencies.
F.   The Lead specialist will review the system software and structures of the development, and production environments and examine shared segments of code, verify execution and functionality across system environments and create a set or error handling procedures understandable by other members of the team.
G.   Ensure the applications used are in full compliance with the best practices of software development, the highest standards of web development and have the potential to adapt to improvements that will be set forth by upstream sources.
H.   Participate in all meetings that deal with application planning and create a set of instructions for owners to conduct final acceptance of the product.

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I.   Within the responsibility of the specialist are reviews, inspections and walkthroughs of sprint and release efforts, and proposes areas of improvements in the application with developers and owners.

2.3.5.4 Lead Web Developer Responsibilities

The assigned Lead Web Developer shall:

A.   Work within the standards of the Environment and Development Operation Management Tools supplied by the TO Contractor to complete assigned task initiated from the backlog.
B.   Collaborate with fellow team members
C.   Write well designed, testable, efficient code by employing best software development practices
D.   Maintain web data collections of timely and sensitive materials.
E.   Perform Microsoft .NET development to extend and augment the document management solution within the MARS system.
F.   Manage and incorporate email workflows into the systems covered by this TOFRP
G.   Manage browser compatibility.
H.   Develop solutions to web user ergonomics and web-based standards.
I.   Design, develop, and improve dashboards using code segments from Microsoft Power BI.
J.   Create website layout/user interface by employing standard HTML/CSS practices
K.   Develop and maintain modules utilizing the Microsoft.Net platform, FTP, and SFTP protocols, and other coding structure like C#, and XML,
L.   Integrate data from various back-end services and databases
M.   Keep abreast of emerging technologies/industry trends and demonstrate the benefits of applying them into operations and activities

2.3.5.5 System Testing Specialist Responsibilities

The assigned System Testing Specialist shall:

A.   Review Work Order requirements prepare and review test plans and test cases, and report defects and prepare test reports.
B.   Design and execute IT software tests and evaluate results to ensure compliance with applicable regulations.
C.   Prepare test scripts and all required test documentation.
D.   Design and prepare all needed test data.
E.   Review test results and evaluate for conformance to design.
F.   Collaborate with a variety of stakeholders within MSDE to complete test procedures.
G.   Design, develop, implement and maintain test processes and test cases, including user manuals for assigned Work Orders.
H.   Perform test execution in development, test, and production environments for each build, sprint, and release in the iterative development lifecycle.
I.   Write test plans for assigned projects.

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J. Maintain record of test progress.
K. Document test results.
L. Prepare reports and present results as appropriate.

2.3.5.6 Documentation Specialist Responsibilities

The assigned Documentation Specialist(s) shall:

A. Candidates shall interview developers, end users, and managers regarding specific processes for content and maintenance of business operations, system administration, and other technical artifacts
B. Create user and online help documents and other related deliverables.
C. Participate in requirement gathering efforts and documenting business requirements and specifications for software application development.
D. Develop and maintain searchable online help content, formal training materials, content pages, testing plans, training materials, technical design documents, and training scripts, as needed.
E. Document library solutions for online access to reference materials, and other artifacts listed in assigned work orders.
F. Update technical artifacts stored in the TO contactors Development Operations Management tools related to tracking bug fixes, test results, and release management.

2.3.5.7 Database Specialist Responsibilities

The assigned Database Management Specialist shall:

A. Design, update, develop and administer the SQL Server Database in Test and UAT environments and provide scripts to the DBA at DoIT to manage stored procedures and field attributes to the Production SQL as part of the upgrade and implementation of the Systems and assigned Work Orders;
B. Configure and troubleshoot performance issues and maintain Microsoft Internet Information Services.
C. Provide configuration and workflow expertise on Microsoft Team Foundation Server, Universal Access Gateway, and integrated SharePoint services for monitoring Work Orders and scheduled releases.
D. Provide expertise for troubleshooting email services and the Systems design considerations for exploiting the latest Gmail API functions for managing calendars, email templates, and mailing lists.
E. Manage data views and interfaces with existing Oracle and MS-SQL owned by MSDE.
F. Develop and support database encryption of the existing database instances and interfaces.
G. Use SQL tools to manage the database and improve data matching by Support Expanded features to normalize

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2.3.5.8 Application Architect Responsibilities

The assigned Application Architect shall:

A. Review the agencies portfolio of enterprise software, and software as a service provider.
B. Define and implement application architecture for diverse business processes, projects, and function
C. Develop software solutions and strategy to meet the architectural goals and expectations of the executive sponsors
D. Liaise with support team and users to design implement architectural enhancements to the systems covered by this TORFP
E. Design the interface between multiple applications, databases, and middleware systems
F. Carry out assessments to identify operational limitations and gaps in functional and non-functional coverage
G. Upgrade architectural systems and software life cycle to improve processes
H. Proffer recommendations to clients on technical resources and action plans necessary for an efficient architectural system
I. Monitor the performance of architectural systems to ensure fluid interaction between components
J. Conduct tests to ensure an application conforms to fundamental application standards and meets the requirements of the end user
K. Ensure proper documentation of software design and developing processes so as to produce appropriate procedures for application use
L. Design applications according to specific architectural design for targeted improvements, growth, and overall system performance

2.3.5.9 Data Quality and Security Specialist

The assigned Data Quality and Security Specialist will be responsible for:

A. Improving the quality of the data
B. Monitoring, inspecting, and implementing measures to correct or improve security of data
C. Preparing and reporting data security metrics
D. Building and maintaining strong relationships with business lines in order to identify information security issues in accordance with existing policies and best practices
E. Identifying and drives to closure self-identified and audit issues
F. Assisting in the establishment of data classification and rights management program.
G. Collaborating with the support team to identify sensitive information and solutions to protect it at rest and in motion.
H. Establishing and documenting additional business processes and controls in the data protection program to align with various state and federal regulations.
I. Participating in the design and implementation of various cloud solutions for future work under this TORFP

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2.3.5.10 USDA-CNPs Subject Matter Expert (SME) Responsibilities

As programs mature, policies evolve, and sub-programs are introduced the USDA-CNPs SME shall help the team by:

A. Sharing knowledge of federal laws and regulations governing food service and School and Community Nutrition Programs
B. Interpret federal Child Nutrition Program regulations from the USDA and their application to OSCNP tasks and responsibilities
C. Effectively communicate both verbally and in writing
D. Interpret and evaluate Maryland's implementation of existing policies and procedures
E. Assist with closing self-discovered audit issues

2.3.5.11 Training Specialist Responsibilities

The assigned Training Specialist shall:

A. Conduct courses in an engaging manner and ensure that the course is designed to allow active participation.
B. Conduct all course lessons and activities online and/or in traditional classroom settings.
C. Develop a knowledge base about systems supported by this contract.
D. Manage course content and exhibit training proficiencies in traditional classroom environment, webinars, and pre-recorded on demand materials
E. Manage course rosters—After completion of a course, instructors must electronically update the class roster. Indicate students who have successfully completed the course and identify, students who received their course completion certificates.
F. Prepare and maintain complete syllabus for students and include appropriate listing of all objectives.
G. Collaborate with fellow technical team members to schedule and verify refresh of training environments prior to conduction training.
H. Develop relevant hands-on exercises and any relevant data interfaces
I. Maintain and ensure consistent training of all students and provide support though an assessment process.

2.3.5.12 Web Designer Responsibilities

The assigned Web Designer(s) shall:

A. Produce visual designs, and layouts that will lead web users through the complex business processes that make up the Systems, based on web standards.
B. Develop web pages and mockups based on web standards and Internet browser capabilities.
C. Interact with MSDE Stakeholders on both technical and non-technical design issues.
D. Design pages for locating site and producing direction using Google Maps.
E. Troubleshoot issues with the design and improve the customer web experience with the System.

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F. Enhance designs to improve user experience, search engine optimization, and website maintenance.
G. Develop site navigation by categorizing content, funneling traffic through content.
H. Utilize storyboarding and graphics to produce prototypes, where appropriate.
I. Maintain website appearance to conform to all web standards established by DoIT.

2.3.5.13 Web Developer Responsibilities
The assigned Web Developer shall:
A. Work within the standards of the Environment and Development Operation Management Tools supplied by the TO Contractor to complete assigned task initiated from the backlog.
B. Collaborate with fellow team members
C. Write well designed, testable, efficient code by employing best software development practices
D. Maintain web data collections of timely and sensitive materials.
E. Perform Microsoft .NET development to extend and augment the document management solution within the MARS system.
F. Manage and incorporate email workflows into the systems covered by this TOFRP
G. Manage browser compatibility.
H. Develop solutions to web user ergonomics and web-based standards.
I. Design, develop, and improve dashboards using code segments from Microsoft Power BI.
J. Create website layout/user interface by employing standard HTML/CSS practices
K. Develop and maintain modules utilizing the Microsoft.Net platform, FTP, and SFTP protocols, and other coding structure like C#, and XML,
L. Integrate data from various back-end services and databases
M. Keep abreast of emerging technologies/industry trends and demonstrate the benefits of applying them into operations and activities

2.3.5.14 Advance Developer Responsibilities
The assigned advance Developer(s) shall be assigned when worker orders warrant expertise in selected software solutions. The responsibilities shall include but not limited to these integration and support services:
A. Setup, customization, and integration of third-party solutions that support federal CNPs and program compliance into systems supported by the TORFP
B. Integrate Microsoft SharePoint Services and other software as a service feature
C. Maintain Microsoft Power BI PRO integration and expansion of data reporting solutions when supported by this TORFP
D. Develop and integrate API tools to allow advance editing of files uploaded in the system supported by this RFP
E. Develop web services that integrate mobile computing apps with features like mapping and text services

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F.   Q Upgrade authentication methods and system message to incorporate test messaging.
G.   Develop mobile apps to improve public use of the site search tools for both droid and apple solutions
H.   Document and hand-off the work completed as described in the work order;

2.3.5.15   Help Desk Specialist
The assigned Help Specialist(s) assigned shall:
A.   Monitor emails and act as tier one support
B.   Notify technical staff of application outages and provide users progress updates
C.   Log and track issues reported by users
D.   Assist MARS and MDCS users with access to the system
E.   Notify technical staff of issues related to recent releases to MDCS or MARS
F.   Notify users when issues are closed

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2.3.5.10 Work Products

Table 1: Summary of Work Products

Description	Acceptance Criteria	Expected Delivery Date/ Frequency
Transition-In Plan	The Transition-In Plan shall address transitioning from the existing TO Contractor at the end of the contract.	NTP + 30 Calendar Days
Project Management Plan	TO Contractor shall deliver a Project Management Plan (PMP) in Microsoft Project. The PMP will describe how the TO Contractor will manage the Project	NTP + 30 Calendar Days
Transition-Out Plan	Plan for the TO Contractor to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date as described in Section 3.2	60 days before TO end date. (Draft due 90 days before TO end date.)
Weekly Status Report	Report is complete with all data as required in 2.4.4.3	Email Report to TO Manager no later than 10:00 AM 2 business days prior to meeting
Quality Assurance Testing Results	Report is complete with all data as required in 2.4.4.4	One Business Day prior to delivery for UAT Unless otherwise stated in the Work Order

2.3.6   TO Contractor-Supplied Hardware, Software, and Materials

A. Hardware and software procurement are not part of this TORFP. The TO Contractor is responsible for all software and hardware at their location.
B. The TO Contractor shall provide documentation for all installed software furnished under this Task Order.

2.3.7   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.

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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.DoITmaryland..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 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

E. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.8   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 the services of another entity must be authorized by such other entity (See TORFP **Section 5.4.2.J.3**.

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. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.

E. 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.

2.3.9   Professional Development

Networking technology, developer tools, software products, and best practices continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This training would be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. With MSDE's prior approval, the time allocated to these continuing education activities for staff deployed to MSDE on a full-time basis may be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

2.3.10 Operation and Maintenance and Support Initiation

Operations Maintenance responsibilities commence no later than NTP date + 60 days.

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2.3.10.1   Transition-In Plan

Within 10 business days of NTP, the TO Contractor shall schedule and meet with DoIT and MSDE/OSCNP to conduct initial knowledge transfer. MSDE has allotted for up to 300 resource hours with the existing TO Contractor, to allow the existing TO Contractor to transfer technical knowledge of the Systems.

During the first 60 business days of the Contract, the TO Contractor shall review the existing technical materials and schedule weekly meetings with appropriate Subject Matter Expert (SME). The TO Contractor should target managing the December Production Release with the existing TO Contractor available for technical support. After the December release, the TO Contractor shall take over maintenance efforts, Work Order programming, issue management and the existing TO Contractor shall be available for consulting up to 60 days following the NTP date.

The Transition-In Plan shall include:
   A.   A schedule for interim and complete transition of support within 30 days of notice to proceed.
   B.   Target completion of knowledge transfer is within 60 days of notice to proceed with the TO Contractor assuming full control of all source code updates.
   C.   Review of the Source Code functions, naming conventions and location.
   D.   Review of the Server configuration in System, UAT, and Production environments, including IIS configurations and ODBC connections.
   E.   Release Schedules for UAT and Production.
   F.   Review of the database schema and SQL stored procedures of the Systems.
   G.   Review of current Issue Log and preventative actions taken.
   H.   Review of the Scheduled Work Orders and their scope and transition efforts need.
   I.   Review of the TFS configurations and confirm access controls.
   J.   Verification of required Access Controls including network, local machine service accounts.
   K.   Reviewing System Design and any configuration issues with either System Testing, UAT, or Production environments.
   L.   Review of the SharePoint Services configuration.

During transition of support, the TO Contractors shall participate in joint weekly status meetings with MSDE Stakeholders and the existing TO Contractor to confirm transition efforts, review schedules, and discuss transition issues and upcoming transition efforts.

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2.3.10.2   Project Management Plan

Within 30 business days of NTP, the TO Contractor shall present a Project Management Plan. The Project Management plan shall include:

A. Scope Management
B. Requirements Management
C. Schedule Management
D. Financial Management including contact for MBE documents and Invoices
E. Quality Assurance Management
F. Resource Management including a staffing plan
G. Communications Management
H. Project Change Management
I. Risk Management

2.3.10.3   Weekly Status Reports

On a weekly basis, the TO Contractor shall distribute the weekly status report containing:
A. Summary of project schedule showing tasks the current month to the projected production release
B. List of open items, late items, work not started.
C. List active tasks, percent complete and projected testing dates.
D. Quality Assurance activities including testing, highlighting successes/issues projected completion.
E. Risks to any deliverables, and mitigation
F. Detailed tasks accomplished that are not reflected in the Work Order status updates
G. Work Orders not started and activities planned for the next reporting period
H. Amounts invoiced-to-date and paid-to-date, include MBE payments
I. Billed hours for each open Work Order

2.3.10.4   Quality Assurance Testing Results

TO Contractor shall have conducted adequate Quality Control, so that upon delivery the system is free from syntax errors, configuration issues, and data issues. The TO Contractor shall document the QA testing and results, and provide these results to the State's Project Manager at least one day before the candidate release package is sent to UAT.

2.3.10.5   Transition-Out Plan

No later than 90 prior to the end of the contract, the TO Contractor shall provide a draft Transition-Out Plan. The Transition-Out Plan shall address at a minimum the following areas:
A. Any staffing concerns/issues related to the closeout of the Task Order;
B. Communications and reporting process between the TO Contractor, the Department and the TO Manager;

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    C.   Security and system access review and closeout;

    D.   Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;

    E.   Any final training/orientation of Department staff;

    F.   Connectivity services provided, activities and approximate timelines required for Transition-Out;

    G.   Knowledge transfer, to include:

        1)   A working knowledge of the current system environments as well as the general business practices of the Department;

        2)   Review with the Department all the procedures and practices that support the business process and current system environments;

        3)   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;

        4)   Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;

        5)   A working knowledge of various utilities and corollary software products used in support and operation of the Solution;

    H.   Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and

    I.   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.

2.4   Deliverables

No Deliverables are Required for this solicitation

2.5   Optional Features, Future Work

In addition to work previously stated in the SOW, MDSE anticipates the following need(s) during the period of performance of the contract. Work Orders will be created for these requirements at the appropriate time for inclusion in the backlog.

2.5.1   Migration of the Systems to Cloud Hosted Data Center

The Systems are currently hosted at an MSDE data center managed by DoIT. It is anticipated that the systems will be migrated to a hosted platform operated by the Maryland Department of Information Technology. The TO Contractor will be expected to assist in migrating the four environments for MARS and the four environments of MDCS to the new data center. A Work Order will be created for this requirement at the appropriate time.

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2.5.2 Expansion of Summer Site Search

The expansion of the Summer Site Search tool will integrate mobile computing and text messaging and tools will allowing a user to send a text message to a specified number, and receive the location of summer sites within their geographic area.

2.5.3 Expansion of MDCS

MDCS Reporting will include:

A. Incorporating Microsoft power BI dashboard tools to publish dynamic dashboards showing show system usage and matching results
B. Streamline the data exchange with local agencies by allowing agencies to automated their upload process of Student Enrollment data into MDCS and automate the retrieval of results of eligible students.
C. Include the interfaces from DHS to include Medicaid recipients to identify students eligible for direct certification benefits.
D. Provide scheduled secure Interface of matched data results in the MDCS to DHS
E. Allow MSDE offices and division limited access to MDCS

2.5.4 Expanded use of API Services

A. USDA is moving forward with API's are tools for reporting data, MARS data gathering, and reporting will use these tools to test the quality of the data prior toa and final reporting
B. Expand the utilization of Google GPS services to assist with identifying duplicate sites across program participants in MARS

2.5.5 Integration of Program Compliance Tools

Support and/or lead project life cycle and maintenance for system integration and reporting of compliance-related concerns related to program participation, nutrition, quality, staff training, claims processing, invoicing, reporting, and any fraudulent, or potentially fraudulent, activity.

2.5.6 Improvements to the MARS Resource Library

Support and/or lead project delivery and maintenance for equipment and technology solutions required to support the expansion of the MARS resource library to include new document management workflows to manage, publish, search, and retrieve of stored documents

2.5.7 Build an archival process for the MARS database

Support and/or lead project delivery and maintenance for equipment and technology solutions required to support archiving of database information and linked digital materials,

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2.5.8 Data Exchange Enhancements & Expansion

To support the State's goals of greater interoperability amongst State Systems, which will communicate via Restful APIs. The efforts will include future integration with MD THINK, Maryland's shared health and human services platform. MD THINK integration will not be required for implementation of the Offeror's solution. However, as Maryland moves toward modularity the TO Contractor will be required to assist with the transition to Restful API's for exchange of interface data.

A. **Data Governance Process** - The approach should include the data governance framework covering:

B. **Data Quality** - Must comply with the state and federal data regulations/policies and other data requirements that effectively support the operations of corresponding lines of business, with high quality of data, e.g. completeness, accuracy, consistency, timeliness and conformity, etc.

C. **Data Integration** - Provide features that support data integration and data exchange via (RESTful) APIs and third-party data integration solutions,

D. **Data Security** - Effectively protect the data, including PII and/or PHI data if applicable, in-transit and at-rest; and it should provide logging and auditing features that allow to reconstruct the sequence of events that occurred at the time of security breach with information such as who, when, where, what and how, etc.

2.5.9 Reporting & Data Enhancements

A. Decision Support system - Support and/or lead project life cycle and maintenance for the development of, or contribution of data to, a Decision Support System that will enable the OSCNP to analyze trends and compare data across modules and systems.

B. Ad Hoc Reporting Tool - Support and/or lead project life cycle and maintenance/improvements for an ad hoc reporting tools utilized by OSCNP staff to query database information on an as-needed basis.

C. Service Metrics - Support and/or lead project life cycle and maintenance enable reminders to staff, tracking of scheduled business processes, and automated reporting of service audits of program participants.

2.5.10 ADVANCED TECHNICAL SOLUTION & EXPANSION

A. **Hardware and Technology** - Support and/or lead project delivery and maintenance for equipment and technology solutions required to support MARS & MDCS implementation, including but not limited to, text messaging, unified messaging, GPS services, tablets, biometric equipment, or other required devices.

B. **Cloud-based Technologies** - requirements gathering, design, construction, testing and implementation to move the MARS and MDCS applications to a cloud-based platform.

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2.5.11 Change Orders

A. If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change.

B. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

2.6 Service Level Agreement (SLA)
2.6.1 Definitions

A. *Incident*: An event which is not part of the standard operation of a service and which causes or may cause disruption to or a reduction in the quality of services and customer productivity.

B. *Problem*: A condition often identified as a result of multiple incidents that exhibit common symptoms. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

C. *Incident resolution time*: The period of time from when an issue or defect ticket is opened to when it is resolved.

D. *Monthly Charges*: For purposes of SLA credit calculation, *Monthly Charges* are defined as the charges invoiced during the month of the SLA breach for the monthly fixed services as set forth in **Attachment B, TO Financial Proposal Form**.

E. *Issue*: An Incident or Problem. Issues will be tracked and managed in a project tracking tool.

F. *Engagement*: Acknowledgement of an Issue and assignment of remediation to a member of the TO Contractor's staff

G. *Response*: TO Contractor delivered fix to address an issue.

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 Issue engagement time and response requirements as defined in **Section 2.6.8**.

C. Provide a monthly report detailing Issue engagement times and response times.

D. Log Issues into the project tracking tool as an "Issue" ticket, and assign an initial severity (Critical, High, Medium or Low as defined in Section 2.6.9).

E. Respond to and update all Issue tickets, including recording when an Issue is resolved and its resolution. Appropriate Department personnel shall be notified when an Issue is resolved.

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F. The Department shall make the final determination regarding Issue severity.
G. TO Contractor shall review any Issue with Department to establish the remediation plan and relevant target dates.

2.6.3 Service Level Agreement Service Credits

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements outlined in Sections 2.6.8 and 2.6.9, 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 on the 15th of each month for the performance during the preceding 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

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either of the Systems, rendering the system unavailable for more than 24 consecutive hours, 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.

2.6.7   Root Cause Analysis
If the same SLA measurement yields an SLA breach resulting in an SLA credit more than once, the TO Manager may request that the TO Contractor conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the request.
In addition, for any 'Emergency' or 'High' priority Issue, the TO Manager may request that the TO Contractor 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	**Critical** Issue **Engagement** Time	Average **Engagement** Time for **Critical** Priority Incidents and Problems.	98% < 1 hour	2%
2	**Critical** Issue **Response** Time	**Response** Time for each **Critical** Priority Issue	98% < 4 hours	2%
3	**High** Issue **Engagement** Time	Average **Engagement** Time for **High** Priority Incidents and Problems	98% < 2 hours	2%
3	**High** Issue **Response** Time	**Response** Time for each **High** Priority Issue	98% < 8 hours	2%
4	**Normal** Issue **Response** Time	**Response** Time for **Normal** Priority Incidents and Problems	98% < 7 days	2%
5	Scheduled Downtime/ Maintenance	Scheduled maintenance or downtime shall only occur outside of State Normal Business Hours. The TO Contractor shall provide 5 calendar days' notice prior to any scheduled downtime.	< 8 hours scheduled downtime each month	2%

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6	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels, excluding scheduled maintenance.	< 99.5%	2%
7	Notification of Security Incident	Notification of a Security Incident within 24 hours of discovery.	100%	3%
8	Security Incident Reporting*	Security incident reporting requirement in 1 business day of discovery.	100%	3%

* DoIT Security Incident Report can be found at
https://doit.maryland.gov/support/ASMsecurityForms/ITIncidentReportFmPrint.pdf

2.6.9   Issue Response Definitions and Times
The TO Contractor shall meet the Problem engagement time and response requirements.
1. Engagement Time is measured as the time elapsed between an Issue ticket being assigned to the TO Contractor, and the time the TO Contractor changes the ticket into a working state (acknowledged, work in progress, pending, …)
2. Response time is measured as the time elapsed between the ticket being moved into a resolved or UAT state, and the time the ticket was assigned to the TO Contractor. It is assumed that the TO Contractor has either remedied the Issue, or has provided a candidate release package to the Department for testing prior to moving the ticket to the UAT State.
3. Definitions: Tickets are categorized by the most impactful quality of the Issue as noted in the chart below.

Category	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
Critical	The issue creates a critical business or financial exposure;	The issue causes a complete system outage or critical functionality to become inaccessible.	Systems, all users, or high profile users (i.e. MSDE executive management) are unable to work or to perform a significant portion of their job.	There is no *acceptable* workaround to the problem (i.e. the job cannot be performed in any other way).

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High	The issue creates a serious business risk or financial exposure:	The issue causes major portions of the system to be inaccessible.	Systems, users, or high profile users (i.e. MSDE executive management) are unable to work, or to perform some portion of their job.	There is no *acceptable* workaround to the problem (i.e. the job cannot be performed in any other way).
Routine	The issue creates a low business risk or financial exposure	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
Low	The issue creates no, a very low business risk or financial exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

Service Level Measurements Tables (Issues and Defects)

Service Priority	Engagement Time	Response Time	Response Availability
Critical	1 hour	4 hours	24 x 7 x 365
High	2 hours	8 hours	24 x 7 x 365
Normal	1 day	1 Week	Department Business Hours
Low	30 days	As directed by TO Manager	Department Business Hours

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3   TO Contractor Requirements: General

3.1   Task Order Initiation Requirements

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 draft Project Schedule and Transition-In Plan, describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.   Transition-In plan details and requirements are listed in Section 2.3.10.1.

B.   Fixed priced deliverables can occur in the month after the deliverable is approved as described in Section 3.3.3.

C.   O&M billing can occur starting the month after the TO Contractor starts providing O&M services, as described in Section 2.3.10.1.

3.2   End of Task Order Transition (Transition-Out)

3.2.1   The TO Contractor shall provide transition-out assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition-out efforts shall consist, not by way of limitation, of:

A.   Provide additional services and/or support as requested to successfully complete the transition;

B.   Maintain the services called for by the Task Order at the required level of proficiency;

C.   Provide updated System Documentation, as appropriate; and

D.   Provide current operating procedures, as appropriate.

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

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

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

A.   The TO Contractor shall provide a draft Transition-Out Plan, as defined in 2.3.10.5, 90 Days in advance of Task Order end date.

B.   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.

C.   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.

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D. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order.

3.2.5   Return and Maintenance of State Data

A. Upon termination or 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 send the original of each invoice and signed authorization to invoice to the TO Manager.

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   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) Name and hours of personnel provided by MBE Contractor;

      11) Amount due; and

      12) 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 the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

   G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

   H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

   I. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

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

   A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.

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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 Deliverable Invoicing

Deliverable invoicing is not applicable to this solicitation.

3.3.5 Time and Materials Invoicing

A. Time and Material invoices shall be accompanied by signed timesheets for each resource invoiced as described below.

B. Time Sheet Reporting

Within three business days after the last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the Task Order.

At a minimum, each monthly timesheet shall show:

1) Title: "Time Sheet for xxxxx"
2) Issuing company name, address, and telephone number
3) For each employee /resource:
    a) Employee / resource name
    b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run the 1st through the last day of the month.
        i) Tasks completed that month and the associated deliverable names and ID#s
        ii) Number of hours worked each day
        iii) Total number of hours worked that Period
        iv) Period variance above or below 40 hours
        v) Number of hours worked on each open Work Order
4) Signature and date lines for the TO Manager
5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.3.6 Invoice Items Deemed Non-Payable

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 and any relevant work orders.

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

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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.

3.4   Liquidated Damages

This solicitation does not require liquidated damages.

3.5   Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1   Redundancy, Data Backup and Disaster Recovery

A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.

B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

C. The contingency and DR plans must be designed to ensure that the TO Contractor can deliver services after a disruption caused by the TO Contractor's formal declaration of a "Disaster" within 48 hours from declaration to the Department.

D. Such contingency and DR 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.

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

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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.

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

3.6 Insurance Requirements
3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 3.6).

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

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

3.6.4 CYBER SECURITY / DATA BREACH INSURANCE
The Contractor shall possess and maintain throughout the term of the awarded contract and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US $ five million (5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy

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

3.7 Security Requirements

3.7.1 Employee Identification

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

B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.

E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.2 Security Clearance / Criminal Background Checks

A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check prior to the Contractor Personnel being submitted as a resource in response to a Work Order. 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:

    1) a national criminal history record check. This check may be performed by a public or private entity.

B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.

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C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.

D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.

E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned to any work order on the project, including any O&M work on the Systems. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to the completion of Transition-In.

3.7.3 On-Site Security Requirement(s)

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

1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.

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

B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department 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.

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:

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A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);

B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and

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

3.7.5 Data Protection and Controls

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) Utilize separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.

2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry best practices to reduce the TO Contractor/subcontractor's systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing

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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) 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.

7) 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.

8) 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

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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.

9) 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.

10) 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.

11) 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
THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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.

3.7.8 PCI Compliance
THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7.9 Security Incident Response
A. The TO Contractor shall notify the Department in accordance with **Section 3.7.9A-B** 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:

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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 the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) 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.

3.7.10 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;

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    3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and

    4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

  B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

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

3.7.12   The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.7.13   Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.

3.8   SOC 2 Type 2 Audit Report

  3.8.1 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 MSDE'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 MSDE, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

  C. 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.

  D. 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

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the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Processing Integrity, Security, Availability, Confidentiality, and/or Privacy as defined in the aforementioned Guidance.

E.   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.

F.   The scope of the SOC 2 Report shall include work performed by any Relevant Subcontractor that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to MSDE under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.

G.   All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to MSDE.

H.   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.

I.   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.

J.   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 MSDE under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, MSDE 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).

K.   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**, MSDE 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

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Report. MSDE will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

3.8.2 Provisions in Sections 3.8.1 – 3.8.2 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.9.1-3.9.2 (or the substance thereof) in all subcontracts.

3.9 Performance and Personnel

3.9.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.
The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.

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

D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

F. **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.

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3.9.2 Offeror Experience

The MSDE believes a critical success factor to these web-based applications is the existing knowledge that the Master Contractor brings to this TORFP. Offerors are advised that MSDE expects expertise from the selected Master Contractor as described below:

A. The TO Contractor shall have at least 5 years of experience with projects requiring reviewing written non-technical requests describing the work and shall host meetings to confirm scope and technical issues. Qualifying TO Contractor will be asked to provide samples of related work during the interview selection process.

B. The TO Contractor shall have at least five (5) year history of supporting and staffing a complex role based intranet site with at least 10 internal named users and Internet Portal solutions with at least 100 named portal users.

C. The TO Contractor shall have three (3) years of experience managing releases using Team Foundation Server and Dev\Op tools use maintaining applications, schedules, and release management.

D. The TO Contractor shall have a combined minimum three (3) years of experience designing web based application on a Windows Server platform that include management dashboards, scheduling functions, embedded email functions and email list management, automated reporting, and experience developing websites incorporating search results with Google maps functions.

E. The TO Contractor shall show three (3) years of experience supporting system that collect and transmit personal and financial data over the internet.

F. The TO Contractor must have at least two (2) years prioritizing and managing multiple Work Order efforts on a T&M projects using scheduled release strategies.

3.9.3 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose 4 key 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 and the scope of work of the TORFP. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

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3.9.4 Key Personnel Identified

A. The Labor Categories are identified with their corresponding CATS Plus reference below. 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 Attachment B - TO Financial Proposal Form 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 all four Key Personnel.

1) Key Personnel (REQUIRED) - Labor categories for the four required key members are as follows (Role/CATS Plus labor category): For the Task Order, the following positions shall be required to meet the qualifications stated in **Section 1.2**

ID	Key Personnel	CATS Plus Labor	In addition to the CATS+ Labor Category Minimum Qualifications, experience in the following is Preferred
3.9.4.1	Integration Specialist	2.10.3 Analyst, Computer Software/Integration (Senior)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts, software release processes, multi-thread development techniques and processes, and agile software development methods.
			One (1) year minimum software release experience leading software deployments and managing using DEV/OP tools on similar systems with complexities, and Environments, supported by this TORFP.
			One (2) year minimum configuration management of virtual services running Microsoft server.

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3.9.4.2	Project Manager	2.10.95 Project Manager	Demonstrated knowledge of PMI's PMBoK project management framework, CMMI Level 3 software development processes and managing project artifacts, and monitoring agile software development methods.
			At least two (2) years of experience managing the life-cycle of Operation and Maintenance development with a team using Agile methods, on similar systems, complexities, and environments, supported by this TORFP.
			One (1) year minimum experience tracking work and schedule using DEVOP tools.
3.9.4.3	Lead Quality Assurance Specialist	2.10.98 Quality Assurance Specialist	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			At least two (2) years concurrent experience on an Agile team developing processes to improve quality, using automated tools for generating test data and test cases, on similar systems with complexities, and environments, supported by this TORFP.
			At least two (2) years of experience using applications DEVOP tools, collaboration with application owners to clarify scenarios, and demonstrating prototypes prior to release to the customer.
3.9.4.4	Lead Web Developer	2.10.78 Internet/Intranet Site Developer (Senior)	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			Prior experience developing software on similar initiatives to the MARS and MDCS project's size and complexity.
			At least three (3) years of experience maintaining and developing application

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			in using agile methodologies and DEVOP tools,
			At least five (5) years of experience in requirement analysis, forming technical design documents, developing software, unit testing, system testing, and the creation of implementation plans for complex projects.
			At least two (2) years of experience supporting systems with financial and private Personal Information
			At least two (2) experience supporting similar systems with complexities, and environments, supported by this TORFP.

Additional Personnel - The TO Contractor shall provide personnel in addition to the Key Personnel through the work order process. There is no guarantee the Department will use all labor categories or projected hours.

3.9.5   Labor Categories

A.   The Labor Categories are identified with their corresponding CATS Plus reference below. 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 Attachment B - TO Financial Proposal Form 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 Additional Personnel shall later be coordinated by the TO Manager per the TO Technical Proposal and if requested in a Work Order. Staffing of Personnel shall be governed by the Work Order process.

B.   Additional Personnel - The TO Contractor shall provide additional personnel through the work order process. There is no guarantee the Department will use all labor categories or projected hours in the Attachment B - TO Financial Proposal Form includes projected hours by each of the following labor categories (Role/CATS Plus labor category):

ID	Additional Personnel	CATS Plus Labor	In addition to the CATS+ Labor Category Minimum Qualifications, experience in the following is Preferred
3.9.5.1	System Testing Specialist	2.10.112 Testing Specialist	Demonstrated knowledge of CMMI Level 3 software

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			development processes and participating agile software development methods.
			Prior experience as a member of an agile team using DEVOP tools,
			At least two (2) years documenting test plans, test cases, and test results, and using automated testing tools
			At least two (2) years of experience supporting systems with financial and private Personal Information
			Prior experience test systems with complexities, and environments, supported by this TORFP.
3.9.5.2	Documentation Specialist	2.10.41 Documentation Specialist	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			Prior experience participating on an agile team eliciting, documenting and validating requirements on systems with similar complexities, and environments supported by this TORFP.
			At least one (1) year of experience managing and documents on SharePoint 2010-2013 solutions for storing reference materials
			At least one (1) year of experience with Application Lifecycle Management using Microsoft Team Foundation Server 2010 tracking bug fixes, test results, and release management.

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3.9.5.3	Database Specialist	2.10.38 Database Management Specialist (Junior)	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			Prior experience developing software solutions using proven industry software architecture practices on similar initiatives with mid to large size Microsoft SQL databases containing financial and secure personal information.
			Prior experience with Microsoft SQL Server migrating to new versions of SQL sever and implementing data encryption.
3.9.5.4	Application Architect	2.10.12 Applications Development Expert	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			Prior experience developing software solutions using proven industry software architecture practices on systems with similar complexities, and environments supported by this TORFP.
			At least two (2) years designing application, including components such as user interface, middleware and infrastructure
			Design support for mobile applications, intranets, and secure transaction-based websites.
			At least two (2) years' experience migrating and redesign mature systems to

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			conform industry best practices for security and accessibility.
3.9.5.5	Data Quality and Security	2.10.101 Security, Data Specialist	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			Prior experience documenting test plans, test cases, and test results, conducting software testing and building test data on similar initiatives to the LTSS project's size and complexity.
			At least one year (1) overseeing internal security and privacy controls for risk assessment, mitigation strategies, and/or gap analyses to better support programs and activities throughout the enterprise.
			At least one (1) year experience providing guidance on application and data security and privacy compliance to data owners and executive sponsors.
			At least one year (1) experience Analyzing application security and data privacy requirements to determine risk to the organization.
			At least one year (1) experience establishing and documenting additional business processes and controls in the data protection program to align with various state and federal regulations.

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3.9.5.6	USDA-CNPs SME	2.10.102 Subject Matter Expert	Demonstrated knowledge of one or more of the following: State of Maryland Government IT Projects, Claims Systems, At least three (3) years experience in last three years in either of the two 1. Working knowledge of federal laws and regulations governing food service and School and Community Nutrition Programs 2. Administrating or enforcing Federal Child Nutrition Programs and their application to OSCNP tasks and responsibilities Interpreting and evaluate Maryland's implementation of existing policies and procedures
3.9.5.7	Training specialist	2.10.113 Training Specialist/Instructor	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods. At least two (2) years of experience 1. Conducting courses in the a classroom or over the internet in an engaging manner and ensure that the course is designed to allow active participation.

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			2. Developing a knowledge base about systems similar in to those described in the TORPF.
			3. Managing syllabus, course content exhibits, registration and rosters.
			Developing relevant hands-on exercises and any relevant data interfaces
3.9.5.8	Web Designer	2.10.17 Architect, Internet/Web	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods.
			At least two (2) years of experience designing and implementing dashboards, workflow, graphics, templates, layouts, themes, typography, and visual standards.
			At least one (1) year of experience as the lead designer of Internet and intranet web based applications providing mockups, and manage design documentation, style guides, and specifications.
			At Least one (1) year experience incorporating pages API for advance editing and GPS location services;
			Al least one (1) year of experience developing site navigation, workflows, and themes; funneling traffic

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			through the database and end users.
3.9.5.9	Wed Developer	2.10.77 Internet/Intranet Site Developer (Junior)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods.
			At least 2 two years of experience
			1. Maintaining web data collections systems in a windows server environment.
			2. Developing applications on a Microsoft .NET platform using secure file transfer protocols, scripting tools C#, SQL, HTML, XML, JAVA and HTML/CSS practices
			3. Incorporate email workflows into the systems
			4. Design, develop, and integrate dashboards using code segments from business BI tools like Microsoft Power BI.
			5. Integrate data from various back-end services and databases
			Building reports using SSRS
3.9.5.10	Advance Developer	2.10.10 Application Developer, Advanced Technology (Senior)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods.
			Work Orders will direct the advance skills needed to be recruited. Resource will range from:
			3. Sizing servers, implementing

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			documents systems and interfaces, expanding utilization of data component to Business intelligent tools like Power BI, migrating to cloud services, integrating third part tools to improve MARS and MSDC, design secure API to be used by other agencies and the developers assigned to the TORFP
3.9.5.11	Help Desk Specialist	2.10.75 Help Desk Specialist (Junior)	Demonstrated knowledge of CMMI Level 3 software development processes and participating agile software development methods. At least one (1) years of experience 1. Monitor emails and act as tier one support 2. Interface with technical staff during outages and provide users progress updates 3. Use DEVOP tools to log and track reported issues 4. Notify technical staff of issues related system upgrades 4. Notify users when issues are closed

A. In addition to the Key Personnel identified in Section 3.9.4, offerors must use the Labor Classification Resume Summary (Appendix 4) and the CATS+ labor categories from Section 2.10 of the CATS+ TORFP https://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf) for each of the personnel responsibilities and roles described in **Section 2.3.5** of this TORFP and listed below
   1) Documentation Specialist
   2) Database Management Specialist (Junior)

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3) Engineer, Software
4) Internet/Intranet Site Developer (Junior)

B. Offeror shall be capable of providing and meeting the minimum qualifications for all the labor categories proposed. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

C. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the contractor personnel submitted to satisfy the requirements listed in Section 2.3.5. 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 as described in **Section 3.9.5**. 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.

D. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).

E. 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.

F. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.9.6 Substitution of Education for Experience

A Bachelor 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.

3.9.7 Substitution of Experience for Education

A. Substitution of experience for education may be permitted at the discretion of the State.

B. Substitution of Professional Certificates for Experience:
Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may **NOT** be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.9.8 TO Contractor Personnel Maintain Certifications

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

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3.9.9 Work Hours
A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Department Business Hours (see definition in **Appendix 1**).
B. Needs beyond the hours described in paragraph A may be defined in a Work Order.
C. TO Contractor Personnel may also be required to provide occasional support outside of Department 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. Time Off Requests: 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.

3.10 Substitution of Personnel
3.10.1 Directed Personnel Replacement
A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or 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 days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice

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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.

3.10.2 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.

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.

3.10.3 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.

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3.11 Minority Business Enterprise (MBE) Reports
3.11.1 MBE PARTICIPATION REPORTS
Department will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

3.11.2   Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.
   A.   The TO Contractor shall submit the following reports by the 15th of each month to the Department at the same time the invoice copy is sent:
      1)   A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
      2)   (If Applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.11.3   The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15th of each month.

3.11.4   Subcontractor reporting shall be sent directly from the subcontractor to the Department. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

3.12 Veteran Small Business Enterprise (VSBE) Reports
There is no VSBE Goal for this Task Order.

3.13 Work Orders
All Work Orders for system enhancements require at least minimal System Development Life Cycle (SDLC) documentation that addresses design, development, testing, and implementation steps to control scope, cost, and time (i.e., pre-approved requirements, milestone schedule, testing and fault remediation processes). Specific SDLC artifacts will be requested with each Work Order. This includes developing design, test plan and traceability documents for all Work Orders, and conducting/demonstrating quality assurance testing prior to MSDE.
   A.   Additional work and resources may be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
   B.   Work orders will be created, approved, tracked, and implemented using the following process, and management of the work orders will be accomplished using Version 1.

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C. Unless stated in the Work Order, all work will be performed remotely. Escalated issues may require TO Contractor to provide an onsite presence at the MSDE location.

D. The TO Manager will create a Work Order request in Version 1 and assign it to the TO Contractor. The request will include
   1) Technical requirements and description of the services needed
   2) Performance objectives and /or deliverables, as may be applicable
   3) Due date and time for submitting a response to the request
   4) Performance testing period
   5) Other specific information as requested from the TO Contractor

E. The TO Contractor shall review Work Order requests from MSDE and shall host meetings to confirm scope and technical issues.

F. The TO Contractor shall then respond prior to the due date in Version 1 to the request. The TO Contractor will attach a design document which shall include at a minimum:
   1. Response that details the TO Contractor's understanding of the work.
   2. Description of the proposed work plan in narrative format including time schedules, and if required, a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resource and related tasks, including an explanation of how tasks will be completed.
   3. Each resource proposed in the Work Order response must be categorized by a labor category defined in CATS+ or this TORFP and meet the minimum qualifications of the proposed labor category.
   4. Description of the cost, in a Not-to-Exceed estimated effort broken into 30 minute increments.
   5. Design Documents will include impacted data items, web pages, reports, edit checks, and Testing Strategies.
   6. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
   7. State-furnished information, work site, and/or access to equipment, facilities, or personnel; the personnel resources; and the estimated hours required to complete the task In 30 minute increments for each labor category required.
   8. Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).

G. The TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. If the response is satisfactory the Work Order will be assigned to the TO Contractor in Version 1. This assignment/approval will constitute NTP.

H. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order.

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I.   Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

J.   The TO Contractor shall make a formal request and obtain prior approval if additional work hours are needed to complete an approved Work Order.

K.   MSDE's support team will provide acceptance of the Work Orders by completing user acceptance testing prior to authorizing the completed work to be migrated into production

L.   Work Order Completion & Deliverable Acceptance:

1.   Upon UAT completion of a Work Order, the TO Contractor shall document and present each deliverable defined in the Work Order, in final form, to the TO Manager along with an Agency Deliverable Product Acceptance Form (DPAF).

2.   After confirming test results and acceptance with stakeholders, the TO Manager shall sign Agency Deliverable Product Acceptance Form (DPAF) and return a copy to the TO Contractor.

3.   In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable for UAT before submitting a new Agency Acceptance of Deliverable Form to the TO Manager.

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.

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

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3.14.3 Contract Management Oversight Activities

A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at $1 million or greater, but all CATS+ Task Orders are subject to review.

B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at http://doit.maryland.gov/contracts/Documents/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.

3.14.4 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.

3.14.5 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

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

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

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

4.1.4   Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.1.5   In order to assure adequate accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

4.1.6   Conference attendance will be limited to two (2) attendees per company.

4.1.7   Those wishing to attend the web Conference may request a meeting invitation by emailing Robin Harding at robin.harding1@maryland.gov no later than 2:00 PM on February 5, 2021. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the TO Procurement Officer will reply with a registration email with a link that may be used to register for the conference.

4.2   Questions

4.2.1   All questions shall identify in the subject line the Solicitation Number and Title (R00B0600011 - System Operation and Maintenance Support for Maryland Accountability & Reporting System (MARS) and Maryland Direct Certification System (MDCS)), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.

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

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

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4.3 TO Proposal Due (Closing) Date and Time

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

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

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

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

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

4.4 Award Basis

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

4.5 Oral Presentation

4.5.1 Offerors and proposed TO Contractor Key Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the Internet (e.g., Google Meet) in lieu of in-person interviews.

4.5.3 Web Master: Qualified candidates will be asked to provide static or live demonstrations of their work. Samples of their work shall be presented during the oral presentation and interview process. The work shall demonstrate strong visual design and layout skill set, with an understanding of web standards, Internet browser capabilities, design considerations for complex information gathering, and processing of sensitive/secure information over the web. The Web Master must also demonstrate strong

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communication skills to both technical and non-technical stakeholders. This experience will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

4.6   Limitation of Liability

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

4.7   MBE Participation Goal

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

4.7.2   In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

4.8   VSBE Goal

There is no VSBE participation goal for this procurement.

4.9   Living Wage Requirements

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

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

4.10   Federal Funding Acknowledgement

4.10.1   There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).

4.10.2   The total amount of federal funds allocated for the MSDE headquarters is $209,785,382.00 in Maryland State fiscal year 2019. This represents 64.9% of all funds

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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 TO Agreement contains federal funds. The source of these federal funds is: The United States Department of Agriculture. The CFDA number is: 10.560. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. 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 TO 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 TO Agreement.

4.11 Conflict of Interest Affidavit and Disclosure

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

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

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

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

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (Offeror)

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

4.12.2 Non-Disclosure Agreement (TO Contractor)

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

4.13 HIPAA - Business Associate Agreement

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

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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

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

4.16 Location of the Performance of Services Disclosure

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

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

This solicitation is not assigned as a Small Business Reserve Set-Aside.

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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:

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

5.3   TO Proposal Packaging and Delivery

5.3.1   TO Proposals delivered by facsimile shall not be considered.

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

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

    A.   Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.

5.3.4   E-mail submissions

    A.   All TO Proposal e-mails shall be sent with password protection.

    B.   The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

    C.   The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MSDE upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

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    D.   The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

    E.   TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.

    F.   The e-mail submission subject line shall state the TORFP R00B0600011 and either "Technical" or "Financial."

5.3.5   Two Part Submission:

    A.   TO Technical Proposal consisting of:

        1)   The TO Technical Proposal in searchable Adobe PDF format,

        2)   a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and

    B.   TO Financial Proposal consisting of:

        1)   TO Financial Proposal and all supporting material in Microsoft Excel format with password protection,

        2)   a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

5.4   Volume I - TO Technical Proposal

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

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

5.4.2   The TO Technical Proposal shall include the following documents and information in the order specified as follows:

    A.   Proposed Services:

        1)   Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.

        2)   Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.

        3)   Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.

        4)   Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.

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5) 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.

6) Description of technical risk of migrating from the existing TO Contractor

7) 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 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this noncompete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

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

C. Minimum Qualifications Documentation (If applicable)
The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

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D.   Proposed Personnel and TORFP Staffing

Offeror shall propose exactly 4 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 1.2** 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.

7)   Provide a Team Meeting Plan that identifies all regular meetings required to manage the work, including

   a)   Meeting frequency / cadence

   b)   Inputs

   c)   Outputs / artifacts

   d)   Expected attendees

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.

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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

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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).

5.5 Volume II – TO Financial Proposal

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

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

5.5.3 **MARS-MDCS Attachment B-1** – T&M Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.

5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the

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rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

5.5.6   Prices shall be valid for 120 days.

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6   Evaluation and Selection Process

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

6.1   Evaluation Committee

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

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

6.2   TO Technical Proposal Evaluation Criteria

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

6.2.1   Offeror's Technical Response to TORFP Requirements (See TORFP **§ 5.4.2**)
The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2   Experience and Qualifications of Proposed Staff (See TORFP **§ 5.4.2.D**)
The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation).

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

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

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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**.

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

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

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7   TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as "with proposal" in the "When to Submit" column 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:

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

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described 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	10 Business Days after recommended award	C	MBE Forms D-2, D-3A, D-3B **Important:** Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	C	MBE Forms D-4A, D-4B, D-5
Y	With TO Proposal	E	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	F	Federal Funds Attachments

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Y	With TO Proposal	G	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	H	Non-Disclosure Agreement (TO Contractor)
Y	With TO Proposal	K	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	L	Task Order Agreement
Y	With Proposal	M	Certification Regarding Investment in Iran
Appendices			
Applies?	**When to Submit**	**Label**	**Attachment Name**
Y	N/A	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to submittal in response to a Work Order	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
Y	Before TO Proposal, as directed in the TORFP.	5	Non-Disclosure Agreement (Offeror)
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

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Attachment A.	TO Pre-Proposal Conference Response Form

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A TO Pre-proposal conference will be held on February 5, 2021, 2:00 PM Local time. at Google Meet please dial in 1-617-675-4444 pin# 4487125982983#.

Please return this form by January 28, 2021 4:00 PM Local Time, advising whether or not you plan to attend. The completed form should be returned via e-mail to the TO Procurement Officer at the contact information below:

      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

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Attachment B.	TO Financial Proposal Instructions & Form

For T&M labor rate submission, see separate Excel TO Financial Proposal Form **MARS-MDCS Attachment B Financial Proposal.xls**.

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| **Attachment C.** | **Minority Business Enterprise (MBE) Forms** |

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

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

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

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

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

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

B. The Living Wage Law does not apply to:
    (1) A Contractor who:
         (a) Has a State contract for services valued at less than $100,000, or
         (b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.
    (2) A subcontractor who:
         (a) Performs work on a State contract for services valued at less than $100,000,
         (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
         (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
    (3) Service contracts for the following:
         (a) Services with a Public Service Company;
         (b) Services with a nonprofit organization;
         (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
         (d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living

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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.shmtl and clicking on Living Wage for State Service Contracts.

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Attachment F.	Federal Funds Attachments

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf.

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Attachment G.	Conflict of Interest Affidavit and Disclosure

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf.

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Attachment H.	Non-Disclosure Agreement (TO Contractor)

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf.

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Attachment I.	HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment J.	Mercury Affidavit

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

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Attachment K.	Location of the Performance of Services Disclosure

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

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Attachment L.	Task Order

CATS+ TORFP# R00B0600011 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this _____ day of _____, 2019 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 # R00B0600011.
    b. "CATS+ TORFP" means the Task Order Request for Proposals # R00B0600011, dated _____ _____, 2020, 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 Gail Robinson. 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

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and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

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

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

3.   Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the 3rd anniversary thereof. At the sole option of the State, this TO Agreement may be extended for one two-year period for a total TO Agreement period ending on _____.

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

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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

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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

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Attachment M.	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 to 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:

_____

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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. Agile Methodology – Focuses on customer satisfaction, breaks development methods into small increments to minimize the up-front planning and design. Iterations, or sprints, are short two to four weeks. Each iteration involves a cross-functional team working in all functions: planning, analysis, design, coding, unit testing, and acceptance testing

E. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of "Department Business Hours" below).

F. COMAR – Code of Maryland Regulations available on-line at http://www.dsd.state.md.us/COMAR/ComarHome.html.

G. CMMI - Capability Maturity Model Integration CMMI) is a strategy with multiple levels. CMMI level-3 focuses on proactive approaches to managing: Capacity, Availability, Resolution, Issue Prevention, Work, Risk, Continuity, System Development, Services, Transition, and Delivery

H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data

I. DBA – Database Administrator

J. Department Business Hours - Department Business Hours are 7:300 a.m. – 6:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.

K. DMZ - "Demilitarized Zone" The purpose of a DMZ is to add an additional layer of security to an organization's local area network (LAN): an external network node can access only what is exposed in the DMZ, while the rest of the organization's network is firewalled. The DMZ functions as a small, isolated network positioned between the Internet and the private network and, if its design is effective, allows the organization extra time to detect and address breaches before they would further penetrate into the internal networks.

L. DEVOP Tools – Provide Developers, testers, and owners, with automating Change, iterative process, release, hot-fixes managing backlogs, and approval. DevOps tools also assist Agile teams by improving the pace of delivery without compromising quality.

M. DoIT – Department of Information Technology

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N. Effective Date - The date of mutual TO Agreement execution by the parties

O. 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.

P. ERwin - a computer-aided software engineering (CASE) tool

Q. FMIS - Financial Management Information System. The State's accounting and inventory system, which is run on the Comptroller's IBM Mainframe (using Z/OS) and operated by technical staff at DoIT. FMIS consists of two primary components, R*STARS (accounting) and ADPICS (purchasing/inventory).

R. Generation Data Groups (GDG) – each instance of the GDG is called a generation or generation data set (GDS). A generation data group (GDG) is a collection of versions of related files that are arranged in chronological order. Each file can be referenced by a relative value or by the assigned unique generation number within the catalogued group.

S. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

T. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services

U. 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 3.9** .

V. 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.

W. 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.

X. Maryland State Department of Education or (MSDE or the "Department")

Y. 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.

Z. 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.

AA. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.

BB. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.

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CC. Office of School and Community Nutrition Programs (OSCNP) is office within MSDE serving as the owner of the systems and business operations supported by this TORFP

DD. 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.

EE. 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.

FF. QA – Quality Assurance.

GG. REST - Representational State Transfer is a software architectural style that defines a set of constraints to be used for creating Web services.

HH. RESTful - Web services that conform to the REST architectural style, called RESTful

II. R*STARS - Relational Statewide Accounting And Reporting System, accounting component of the State's financial management system.

JJ. 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.

KK. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data

LL. 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

MM. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.

NN. 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

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OO. 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.

PP. 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

QQ. 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.

RR. State – The State of Maryland.

SS. 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.

TT. Summer Site Search Tool – An MSDE hosted website allows the public to identify locations where Summer Meals are being served. https://mars.msde.maryland.gov/mars_sitesearch/

UU. Summer Food Rocks - Site Finder website locates USDA Approved sites throughout the United States of America. https://www.summerfoodrocks.org/

VV. Systems (the Systems) – Maryland Accountability Reporting System (MARS) and Maryland Direct Certification System (MDCS) collectively.

WW.   System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

XX. 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.

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     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

YY. Task Order (TO) – The scope of work described in this TORFP.

ZZ. 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.**

AAA.   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.

BBB.   TO Proposal – As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.

CCC.   Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

DDD.   Third Party Software – Software and supporting documentation that:

     1)   are owned by a third party, not by the State, the TO Contractor, or a subcontractor,

     2)   are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and

     3)   were specifically identified and listed as Third Party Software in the Proposal.

EEE.   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**).

FFF.   Upgrade - A new release of any component of the Systems containing major new features, functionality and/or performance improvements.

GGG.   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.

HHH.   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.

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Appendix 2. Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

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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 State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order 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

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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

       1)   the resource that best fits the specified CATS+ Labor Category for the key personnel specified in Section 3.9   .3 A-H

       2)   the CATS+ Labor Category that best fits each proposed resource in response to Section 3.9   .3 I-L   A Master Contractor <u>may only</u> 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.

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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.

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4A MINIMUM QUALIFICATIONS SUMMARY
CATS+ TORFP # R00B0600011
All content on this form <u>must also</u> 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 4B
LABEL 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.)

FROM	TO	Job Title and Company
Match to Form Appendix 4B:		<insert cross-reference(s) to the full description on Form 4B>

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.)

FROM	TO	Job Title and Company
Match to Form Appendix 4B		<insert cross-reference to the full description on Form 4B>

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

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<<signatoryFirstName>>
<<signatoryLastName>>

Printed Name: Printed Name

Date   Date

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4B. Labor Classification Personnel Resume Summary

TORFP # R00B0600011

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

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<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>			

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Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE: Integration Specialist	CATS+ LABOR CATEGORY - 2.10.3 Analyst, Computer Software/Integration (Senior)
Requirements (See Section 1.2.1) Preferences (See Section 3.9.4.1	Candidate Relevant Experience *
Education: ● BS in Computer Science or a related field AND three years of integrating applications; OR, Five years of managing integration and deployment of intranet and web portals.	Education:
Experience: *Required:* ● Three years of experience as the primary contact point for planning software integration, executing release strategies, and validating completion of software releases. ● Three years of experience managing and assigning tasks to developers and measuring their progress. ● Three years, completing design documents, managing a team of developers, performing maintenance and new development using ASP.Net solutions in a Microsoft Team Foundation Server environment. ● Three years of experience installing and maintaining IIS 7 configuration and related services. ● Three years of experience using Application Lifecycle Management techniques release management and issue management, tracking bug fixes, and system testing, using Microsoft Team Foundation Server. *Preferred:* ● At least one (1) year of experience managing releases using .NET 4.0 framework or newer.	Experience:

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● At least one (1) year of experience managing, Test and Production releases using Team Foundation Server 2010 environment and Microsoft Universal Access Gateway 2010, or newer: tracking bug fixes, and test results, and release management.	
Duties: ● Manage scheduled releases ● Coordinate system testing, user acceptance testing, and production release. ● Provide communications on the status of release and what is included with the release ● Validate the completeness of all development efforts prior to release. ● Coordinate any intervention need with DoIT to complete the release to production including submitting stored procedures and scripts in advance for review by DoIT. ● Develop and maintain project management plan and related artifacts including risk and issue management. ● Validate when the release efforts have been completed, and report and issues ● Refine release processes based on lessons learned.	Duties:

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

TO Contractor Representative:

_____
Signature

_____
Printed Name:

_____
Date

Proposed Individual:

_____
Signature

_____
Printed Name

_____
Date

Sign each Form

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Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE: Project Manager	CATS+ LABOR CATEGORY – 2.10.95 Project Manager
Requirements (See Section 1.2.2) Preferences (See Section 3.9.4.2)	Candidate Relevant Experience *
Education: *Required:* ● Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. **Preferred:** ● Master's degree	Education:
Experience: *Required:* ● Current Project Management Institute (PMI) Certified Project Management Professional and at least one current certification in the following: 11) PMI-Agile Certified Practitioner (ACP) 12) Certified Scrum Master (CSM) 13) Certified Product Owner (CSPO) 14) Certified Developer (CSD) 15) Professional Scrum Master (PSM) 16) Professional Scrum Product Owner (PSPO) 17) Professional Scrum Developer (PSD) 18) Scaled Agile Framework (SAFe) 19) Disciplined Agile Delivery (DaD) 20) Large-Scale Scrum (LeSS) ● Five years of experience managing project life cycles, risk, resources, schedules, and oversight of Internet and intranet software operation and support projects. ● Three years of experience managing Internet projects for government agencies in a multi-tier environment.	Experience:

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• Three years of experience using Microsoft Project, Microsoft SharePoint, Microsoft Office, and Adobe. • Three years of experience with Application Lifecycle Management within Microsoft Team Foundation Server. *Preferred:* 1. One year of experience using project tracking tools such as VersionOne or Azure.	
Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to date status reports. Demonstrates excellent writing and oral communication skills.	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

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Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE: Lead Quality Assurance Specialist	CATS+ LABOR CATEGORY – 2.10.98 Quality Assurance Specialist
Requirements (See Section 1.2.3) Preferences (See Section 3.9.4.3)	Candidate Relevant Experience *
Education: *Required:* Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, OR three years of equivalent experience in testing Internet and intranet applications.	Education:
Experience: *Required:* - Three years of software testing experience (integration and acceptance) on multiple projects. - Three years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and demonstrated knowledge of system and project life cycles. - Three years of experience testing database interfaces in a multi release project environment. - Three years of experience creating development and execution of test cases for Unit Testing, User Acceptance Testing, interoperability testing, System Integration testing and Performance testing of a multi-tier Internet and Intranet Solution. - Three years of experience managing a system test and acceptance process by gathering stakeholder input and feedback, and developing and implementing tools to improve the process.	Experience:

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● One year of experience with Application Lifecycle Management using Microsoft Team Foundation Server, tracking bug fixes, and test results, and release management. ***Preferred:*** ● At least one (1) year of experience creating development and execution of test cases for Unit Testing, Financial Systems and testing security features to secure personal information in a Microsoft IIS 7.0, or newer environment.	
Duties: Must be capable of designing quality assurance controls and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.	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

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Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE: Lead Web Designer	CATS+ LABOR CATEGORY – 2.10.78 Internet/Intranet Site Developer (Senior)
Requirements (See Section 1.2.4) Preferences (See Section 3.9.4.4)	Candidate Relevant Experience *
Education: BS in Computer Science or a related field AND three years of system and/or programming experience; OR, five years of programming and web page design experience.	Education:
Experience: *Required:* ● Two years of experience working interfacing with driving directions and Google Maps based on Search results, SQL search strings ● Three years of experience programming and designing solutions using IIS. ● Two years of experience designing websites using ASP.Net, HTML,XML, CSS, and JavaScript. ● Two years of experience working with SharePoint Designer, and Microsoft Visual Studio. ● Two years of experience designing and implementing dashboards, workflow, graphics, templates, layouts, themes, typography, and visual standards. ● One year of experience as the lead designer of Internet and intranet web based applications providing: mockups, and manage design documentation, style guides, and specifications. ● One year of experience with Application Lifecycle Management using Microsoft Team Foundation Server tracking bug fixes, and test results, and release management. *Preferred:*	Experience:

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• One (1) year of experience redesigning websites from the initial concept, impact, to release in a Microsoft IIS 7.0, or newer environment. • One (1) year of experience integrating SharePoint 2010 services, or newer into an existing website running Microsoft IIS 7.0, or newer.	
Duties: • Produce visual designs, and layouts that will lead web users through the complex business processes that make up MARS based on web standards • Develop web pages and mockup based on Web Standards, Internet Browser Capabilities. • Interact with MSDE Stakeholder on both technical and non-technical design issues. • Design pages for locating site and producing direction using Google MAPS. • Trouble shoots issues with design and improves the customer web experience with MARS. • Enhance designs to improve user experience, search engine optimization, and website maintenance • Develops site navigation by categorizing content, funneling traffic through content • Produce pre-design where appropriate utilizing storyboarding and graphics. • Maintains site appearance by collaborating with DoIT on developing processes for enforcing content and display standards; editing submissions.	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

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Printed Name: _____

Printed Name _____

Date _____

Date _____

Sign each Form

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Appendix 5. Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the "Agreement") is made this ____day of _____ 20__,
by and between _____ (hereinafter referred to as "the OFFEROR ") and
the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response
to TORFP # R00B0600011 for System Operation and Maintenance Support for Maryland
Accountability & Reporting System (MARS) and Maryland Direct Certification System
(MDCS). In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for
the State to provide the OFFEROR with access to certain confidential information All such
information provided by the State shall be considered Confidential Information regardless of the
form, format, or media upon which or in which such information is contained or provided,
regardless of whether it is oral, written, electronic, or any other form, and regardless of whether
the information is marked as "Confidential Information". As a condition for its receipt and
access to the Confidential Information described above, the OFFEROR agrees as follows:

1.   OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any
purpose in any form any Confidential Information received, except in connection with the
preparation of its TO Technical Proposal.

2.   Each employee or agent of the OFFEROR who receives or has access to the Confidential
Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of
such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this
Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth
herein that are applicable to the OFFEROR.

3.   OFFEROR shall return the Confidential Information to the State within five business
days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal,
the OFFEROR shall return the Confidential Information to Robin Harding, MSDE on or before
the due date for Proposals.

4.   OFFEROR acknowledges that the disclosure of the Confidential Information may cause
irreparable harm to the State and agrees that the State may obtain an injunction to prevent the
disclosure, copying, or other impermissible use of the Confidential Information. 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/or to seek damages for the OFFEROR'S failure to comply with the
requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the
Maryland State Courts.

5.   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 OFFEROR or any employee or agent of the OFFEROR to
comply with the requirements of this Agreement, OFFEROR and such employees and agents of
OFFEROR shall hold harmless and indemnify the State from and against any such losses,
damages, liabilities, expenses, and/or costs.

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

7.   OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding five years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8.   The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror:

By:

Signature/Seal

Printed Name:

Title: <<signatoryTitle>>

Date:

Address:

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Appendix 6. MARS and MDCS Reports

The following reports are run against the MARS application.
1. Annual Financial Report (AFR) Detail FCC
2. AFR Detail MK
3. AFR Detail SM
4. AFR FCC Agency View
5. AFR FCC MSDE View
6. AFR Funding Analysis MK
7. AFR Funding Analysis SM
8. AFR MK Agency View
9. AFR SM Agency View
10. AFR SM MSDE View
11. AFR SM Submission
12. Agency SN Reports
13. Agency Detail Report
14. Agency Domain Site PA Owner
15. Blue Book Agencies Meal Count Site Detail
16. Blue Book Agency Reimbursement Summary
17. Blue Book Agency Report
18. Blue Book CA
19. Blue Book FCC
20. Blue Book FFVP
21. Blue Book MK
22. Blue Book MMFA
23. Blue Book Reimbursement Summary - with links to supporting data
24. Blue Book Reimbursement Summary - without links to supporting data
25. Blue Book SFSP
26. Blue Book Site Report
27. Blue Book SM
28. Blue Book State Summary by CFDA
29. Blue Book State Summary by Agency
30. CA Agency Summary
31. CEP Applications List
32. CEP Site Group
33. CEP Summary Yearly
34. CEP Summary Percentage
35. Detail Reimbursement of Lunch Participation
36. Domain Agency PA Owner
37. Domain Claim Prepare Detail CA
38. Domain Claim Prepare Detail FCC

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39. Domain Claim Prepare Detail MK
40. Domain Claim Prepare Detail SFSP
41. Domain Claim Prepare Detail SM
42. Domain Claim Submission Error
43. Domain Claim Submitted Detail CA
44. Domain Claim Submitted Detail FCC
45. Domain Claim Submitted Detail MK
46. Domain Claim Submitted Detail SFSP
47. Domain Claim Submitted Detail SM
48. Domain Dashboard SFSP Gauge
49. Domain Summary Dashboard
50. FCC Agency Summary Report
51. FFVP Application Report
52. FFVP Claim Report
53. FFVP Dashboard
54. FFVP Monthly Claims Report
55. FFVP Projection Report
56. FFVP Final
57. FFVP Candidate Pool
58. FM CA ECRR
59. FM CA ECRR Revisions
60. FM CPR Report
61. FM FCC ECRR
62. FM FCC ECRR Revisions
63. FM Milk ECRR
64. FM School ECRR
65. FM School ECRR FFVP
66. FM School ECRR FFVP Revisions
67. FM School ECRR MMFA
68. FM School ECRR MMFA Revisions
69. FM School ECRR Revisions
70. FM SFSP ECRR
71. FM SFSP ECRR Revisions
72. FNS-10
73. FNS-44
74. FNS-418
75. FNS-742
76. Governor ADP Report CA SM
77. Governor ADP Report FCC
78. Governor ADP Report MK
79. Governor ADP Report SFSP
80. IRS Report

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81. Master Agreement Policy Statement
82. MK Agency Summary
83. MMFA Application Report
84. MMFA Application Report Finalization
85. MMFA Claim Report
86. MMFA Dashboard
87. MMFA Geographic Report
88. MMFA Monthly Claims Report
89. MMFA Projection Report
90. MMFA Socioeconomic Report
91. MMFA Final
92. MMFA Pool
93. October 31 Report Draft
94. October 31 Report Final
95. PA Resource
96. PBR Certification History
97. Reimbursement CA
98. Reimbursement FCC
99. Reimbursement MK
100. Reimbursement SFSP
101. Reimbursement SM
102. Renew Status Summary Dashboard
103. Renewal Status Detail
104. Renewal Status Chart
105. Renew Status Summary Report
106. School Attendance Factor
107. School Domain Site Application Meal Participation Report
108. School Meal Site Delivery Method For Breakfast By Method
109. SFA Analysis Report
110. SFSP Agency Summary Report
111. SFSP CA Site Report
112. SFSP Contact
113. SFSP Site Report
114. SFSP Non-Congregate Meals Report Site Catalog Report
115. Site Num Change tracking
116. SM Agency Summary Report
117. SN Reports By Agency

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The following reports are run against the MDCS application.
1. FNW April Data Report
2. FNW October Data Report
3. FNW Matched Student List Report
4. FNW Non Matched Student List Report
5. FNW User Activity Report
6. FNW No Activity Report
7. FNW Site Change Count Report
8. FNW Site Reconciliation Report
9. Match Non-Match Address Report
10. USDA Report 834
11. Cumulative Student Record History
12. FNW Non Serviced Student Report
13. FNW Sponsor Summary Report
14. FNW User Listing Report
15. Invalid File Format Status Report
16. Sponsor Non Matched Student List Report
17. Medicaid Eligibility Change Report
18. Sponsor April Data Report
19. Sponsor October Data Report
20. Sponsor Matched Student List Report
21. Sponsor User Activity Report
22. Sponsor Summary Report
23. File Status Report
24. Fixed Length Flat File Export
25. Non Serviced Student Report Export
26. FNW Agency User Activity Report
27. FNW Agency User No Activity Report
28. FNW Granular Fail Details Report
29. Sponsor Granular Fail Details Report
30. FNW Direct Verification Daily Report
31. FNW Direct Verification Cumulative Report
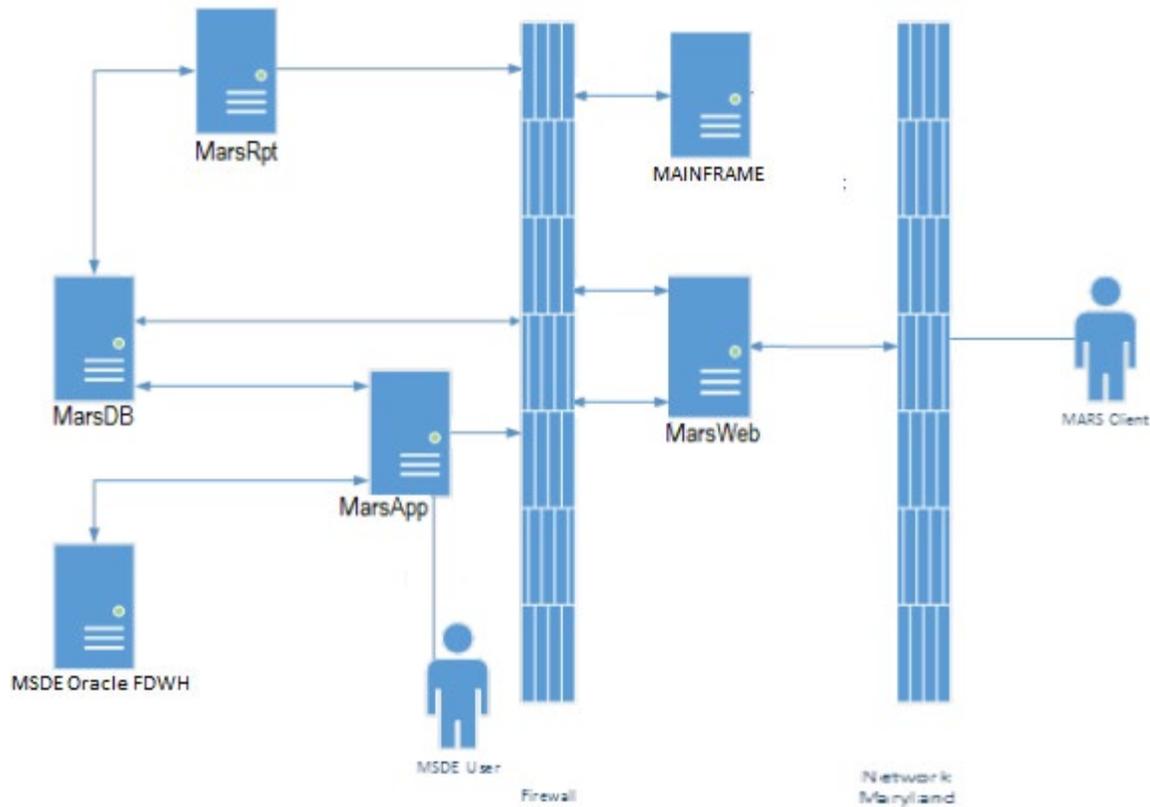32. FNW Direct Verification Change of Status Report

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Appendix 7. Technical Environment Description

MARS Server Topology (replicated in each environment)

|	
MarsRPT	SQL Reports used by MARS
MarsDB	MARS databases
ORACLE FDWH*	Provides an ODBC read only - verify vendor numbers and vendor addresses in MARS
MARS App	MARS Intranet application used by internal MSDE/MARS team members
MAINFRAME*	Stores MARS batch file and handles the nightly FMIS processes
MARSWeb	Hosts MARS Web application and MARS Summer Site Search
MSDE User	Only internal staff at MSDE have access to the MARS Intranet application host on MarsApp
MARS Client	Designated users have access roles to the MARS Internet application hosted on MarsWeb

* Managed by DoIT, any updates to access controls will submitted to the DoIT service desk. Environments hosted by the TO Contractor will not have access to the server. For efforts requiring access that cannot be emulated in the TO Contractor's environments, UAT or ST will be scheduled for testing.

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MDCS Server Topology (replicated in each environment)
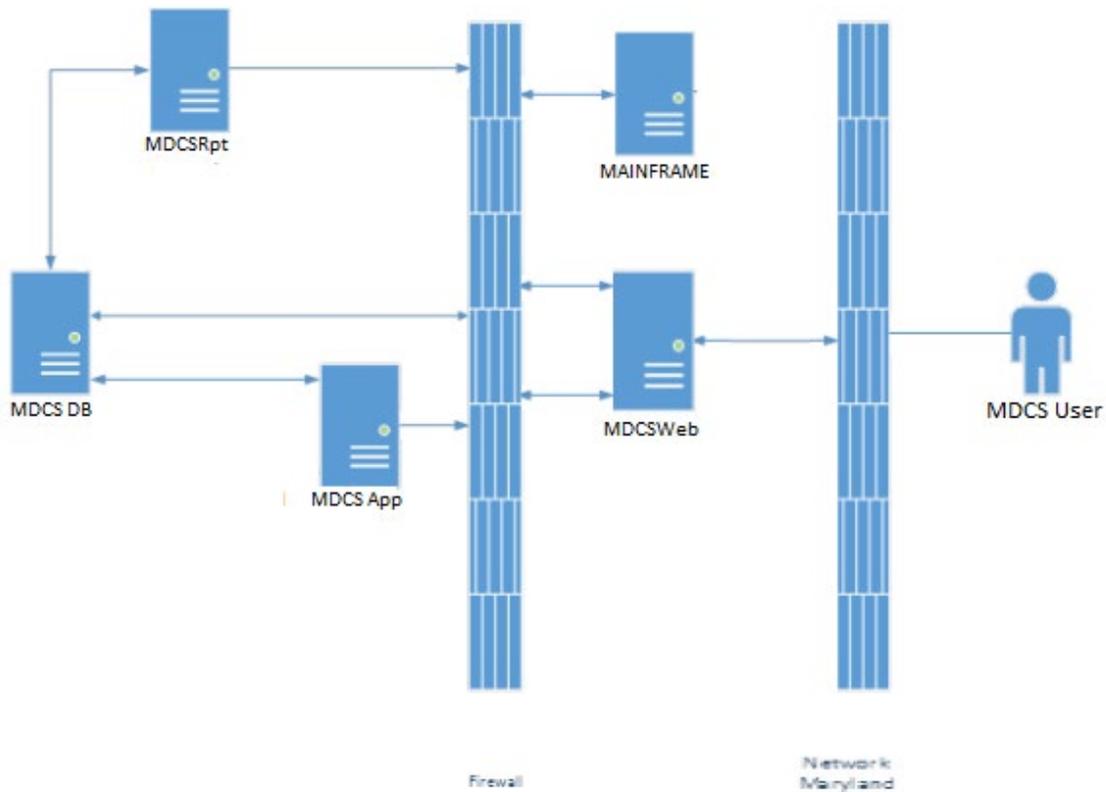
MDCSRPT	SQL Reports used by MDCS
MDCSDB	MDCS databases
MDCS App	MDCS processed uploaded data, matching processes, and nightly scheduled process
MAINFRAME*	Hosted DHS Interface for loading MDCS SNAP, TCA, and Foster records
MDCSWeb	Hosts MDCS Web application
MDCS User	Designated external MDCS Users and MSDE Staff access MDCS via the internet

* Managed by DoIT any updates to access controls will submitted to the DoIT service desk. Environments hosted by the TO Contractor will not have access to the server. For work efforts requiring access that cannot be emulated in the TO Contractor's environments, UAT or ST will be scheduled for testing.