Addendum No. 2
RFP R00B2600068
Analyst, Computer Software Integration (Senior)

August 19, 2022

This addendum is being published to answer questions and extend the due date. Please consider this information when submitting your bid. You must acknowledge this addendum by using the attached form with your submission.

GENERAL INFORMATION

1. The Proposal due date is changed from **August 15, 2022, at 10:00 a.m. to September 12, 2022 10:00 a.m.**

2. Submissions will **only** be accepted **via eMaryland Marketplace Advantage**. **No mailed, e-mailed, mailed, hand delivered, or faxed bids will be accepted.**

3. **Service Level Agreement (SLA) Requirement Added**

4. **Financial Proposal Form (Attachment B) - Revised.**

VENDOR INQUIRIES

1. Appendix 4. Labor Classification Personnel Resume Summary (page 67-68) states various general experiences. Can you please clarify the difference between the first general experience and the second one?

   Response: The general experiences are outlined in the TORFP and stated again below; experience is required in both:
   1) **General Experience: The proposed candidate must have at least eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.**
   2) **General Experience: This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.**

2. Appendix 4. Labor Classification Personnel Resume Summary (page 67-68) states three specialized experiences. Can you please clarify the difference between the three?

   Response: The specialized experiences are outlined in the TORFP and stated again below;

experience is required in all three:

1) <u>Specialized Experience:</u> **The proposed candidate must have at least five (5) years of experience as a Computer Systems Analyst. This individual must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. This individual must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, finance, and accounting. This individual must be knowledgeable in life-cycle support, including maintenance, administration, and management**

2) <u>Specialized Experience:</u> **The proposed candidate must have at least three (3) years of experience in IT systems analysis and programming. 1. Designing, developing, engineering, and implementing solutions to MLS requirements; 2. Gathering and organizing technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena; 3. Performing risk analyses, which also includes risk assessment; and 4. Providing daily direction to staff**

3) <u>Specialized Experience:</u> **The proposed candidate must have at least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. The proposed candidate must have at demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude**

3. The solicitation mentions several tasks and duties for the two positions requested, but these are in different areas (development, systems administration, and databases). Can you please provide the percentage of work for each of the areas mentioned?

   Response: The State cannot provide fixed percentages, as needs will fluctuate

4. Is there an incumbent?

   Response: Yes

5. Will MSDE consider waiving the following requirement or making it preferred: Offeror personnel must demonstrate knowledge of Maryland's 1915© Home and Community-Based Services Waiver for Children with Autism Spectrum Disorder, also known as the Autism Waiver."?

   Response: No

6. Is there an incumbent, are they permitted to submit a proposal for this TORFP?

   Response: Yes there is an incumbent; yes, they are permitted to submit a proposal

7. Is the incumbent currently providing the services under the scope? If yes, who is the incumbent and are they eligible to re-bid?

   Response: Yes. Group Z. Yes, the incumbent is eligible to re-bid.

8. Section 3.9.3 Personnel Experience- This section looks super restrictive on the requirement. Could you please advise why is it restrictive and can the same be considered as preferred?

Response: This experience is needed and required

9. Who (which vendor) is currently performing these services?

Response: Group Z

10. What is the vendor company name and when is their contract expiring?

Response: The incumbent is Group Z with a contract expiration date is November 21, 2022

11. How many resources are working on this contract?

Response: The solicitation requires two (2) resources.

12. Section 3.6.4 States "**3.6.4 Cyber Security/Data Breach Insurance**

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

Response: Please see the response to Question # 13

13.   Question: We understand this is a boiler plate text from DoIT TORFP template. Given that the work is being done with in the firewalls of MSDE and there are many layers of security above these applications, we request the State to consider removing this requirement? Many agencies have done so after reviewing the requirements. Some have reduced the limits to $3 mil or $5 mil. Just FYI- the cost of this insurance or $10 mil is in the range of $30,000 - $40,000 per year.

Response: By submitting a Proposal in response to this TORFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this TORFP and the Contract. Any exceptions to this TORFP or the Contract shall be clearly identified in the Executive Summary of the Offeror's Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MSDE reserves the right to accept or reject any exceptions.

14. We are assuming that MLS (found in page 68) is Maryland Longitudinal Database System. Can you please confirm?

Response: Multi Level Security (MLS)

15. TORFP: references on P.7

2.5.1 G. The state requires that the Offeror price individual software modules separately.

2.5.1 H. The state also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.

Question: Please clarify, as this TORFP is for hourly maintenance services.

Response: Currently the MSDE provides all the software (SQL server, .Net framework, Crystal reports etc.). It is not anticipated that the Offeror would be required to purchase software or licenses.

16. TORFP references on P. 17

3.6.4 Cyber Security/ Data Breach Insurance

In addition to the insurance specified in the CATS+ RFP Section 2,7, Contractor shall maintain Cyber Security/ Data Breach Insurance in the amount of ten million dollars ($10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

Question: Since data and security are maintained at MSDE, please confirm whether this insurance is required and if so, if it is required in the amount stated.

Response: Please see the response to Question #13.

17. TORFP references on P. 29

3.14.4 Source Code Escrow

Source Code Escrow applies to this TO Agreement. The TO Contractor shall perform source code escrow as described herein.

Question: Please confirm whether this is a requirement.

Response: Yes

18. From pre-proposal conference:

It is my understanding that the budget for all 5 years (3 base years plus 2 option years) is $385,000. Based on the pricing template provided which assumes 2080 hours per year for 2 candidates, this would cap the proposed rates to a maximum/average of $18.50 per hour for each of the positions

Question: Is it correct that the total budget amount is $385,000 for all 5 years?

Response: Yes

Question: If fewer that 2080/hours per year are anticipated, can the pricing template be modified?
Response: See revised Financial Proposal (Attachment B)

19. There was a request for the resources to have helpdesk experience. Could you provide more clarification on this as developers don't typically have helpdesk expertise?

    Response: End Users may call the developer for technical support

20. What are the hours of operation?

    Response: The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year

21. Could we get the versions of .Net, VB and SQL Server that are being used?

    Response: .Net 4.8 and SQL server 2016. VB is not used

22. Can resources be on H1 visa?

    Response: Resources must have legal authorization to work in the U.S. Any questions, contact U.S. Immigration Services

23. Based on the amount of the cyber security insurance requested, can you please confirm or estimate how many other positions may become available on this contract via Work Order?

    Response: The State cannot provide an estimate.

24. Due to the yearly cost of it and currently only having one position open on the contract, will the procurement office reconsider the $10M cyber security insurance requirement?

    Response: Please see the response to Question # 13

25. Will off-site/remote work be allowed for the completion of project services? If on-site work is required, what is the on-site percentage requirement?

    Response: Yes. On-site work may be required for meetings and trainings as requested.

ADDED:

1.1 Service Level Agreement (SLA)

1.1.1 Definitions

A.   A "Problem" is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.

B.   "Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is resolved.

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

1.1.2 SLA Requirements

The TO Contractor shall:

A.   Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.

B.   Meet the Problem response time and resolution requirements as defined in **Section 2.8.8**.

C.   Provide a monthly report to monitor and detail response times and resolution times.

D.   Log Problems into the Contractor's supplied tracking system and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.8.8**).

E.   Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.

F.   The Department shall make the final determination regarding Problem severity.

G.   TO Contractor shall review any Problem with the Department to establish the remediation plan and relevant target dates.

1.1.3 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, 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.

1.1.4 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.

1.1.5 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 monthly.

> 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.

1.1.6 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 the entire Solution, 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.

1.1.7 Root Cause Analysis

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

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

1.1.8 Service Level Measurements Table (System performance)

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

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 minutes	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
5	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
6	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The TO Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	<6 hours each month	1%

7	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. TO Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	1%
8	Disaster Recovery	TO Contractor shall provide recovery and continuity of operations within 4 hours of a System/network failover.	4 hours	1%
9	Notification of Security Incident	Notification of a Security Incident within 30 minutes of occurrence		1%
10	Security Incident Reporting	Security incident reporting requirement in 1 hour	1 hour	1%
11	Escrow Update	Update escrow within 30 days of a change. Failure to update escrow	30 days	1%

*See definition of Normal State Business Hours.

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Task Order, provided that such reallocation will not exceed the cap identified in **Section 2.8.6**.

1.1.9   Problem Response Definitions and Times

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

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

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired.
High	Less than 30 minutes	Within 4 hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users.
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users

Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

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Acknowledgement

Received By _____
                            (Print Name)

Signature _____ Date _____

Vendor _____

Telephone No. _____ Email: _____

This concludes Addendum No. 2