

CONSULTING AND TECHNICAL SERVICES+ (CATS+)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)



MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)

SOLICITATION NUMBER: R00R2600577

EARLY CHILDHOOD DATA SYSTEM MODERNIZATION ON SALESFORCE

ISSUE DATE: JANUARY 14, 2022

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

Solicitation Title:	Early Childhood Data System Modernization on Salesforce
Solicitation Number (TORFP#):	R00R2600577
Functional Area:	FA 10 - IT Management Consulting Services
TORFP Issue Date:	January 14, 2022
TORFP Issuing Office:	Maryland State Department of Education (MSDE or the "Department")
Department Location:	Maryland State Department of Education (MSDE) 200 W. Baltimore Street Baltimore, MD 21201
TO Procurement Officer:	Frank M. Conaway III Business Services Partner
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TO Proposals are to be sent to:	All submission are to be made via EMMA Emma.maryland.gov if help is needed, please contact the Emma help desk.
TO Pre-proposal Conference:	February 1, 2022, 10:00 a.m. Local Time Via Google Meet- Please email frank.conaway1@maryland.gov for meeting link no later than January 28,2022 @ 2. pm. See Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	February 28,2022 5:00 p.m. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	16%
VSBE Subcontracting Goal:	4%
Task Order Type:	Firm Fixed Price

Task Order Duration:	Three (3) year base with two (2) one-year options, commencing from the Effective Date.
Primary Place of Performance:	The Contractor's Location and MSDE 200 W. Baltimore Street Baltimore, MD 21201
SBR Designation:	No
Federal Funding:	Yes
Questions Due Date and Time	February 8, 2022 by 12:00 p.m. Local Time

TABLE OF CONTENTS – TORFP

1 Minimum Qualifications..... 1

1.1 Master Contractor..... 1

2 TO Contractor Requirements: Scope of Work..... 2

2.1 Summary Statement..... 2

2.2 Background and Purpose..... 2

2.3 Responsibilities and Tasks..... 5

2.4 Deliverables..... 23

2.5 Optional Features, Future Work..... 33

2.6 Service Level Agreement (SLA)..... 34

3 TO Contractor Requirements: General..... 40

3.1 Task Order Initiation Requirements..... 40

3.2 End of Task Order Transition..... 40

3.3 Invoicing..... 43

3.4 Liquidated Damages..... 46

3.5 Disaster Recovery and Data..... 47

3.6 Insurance Requirements..... 48

3.7 Security Requirements..... 48

3.8 RESERVED..... 55

3.9 SOC 2 Type 2 Audit Report..... 55

3.10 Performance and Personnel..... 57

3.11 Substitution of Personnel..... 60

3.12 Minority Business Enterprise (MBE) Reports..... 62

3.13 Veteran Small Business Enterprise (VSBE) Reports..... 62

3.14 Work Orders..... 63

3.15 Additional Clauses..... 64

4 TORFP Instructions..... 66

4.1 TO Pre-Proposal Conference..... 66

4.2 Questions..... 66

4.3 TO Proposal Due (Closing) Date and Time..... 66

4.4 Award Basis..... 67

4.5 Oral Presentation..... 67

4.6 Limitation of Liability..... 67

4.7	MBE Participation Goal	67
4.8	VSBE Goal	68
4.9	Living Wage Requirements	68
4.10	Federal Funding Acknowledgement.....	69
4.11	Conflict of Interest Affidavit and Disclosure	69
4.12	Non-Disclosure Agreement	69
4.13	HIPAA - Business Associate Agreement	70
4.14	Iranian Non-Investment.....	71
4.15	Mercury and Products That Contain Mercury	71
4.16	Location of the Performance of Services Disclosure	71
4.17	Department of Human Services (DHS) Hiring Agreement.....	71
4.18	Small Business Reserve (SBR) Set-Aside.....	71
4.19	Bonds.....	71
5	TO Proposal Format	73
5.1	Required Response	73
5.2	Two Part Submission.....	73
5.3	TO Proposal Packaging and Delivery.....	73
5.4	Volume I - TO Technical Proposal.....	74
5.5	Volume II – TO Financial Proposal	82
6	Evaluation and Selection Process.....	83
6.1	Evaluation Committee	83
6.2	TO Technical Proposal Evaluation Criteria.....	83
6.3	TO Financial Proposal Evaluation Criteria.....	83
6.4	Selection Procedures.....	84
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	85
7	TORFP ATTACHMENTS AND APPENDICES	86
Attachment A.	TO Pre-Proposal Conference Response Form	89
Attachment B.	TO Financial Proposal Instructions & Form.....	90
Attachment C.	RESERVED	91
Attachment D.	Minority Business Enterprise (MBE) Forms	92
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	128
Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	134

Attachment G.	Federal Funds Attachments.....	138
Attachment H.	Conflict of Interest Affidavit and Disclosure	146
Attachment I.	Non-Disclosure Agreement (TO Contractor).....	147
Attachment J.	HIPAA Business Associate Agreement.....	154
Attachment K.	Mercury Affidavit.....	163
Attachment L.	Location of the Performance of Services Disclosure	164
Attachment M.	Task Order	165
Attachment N.	RESERVED	168
Attachment O.	Reserved	169
Attachment P.	Certification Regarding Investments in Iran.....	170
Appendix 1.	– Abbreviations and Definitions.....	171
Appendix 2.	– Offeror Information Sheet.....	176
Appendix 3.	Criminal Background Check Affidavit	177
Appendix 4.	Labor Classification Personnel Resume Summary	178
Appendix 5.	Non-Disclosure Agreement (Offeror)	184
Appendix 6.	Acronyms and Definitions	186
Appendix 7.	Recommendations for Enabling Technologies.....	188
Appendix 8.	TO Contractor Staffing Plan.....	192
Appendix 9.	– Early Childhood Data System Modernization Functional and Technical Requirements.....	195

1 Minimum Qualifications

1.1 Master Contractor

The Offeror must be a CATS Plus Master Contractor approved for this Functional Area.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland State Department of Education (MSDE or the "Department") is issuing this CATS+ TORFP in order to procure the services of a contractor to modernize and develop a centralized, interactive Early Childhood Data System that will provide a foundation for rapidly evolving business demands and high expectations of the early childhood community.
- 2.1.2 The purpose of this solicitation is to install, configure, and customize an available Government-Off-The-Shelf (GOTS) solution developed by another State on a Salesforce platform, and extending the solution as needed to accomplish MSDE objectives.
- 2.1.3 The solicitation is for firm fixed price hours and services on an indefinite quantity basis up to the contract amount. "Indefinite quantity contract" means a contract for an indefinite amount of goods or labor to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type.

CATS+ Master Contractors are requested to only contact MSDE regarding all questions related to the GOTS solution. MSDE will provide information regarding the GOTS solution available in a virtual reading room. A Non-Disclosure Agreement is required prior to accessing the reading room.

- 2.1.4 MSDE anticipates issuing Work Orders in accordance with the Work Order Process in **Section 3.14**. All resources beyond the initial four (4) will be requested through a Work Order process (See **Section 3.14**).
- 2.1.5 MSDE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.6 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 Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.7 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

- 2.2.1 In January 2020, MSDE initiated efforts to develop a centralized, interactive Early Childhood Data System that is modernized to become a foundation for rapidly evolving business demands and high expectations of the child care community.
- 2.2.2 The mission of the Division of Early Childhood (DEC) is to develop a well-coordinated and integrated system of programs, supports, and services that is supported by an innovative and interoperable early childhood data system. Our mission includes providing every child in the state with access to a high-quality early childhood experience, which will promote healthy physical and emotional growth and provide them

with the foundational knowledge and skills needed to succeed when they begin school. Furthermore, Maryland ensures that every family has access to the resources needed to be effective as their child's first and most important teacher and advocate. A child's access to quality early childhood experiences and the positive outcomes that result, will not be contingent on income, race, zip code, disability status, nor English language proficiency.

2.2.3 Maryland has been awarded a Federal Preschool Development Grant Birth to Five (PDG B-5). In the grant application, the State of Maryland identified system modernization as a top priority to support the agency in achieving this mission.

2.2.4 The system modernization will transform technology services for early childhood programs across all functional areas. Transformation goals include:

- A. Increase efficiency and reduce labor costs by improving the speed and agility of processes through emerging technologies. The agency proposes to adopt paperless processes and automation that will support mobile access, reduce processing steps, minimize data entry and improve accuracy. Business processes will be re-engineered to streamline service delivery, fully utilize electronic communication and minimize the need for printed documents. Guided case management will ensure that customer correspondence receive prompt, thorough action so that services are delivered efficiently. System navigation will allow staff to quickly access data relevant to the task at hand.
- B. Deliver quality customer service by offering online services for providers, families, child care professionals, trainers and partners. Currently, the application process requires customers to submit verification documents, which increases the total time for application approval. The application process will be redesigned so that when customers provide verification documents, the documents are centrally stored in a secured manner for future reference. This ensures that documentation will only be requested one time across multiple DEC programs. A key element of this will be a customer approval process to share documents. This redesigned process will substantially reduce repetitive work and improve consistency and quality across DEC programs. Customer service will also be improved by implementing features such as progress bars and checklists so that customers receive accurate updates regarding timing and delivery of services.
- C. Expand and improve integration with partner programs so that data will be shared accurately and timely. Partner programs include, but are not limited to, the Maryland Department of Human Services, Maryland Department of Health, the University of Maryland School of Social Work, Maryland Excellence Counts in Early Learning and School Age Care (EXCELS), etc. Currently, data sharing primarily relies on daily batch interfaces. Modern system technologies will provide security controls and Application Program Interface (API) support to allow real-time data sharing. Modern system technologies will provide comprehensive and seamless service delivery.
- D. Increase visibility and access to child care data through analysis and visualization. Funding for child care scholarships is affected by economic, demographic, and policy trends, all requiring extensive data analysis to project budgetary needs. Modern system technologies will improve overall data gathering and analysis

capabilities. The improved system will inform management of daily operations by providing insights on workload and performance. In addition, the improved system will allow the agency to respond quickly and accurately to information requests from senior executives, federal agencies, legislators, and the general public.

- E. Implement an agile, responsive modernized system to enable the agency to promptly implement legislative, regulatory and policy changes while maintaining accurate, timely, and well-coordinated service delivery.
- F. Leverage the best ideas from other State early childhood data systems and propose innovative solutions.

2.2.5 The agency's system modernization vision can be summarized in the following:

- A. Keeping Development Costs Low - leverage a "Federally Funded" system that is currently in use in another state. A system developed with Federal funds allows Maryland to acquire the code at no cost. MSDE has selected a Salesforce based solution developed by another State as the base for the modernization effort.
- B. Prioritize a Software as a Service (SaaS) system – able to provide platform support, integrate with other modern components, and provides continuous upgrades of technology and functionality. SaaS can also provide solutions for increased system security and auditability. MSDE has selected a Salesforce solution as the base for the system modernization.
- C. Integrate Off-the-Shelf Technical Components - minimize custom coding such as Corticon rules engine, Adobe Experience Manager and other similar products.

2.2.6 State Staff and Roles

In addition to the TO Procurement Officer and Contract Monitor, the State will provide a State Project Manager and Subject Matter Experts (SME)

- A. The State Project Manager will be responsible for:
 - 1. Providing direct guidance and oversight to the TO Contractor.
 - 2. Coordinating access to necessary legacy software applications used for child care services. The State Project Manager will facilitate communications, assign system logons, and resolve any issues.
 - 3. Coordinating access to the Government-Off-The-Shelf (GOTS) software on the Salesforce platform, existing user guides, and related documentation. In addition, all legacy system documentation, user guides, training material will be provided as part of historical legacy system artifacts.
 - 4. Providing the TO Contractor with access to the Code of Maryland Agency Regulations.
 - 5. Providing the TO Contractor with DEC policy guidance and ongoing technical assistance including policy interpretation and policy changes.

- B. The SMEs from each Branch will assist with understanding the operational processes in their respective business functional areas.

2.3 Responsibilities and Tasks

2.3.1 Overview

- A. The purpose of this section is to introduce the services that the TO Contractor must perform, and the general requirements that the TO Contractor must meet when performing those services.
- B. Independently and not as an agent of the State, the TO Contractor shall furnish all the necessary services, qualified personnel, materials, equipment, and State certified facilities, not otherwise provided by the State, as needed to perform the tasks required by this Scope of Work. This effort includes maintaining a secure and certified architecture to reduce overall MSDE security risk and enhance the protection of privacy and security of data, and maintain and improve system services to achieve MSDE Objectives.
- C. The TO Contractor shall perform all the activities required to plan, coordinate and manage execution of the contract scope in accordance with State policies and procedures; all while adhering to cost, schedule and performance objectives.

2.3.2 Specific Tasks

- A. MSDE requires the services of an experienced TO Contractor to implement and deploy an existing State Government Off-The-Shelf (GOTS) software. MSDE has negotiated with another State to allow MSDE to obtain a copy of their existing Child Care solution, based in Salesforce. MSDE requires the TO Contractor to use the existing State's Salesforce solution as a basis for the implementation. The solution shall support the DEC operational and business processes.
- B. The solution shall incorporate multiple functional and technical requirements identified in the Appendix 9 – Early Childhood Data System Modernization Functional and Technical Requirements. The solution shall possess the following main capabilities:
 - 1. Data collection and determination of eligibility, qualifications and credentials,
 - 2. Case management,
 - 3. Public facing self-service portal,
 - 4. Data management and reporting,
 - 5. Invoicing, payment and receivables processing,
 - 6. Training,
 - 7. Data security,

8. Identity Access Management,
 9. Help Desk, and
 10. Application Programming Interfaces (APIs).
- C. The TO Contractor shall work collaboratively with MSDE Subject Matter Experts (SMEs) throughout the life of the project.

2.3.3 Project Initiation & Management

The TO Contractor shall perform, at a minimum, the following project initiation and management activities:

- A. Conduct a Project Kick-Off Meeting with MSDE and review the scope, schedule and transition plan within ten (10) business days of the Notice to Proceed (NTP) date.
- B. Conduct Project status meetings post Kick-Off as required by the agreed upon Agile Methodology. These meetings shall be conducted in person or by any other means as directed by MSDE.
- C. Collaborate with MSDE and Salesforce to obtain access to the project infrastructure and conduct an initial assessment of the baseline Solutions. The Maryland Salesforce Team has recommended this task to identify updates and opportunities to optimize the system for Maryland's requirements.
- D. Ensure implementation environments are ready and available including development, testing, training and patch environments; and that all associated directories (virtual and physical) are properly established.
- E. Develop and execute a Contract Management Plan that includes, at a minimum:
 1. The TO Contractor's agile development method, approach and controls,
 2. Organizational resources,
 3. Tools,
 4. Processes,
 5. Subcontractor management (if applicable), and
 6. Information sharing approach required to meet the cost, performance and schedule requirements of the project.
- F. Provide status reporting activities to include:
 1. The TO Contractor Manager shall meet with MSDE's designated project manager weekly to review progress and issues, plan resources and other joint management concerns in a Weekly PM Meeting. TO Contractor shall prepare an agenda of open issues and risks for the Weekly PM Meeting. The agenda document will be updated with actual status as a result of the meeting to serve as the meeting report.
 2. Reporting on contract progress,
 3. Input to status reports for the State,

- i. Recommendations (such as corrective actions),
 - ii. Metrics, and
 - iii. Upcoming activities.
 4. Maintain an agile project management system to prioritize and track requirements, service requests, and defects from identification through resolution and provide access to MSDE personnel.
 5. Maintain the State's centralized data modernization project risk and issue log,
 - i. Risk mitigation strategies,
 - ii. Corrective action plans,
 - iii. Alternative solutions.
 6. Support program briefing development and delivery pertinent to the system implementation activities.
- G. The TO Contractor shall meet in person with the Child Care Program Advisory Committee (PAC) to present the Child Care Systems status and any critical issues requiring executive attention. TO Contractor responsibilities include preparing meeting materials and documenting results of the meeting.
- H. The TO Contractor shall participate in weekly operations calls with MSDE stakeholders to coordinate overall Child Care Systems support.
- I. Develop a Project Schedule in a Gantt or similar chart containing tasks and estimated time frames for completing the requirements for the project. The Project Schedule may include tasks to be performed by the State or third parties. The TO Contractor's Project Schedule shall align with Contractor's Work Breakdown Structure (WBS). The Project Schedule should be updated weekly throughout the duration of the contract. The Project Schedule shall be baselined and subject to change management. Any changes to the schedule baseline are subject to the approval of the MSDE change control board.
- J. Conduct Lessons Learned sessions after the deployment of each phase and provide Lessons learned documentation to MSDE for approval and acceptance.
- K. Develop a WBS that outlines the tasks necessary to complete the requirements identified in the Scope of Work. The WBS shall reflect the chronology of tasks without assigning specific time frames or start /completion dates. The WBS may include tasks to be performed by the State or third parties.
- L. Develop a Quality Assurance Plan (QAP) that allows the MSDE Contract Manager to confirm that the TO Contractor's performance is properly aligned with the program's performance objectives. The plan shall include metrics and measurements to monitor work in progress and delivery dates as defined in the Contractor's WBS. The QAP shall also provide updated processes for documentation review, coordination, and management.

- M. Provide a TO Contractor Staffing Plan that demonstrates how the TO Contractor will provide resources, and how the TO Contractor's personnel will be managed. The Agency has provided an estimated staffing model listed in Attachment B TO Financial Proposal. The Agency requests that TO Contractors submit their proposed staffing plan as part of the TO Technical Proposal. When the TO has been awarded the agency will work with the TO Contractor to refine the Staffing Plan and issue a work order to implement the agreed upon Staffing Plan.

The TO Contractor Staffing Plan template is provided in Appendix 8 and shall include:

1. Planned team composition by CATS+ Labor Category, using only the Labor Categories listed on Attachment B. TO Financial Proposal.
 2. Estimated number of hours by Labor Category and by year,
 3. Process and proposed lead time for locating and onboarding resources that meet the Task Order needs.
 4. Description of approach for quickly substituting qualified personnel after the start of the Task Order.
 5. Provide the names and titles of the TO Contractor's Management Staff who will supervise personnel and ensure the quality of services provided.
- N. Maintain a document library of all work products and deliverables produced under the contract to support knowledge management for the system. Documentation shall be versioned, indexed, searchable and appropriately tagged for ease of retrieval and sharing by the State and other contractors supporting the program. It is essential that the Contractor maintain complete and accurate documentation in the State provided Knowledge Management SharePoint tool.
- O. Utilize the State provided software source code management tool which includes programming statements, scripts, rules, forms, and reports. The TO Contractor shall be responsible for maintaining a current and complete repository of all software source code in development and deployed. The Contractor shall implement branch management sufficient enough for troubleshooting, rollbacks, and release management. The TO Contractor shall check-in and check-out all code updates to maintain version control.
- P. Create a Change Management Plan to provide and coordinate change management activities with MSDE. The TO Contractor's change management plan shall include support for project-related transformation initiatives to include end-user change management and acceptance.
1. The TO Contractor shall identify coordination requirements for change management activities. The TO Contractor shall identify the target audience(s) and high-level requirements for change management. In coordination with MSDE, the TO Contractor shall schedule and conduct an initial planning and review meeting. The TO Contractor shall assess change risk and impacts, assess leadership alignment and support, and identify key

stakeholder groups. In addition, the TO Contractor shall assess existing communication mechanisms, assess organization structures, and define change management roles and principles.

- Q. Develop a Security Plan that details the TO Contractor's security approach and enforcement of the State's security policies. The Security Plan shall include:
 - 1. Patch updates
 - 2. Intrusion prevention and detection
 - 3. Physical security of the primary and secondary hosting sites
 - 4. Physical security of backups
 - 5. Reporting requirements should a security breach be detected
 - 6. Procedures to guard against improper information modification or destruction, and to ensure information authenticity.
 - 7. Roles and Responsibilities.
- R. Conduct Project Team Orientation session(s) where the TO Contractor presents the project methodology to MSDE. The sessions shall include an overview and expectations for the key activities and tools, schedule and time commitments, and shall enable the team members to become familiar with the software.
- S. Conduct training for MSDE on the TO Contractor's proposed implementation methodology.
- T. Work collaboratively with existing vendors supporting MSDE DEC.

2.3.4 Support Risk and Issue Management

- A. The Contractor shall identify and document:
 - 1. Program risks,
 - 2. Issues and action items,
 - 3. Clear and concise descriptions,
 - 4. Assignments and dates in accordance with the Risk Management Plan.

2.3.5 Communications Management

- A. The TO Contractor shall develop and maintain a State-approved Communication Management Plan. The Communication Management Plan shall support Organizational Change Management activities. The Plan shall outline a strategy and approach to keep MSDE stakeholders informed throughout the life of the project.
- B. The TO Contractor shall perform the following Communications Management activities which include, but will not be limited to:

1. Promoting and reinforcing a rapid, high, post deployment adoption rate by informing stakeholders of the benefits the new technology offers the individual and organization,
 2. Promoting awareness, understanding, acceptance, and commitment to effective implementation,
 3. Preparing users to be successful in the new environment, and
 4. Identifying stakeholder's communication and engagement needs.
- C. The TO Contractor shall facilitate, coordinate, and implement ongoing communications for mission-critical events. Ongoing communication activities shall include, but not be limited to:
1. Facilitating communication across all MSDE business partners,
 2. Providing notifications, such as training events or testing schedules, in a timely manner to stakeholders,
 3. Producing broadcast notifications and other alerts on an as needed basis,
 4. Coordinating across the MSDE community, stakeholders, and end users to effectively transition to the modernized Data System,
 5. Defining, updating, and disseminating necessary information and content to support the new Data System services,
 6. Providing Community Engagement Support by developing presentations for various meetings and other related projects.

2.3.6 Information Assurance

The modernized MSDE Data System shall comply with the Maryland Department of Information Technology (DoIT) Security Policy (<https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>) to protect the confidentiality, integrity and availability of Maryland Information Systems (MIS) and State-owned data. The TO Contractor shall assist MSDE with achieving its Authority to Operate (ATO) for the Data System according to the DoIT Cyber Security requirements (https://doit.maryland.gov/support/Pages/sc_cyber_security.aspx). The TO Contractor must achieve ATO prior to Production deployment.

2.3.7 Implementation Requirements

The TO Contractor shall provide a web accessible software application tailored to the requirements listed in the attached Appendix 9 - Early Childhood Data System Modernization Data System Functional and Technical Requirements. The solution shall meet the functional and non-functional requirements identified within the scope of work and Appendix 1. The TO Contractor shall ensure that the implementation method adheres to the Maryland DoIT Agile System Development Life Cycle (SDLC) Policy (<https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>), and be consistent with the Scaled Agile Framework (<https://www.scaledagileframework.com/>).

The Implementation Activities shall include:

- A. Creation of the user interfaces,

- B. Stored procedures and programs, and reports that will comprise the future state solution within a cloud environment,
- C. A mature systems development lifecycle (SDLC) process (i.e., Agile, Agile Hybrid) to effectively and efficiently analyze, design, develop, test, and deploy the solution in agreed upon phases.
- D. TO Contractor shall show in their response how their proposed methodology complies or aligns with the State's DoIT SDLC Agile Methodology.

2.3.7.1 Subtask #1: Requirements Confirmation

The TO Contractor shall confirm the Early Childhood Data System Modernization Functional and Technical Requirements outlined in Appendix 9 and in the scope of work for use throughout all system development lifecycle phases. The TO Contractor shall meet with MSDE, identify and document requirement details, define how specific areas of functionality will be delivered through the GOTS, configuration, customization, or third-party software. The TO Contractor shall confirm understanding of requirements. The TO Contractor shall submit requirement modifications to the MSDE Change Control Board for approval.

2.3.7.2 Subtask #2: Functional Designs

- A. The TO Contractor shall perform the activities required to take user requirements and business rules and create design specifications to address each phase of enhanced capabilities. The TO Contractor shall develop designs for configurations, design screens, workflows, stored procedures and programmatic code used for the solution. All defined business rules shall be incorporated and documented within the design documents.
- B. The TO Contractor shall develop the Functional Design Specifications (FDS), facilitate the involvement of the MSDE user community, and ensure traceability of requirements. The TO Contractor shall present the functional and technical designs to MSDE for approval prior to development and update designs based on MSDE feedback.

2.3.7.3 Subtask #3: Technical Designs

The TO Contractor shall perform technical designs for the solution functionality configurations, data integration, data aggregation, data management and reporting, and security.

2.3.7.4 Subtask #4: Installation, Integration, Configuration & Customization

- A. TO Contractor shall provide a Configuration Management Plan detailing procedures to maintain the integrity of all instances, environments and add-ons used in the solution.

- B. Using licenses provided by MSDE, the TO Contractor shall set up Salesforce and other necessary environments for all implementation activities and eventual production deployment.
- C. The TO Contractor shall install the GOTS solution in a development environment(s). Potentially this may include a static reference installation for requirements analysis and a separate installation for actual development activity.
- D. The TO Contractor shall integrate add on applications required for complete solution functionality based on recommendations approved by MSDE.
- E. The TO Contractor shall perform configuration setups, develop all programmatic system functionality that occurs in each phase, and provide associated documentation. Development includes configuration and documentation of those configurations of the GOTS/COTS, the implementation of business rules engine, implementation of reports, developing system and data integrations (i.e., interfaces), and coding of the applications as necessary to realize the required capabilities.
- F. Issues and defects may be identified during technical reviews or testing. The TO Contractor shall resolve configuration and development issues and defects that arise throughout the project lifecycle. Identified issues and defects shall be tracked, measured, reported and the resolutions shall be fully documented.
- G. The TO Contractor shall leverage the existing capabilities provided by the SaaS solution unless otherwise noted by the TO Manager.

2.3.7.5 Subtask #5: Unit Testing

The TO Contractor shall perform solution unit testing prior to code deployment in support of a System Integration Tests (SIT), User Acceptance Tests (UAT), or Go-Live.

2.3.7.6 Subtask #6: System Integration Test (SIT) and User Acceptance Test (UAT)

- A. The TO Contractor shall perform System Integration Testing and support User Acceptance Testing as requested by MSDE.
- B. The TO Contractor shall conduct SIT consistent with its detailed test plans to verify that development objects meet the specified functional and data requirements and that all defects are resolved. The TO Contractor shall develop SIT test scripts to verify if system components are interoperable. The Contractor shall create and execute test cases to document test results. All SIT test cases must pass with all critical/high defects resolved unless a work around is approved by MSDE.
- C. The TO Contractor shall acquire and develop test data and mock up files to conduct testing. The Contractor shall update functional and technical specifications to reflect any changes that resulted from the testing activity defect resolution.
- D. The TO Contractor shall conduct test planning, test data creation, and test events. The TO Contractor shall provide test result reports and requirements traceability

documentation to demonstrate the new capabilities conform to the functional and technical specifications.

- E. The TO Contractor shall conduct system regression testing as required. Regression testing is required as new development changes are resolved for defects identified where dependencies on end-to-end processing occurs. Regression test scripts shall be executed prior to the promotion of new objects into the production environment.
- F. The TO Contractor shall assist with User Acceptance Testing with the MSDE Subject Matter Experts and other contractors to verify system capabilities and to ensure no issues are present. The TO Contractor shall provide MSDE the initial set of robust test scripts. MSDE will revise and add additional test cases as required. The TO Contractor shall support any UAT data requirements for testing as well as resolve and document all defects and make available to MSDE. If UAT fails, the solution will not move forward to “Go-Live” until critical defects are corrected.

2.3.7.7 Subtask #7: System Performance Test (SPT)

The TO Contractor shall perform System Performance Testing as defined in the agreed upon project schedule. Performance testing is non-functional testing where the solution is tested for performance metrics and reliability under pre-determined workloads. During System Performance Testing, metrics such as average transaction time, CPU utilization percentage, and service response times are measured and monitored under load to look for impacts to the system performance. The TO Contractor shall report to MSDE testing results and provide recommendations for performance improvements when system performance testing shows degradation in response times.

2.3.7.8 Subtask #8: Identity and Access Management (IAM)

The TO Contractor shall configure and provide Identity and Access Management (IAM) in accordance with the DoIT and MSDE Security policy’s. IAM will enable single sign-on with user ID and password authentication, provide role-based, secure end user access and allow for management of users accounts. The TO Contractor shall transition all user provisioning administrative responsibilities to MSDE upon production deployment. The TO Contractor shall support the ongoing system IAM configuration needs.

2.3.7.9 Subtask #9: Data Migration and Conversion

The TO Contractor shall analyze, design, build, test, and execute mock conversions to develop and test the required conversion requirements. The Contractor shall create and update conversion documents. The conversion documents combine the functional and technical design for the conversion, including tools and procedures to archive and access historical data (i.e., a conversion specification). The conversion specification will outline how the data conversions will be loaded and integrated. In addition, the conversion specification will address the requirements of reports, dashboards, and extracts that are integral to the solution.

2.3.7.10 Subtask #10: Training Requirements

- A. The TO Contractor shall develop and execute a User Readiness and Training Plan for the solution, including the development of readiness assessments, training materials, and role-based job aids. User Readiness and Training deliverables shall be in accordance with the MSDE Approved Contractor's Organizational Change Management (OCM) Strategy and Plan. The TO Contractor's SDLC shall incorporate, at a minimum, training content and media, printed materials, delivery methods, a "train the trainer" approach, and follow-up assessments to evaluate training effectiveness.
- B. The TO Contractor shall provide training materials that are consistent with standard operating procedures. Training materials shall be provided as part of the implementation life cycle. The MSDE SMEs will be available to answer questions in support of training development and delivery. Training materials and delivery methods shall be Section 508 compliant. The three types of training curricula anticipated include:
 - 1. Core – Users who will perform business transactions and run reports (standard and custom) using the solution.
 - 2. Reporting Tool – Users who will run reports (standard and custom) using the solution reporting functionality; however, they will not perform business transactions.
 - 3. Help Desk – Users who will provide support to both Core and Reporting Tool users of the solution. Help Desk training shall be comprehensive and more detailed than the Core and Reporting Tool training.
- C. The TO Contractor shall provide all materials and equipment necessary to conduct training sessions based on its technical approach.
- D. Training sessions shall be delivered by utilizing the Learning Management System recommended and approved by MSDE from the Appendix 7 - Recommendations for Enabling Technologies.
- E. MSDE may require in-person training in multiple locations, throughout Maryland, for initial implementation of each release.

2.3.7.11 Subtask #11: Deployment

The TO Contractor shall create and maintain a comprehensive deployment plan that includes code promotion instructions for transitioning software into production. The TO Contractor shall work with MSDE on deployment activities, sequence, and schedule to support delivery of the solution. Upon successful completion of UAT, a final data conversion and code deployment to the production environment shall be performed. The TO Contractor shall prepare the configurations and software objects to be promoted to the production environment in accordance

with the MSDE approved Deployment Plan. The TO Contractor shall develop the detailed plan for a final phase data conversion and “Go Live” in coordination with MSDE and partner system owners. All configuration, code and other changes to the application shall be approved by MSDE prior to deployment to production.

2.3.8 Implementation Schedule

The TO Contractor shall propose an implementation schedule based on the scope of work defined. The implementation schedule shall include project activities organized in program increments and agile sprints over an 18-month period for Phases 1-9 beginning on the Notice To Proceed (NTP) Date. MSDE is open to an implementation plan to deploy releases in groups or in a single deployment. The implementation schedule shall include the following phases:

MILESTONE PROGRAM INCREMENT (PI) OR RELEASE	RELEASE DESCRIPTION	MILESTONE DATE
Phase 1	Architectural Review and Recommendations Global Design and Proof of Concept (POC)	NTP+90 days
Phase 2	Enabling Modules: Design and Develop Foundation Modules that Enable Core Functions across the Child Care System	Based on Approved Schedule
Phase 3	Licensing and Inspections Modules, Staff Evaluation, Enhancements, and Implementation	Based on Approved Schedule
Phase 4	Scholarship and Inspection Modules, Enhancements, and Implementation	Based on Approved Schedule
Phase 5	Operations, Maintenance and Enhancements	Based on Approved Schedule
Phase 6	Credentialing, Training, Incentive Grants module enhancements, and implementation; Learning Management System Implementation for child care professionals and Implementation of staff registry for child care professionals	Based on Approved Schedule
Phase 7	Maryland EXCELS Program Management and Provider Accreditation Modules Enhancements and Implementation	Based on Approved Schedule
Phase 8	Early Childhood Data Warehouse	Based on Approved Schedule
Phase 9	Child Enrollment and Attendance Reporting System (EARS), support for Judy Center Early Learning Hubs, Head Start Centers and the Pre-K Tuition Assistance Program	Based on Approved Schedule
Phase 10	Interagency Early Childhood Data Warehouse and Operational Dashboards Implementation	Based on Approved Schedule

Phase Details:

MSDE's highest priority is Phase 3 – Licensing module.

Phases 1 & 2: Architectural Review, Global Design and Enabling Modules. The initial tasks for Phase 1 and Phase 2 are the delivery of the architectural review of the GOTS solution, the solution global design for implementation in Maryland, User Experience (UX) design, customer service with helpdesk support, and proof of concept demonstration. The TO Contractor shall provide MSDE with the architectural design including identification of potential security risks, with particular attention to the SOC 2 five “trust service principles”—security, availability, processing integrity, confidentiality and privacy. MSDE will provide input, review, approval and acceptance of the global design and UX design.

Phase 3: Licensing. In Phase 3, the TO Contractor shall provide MSDE with the system capabilities to create, license, maintain, and monitor child care provider data, capture licensing inspections, including the legacy Electronic Licensing Inspection System (ELIS) data. Phase 3 shall also provide system functionality for staff evaluations. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution.

Phase 4: Child Care Scholarships. The TO Contractor shall provide MSDE with the system capabilities to capture child care scholarship applications, determine eligibility, award scholarships, create and maintain provider profiles and accounts, report and track attendance, generate and process invoices and vouchers, make payments, capture informal care inspections, integrate with the State's financial management system, detect fraud, and create and maintain programs. In addition, an Interactive Voice Response (IVR) system is required to allow data entry via phone. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution. The TO Contractor shall integrate with the existing Child Care Scholarship portal.

Phase 5: Operations, Maintenance and Enhancements. The TO Contractor shall deploy MSDE approved system functionality and perform operations, maintenance and enhancements following the deployment of each phase. Enhancements shall be approved by MSDE using the Service Request process described herein. The TO Contractor shall ensure MSDE's production environments are maintained at the latest version levels as defined within all hosting agreements.

Phase 6: Credentialing and Training. The TO Contractor shall provide MSDE with the system capabilities to capture and accept applications for credentialing levels, accept and capture trainings/trainers and experience data, create training vouchers and accept invoices, perform reimbursements, setup and maintain incentive programs (Grants), approve payments, and manage course approvals. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution.

Phase 7: Maryland EXCELS. The TO Contractor shall provide MSDE with the system capabilities to capture, accept and manage provider applications to the Maryland EXCELS program. The TO Contractor shall integrate Licensing and Child Care Scholarships with Maryland EXCELS to maintain the data integrity of all programs. The TO Contractor shall provide MSDE with the system capability to accept applications for MSDE Accreditation. The system capabilities shall include accepting supporting documents, assigning accreditation ratings, and monitoring accreditation ratings. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution.

Phase 8: Data Management and Reporting. The TO Contractor shall provide MSDE with data management and reporting capabilities to include operational dashboards. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution.

Phase 9: Child Enrollment and Attendance Reporting, Judy Centers, and Pre-K. The TO Contractor shall develop the Child Enrollment and Attendance Reporting System (EARS), leveraging the capabilities of the GOTS solution. The TO Contractor shall provide MSDE with the system capabilities to support Judy Centers Early Learning Hubs in family enrollment, activity management, and attendance. In addition, the system shall provide for interfaces with Head Start to facilitate program coordination and tracking. The TO Contractor shall also provide MSDE with the system capabilities to accept and process applications, determine eligibility and report progress for Pre-K Tuition Assistance Programs. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution.

Phase 10: Interagency Early Childhood Data Warehouse and Operational Dashboards. The TO Contractor shall design and build a data warehouse for to consolidate all Early Childhood data. The data warehouse shall have the capability to accept data from approved external entities and provide analytics and dashboard functionality. The data warehouse shall utilize licenses provisioned by MSDE. External Integrations, Reporting, Portal, System Security functionality, and service desk functionality shall be provided as part of the solution.

The TO Contractor proposed Implementation Schedule must be discussed with and approved by MSDE. MSDE has the right to reject the proposed Implementation Schedule and request a revised schedule based on project needs.

2.3.9 TO Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software that it proposes for use by the State in

- response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- B. If appropriate, SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
 - C. The State shall be permitted user-specific application configuration settings.
 - D. At the discretion of MSDE, the TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
 - E. All Upgrades and regulatory updates shall be provided at no additional cost.
 - F. 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.
 - G. The State requires that the Offeror price individual software modules separately.
 - 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. Any licenses or technology purchased by the TO Contractor through this Task Order shall name MSDE as the owner and license holder.
 - I. The Offeror shall install and provide all documentation for the software furnished under this Task Order.
 - J. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value.
 - K. Material costs shall be passed through with no mark-up by the TO Contractor.
 - L. The TO Contractor shall prepare software releases and stage for validation in the system test environment. MSDE will provide authorization to proceed.
 - M. The Offeror shall provide manufacturer and provider's standard warranty for the item. Offeror shall identify the duration of the standard warranty. Any warranty period for goods and services will not commence until acceptance of the products or services by MSDE. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State.

2.3.10 Required Project Policies, Guidelines and Methodologies

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

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

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

2.3.11 Non-Visual Access

2.3.11.1 The Master Contractor warrants that the information technology offered under this proposal:

- 1. Provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02;
- 2. Provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use;
- 3. Will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use;
- 4. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
- 5. Is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

2.3.11.2 If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the Offeror in writing that the Offeror, at its own expense, has 12

months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.

2.3.11.3 The Offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

2.3.11.4 For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

2.3.13 Maintenance and Support

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

- A. Maintenance commences following production deployment of a module. Billing for such maintenance and support shall commence after production deployment. Initial invoice shall be prorated for the first month, based on the date of deployment.
- B. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract. The TO Contractor shall advise MSDE of software expirations at least six (6) months prior to the expiration.
- C. Support shall be provided for superseded releases and back releases still in use by the State.
- D. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided with the Work Products, commencing upon production deployment:
 - 1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2. Material Defects. TO Contractor shall notify the State of any material errors or defects in the Work Products known, or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be necessary or proper to effect corrections of any such errors or defects.
 - 3. Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as “Updates”) for any software Work Product developed or published by the TO Contractor and made available to its other customers.
- E. Operations control includes everyday routine tasks related to the operation of applications and infrastructure components. This may include backup and restore activities, routine maintenance, job scheduling, and output management.
- F. Virus scans will be conducted regularly based on schedule and tools approved by MSDE Office of Information Technology to supplement Salesforce virus protection procedures when needed.
- G. Release and maintenance history shall be maintained in a log that records all technical actions applied to the system environments.

2.3.14 Technical Support

- A. “Technical Support” means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. Technical Support shall be available 24 hours per day, 7 days per week, 365/366 days per year.

- C. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365/366 days per year.
- D. TO Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
- E. TO Contractor shall return calls for service of emergency system issues within one (1) hour.
- F. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.15 Backup

TO Contractor shall recommend and, following MSDE approval, implement a backup and recovery solution for the Salesforce org and related applications. The solution shall provide the following capabilities:

- 1. Include backup and recovery of data, metadata and all other system artifacts necessary for recovery,
- 2. Enable automated backups on a daily, weekly, monthly schedule,
- 3. Enable manual backups at will,
- 4. Retain backups for specified time periods,
- 5. Enable a full system recovery within 24 hours, and
- 6. Conduct an annual test of backup and recovery procedures.

2.3.16 Service Requests

If funds are available and depending on anticipated workload, MSDE will provide an annual budget plan for system modifications and enhancements. As Service Requests (SR) for modifications and enhancements are issued, the TO Contractor will provide an estimate of time and level of effort including the recommended labor categories. Labor categories must be selected from those quoted in the CATS+ Master Contract.

Additional resources may be needed when system modifications are required by any:

- A. Changes in federal and state law, regulations or policy;
- B. Department adjustments to business operations in response to audit findings, to improve customer service or increase operating efficiency;
- C. Technical changes required by the MSDE CIO or DoIT; or
- D. Other reasons determined by MSDE.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:
<https://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.3. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in

sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

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

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.4 Deliverable Descriptions/Acceptance Criteria

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

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
Contract Management Plan	<p>Provide to MSDE in Microsoft Word (version 2016 or newer). The Contract Management Plan shall include the following:</p> <ol style="list-style-type: none"> 1. Approach and controls, 2. Organizational resources, 3. Tools, 4. Processes, 5. Agile Methodology 6. Configuration Management plan 7. Subcontractor management (if applicable), 8. Information sharing approach <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	Initial: NTP +60 days and updated Annually
Phase 1 GOTS Solution Assessment and Recommendations	<p>Report of assessments and recommendations jointly developed with MSDE and Salesforce during the Phase 1 review to address:</p> <ol style="list-style-type: none"> 1. Updated solution architecture diagram with explanatory text 2. Enabling technologies (see Appendix 7 - Recommendations for Enabling Technologies) 3. Compliance with Maryland Security Policies with attention to SOC 2 Trust Principles 4. Sequence of project activities <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	Initial: NTP + 90 days
Monthly Status Report	<p>Provide to MSDE in Microsoft Word (version 2016 or newer). Monthly Status Report shall include the following:</p> <ol style="list-style-type: none"> 1. Overall Status, including changes in scope. 2. SLA Attainment, including SLA's not met and credit due. 3. Accomplishments (including production deployments), 4. Upcoming Milestones/Deliverables, including Program Increment / Release Details. 5. Schedule Details / Variances. 6. Budget/Resource/Costs Details including cost-to-date, total retainage to date, retainage paid, retainage outstanding. 7. Risk, Actions, and Issue Logs. 8. Work Outage Response and Resolution times. 9. System resource utilization. 10. Any additional information requested by MSDE. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	Due: Monthly; on the 5th calendar day of each month

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
Work Breakdown Structure (WBS)	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The WBS shall identify in a hierarchical structure the numerous levels of life cycle work activities (i.e., work elements, sub-elements, packages, sub-packages, tasks, or subtasks) to be completed in order to achieve the modernization mission, goals, and/or performance objectives.</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 60 days</p> <p>Updates: Annually or at the request of MSDE.</p>
Project Schedule	<p>Provide to MSDE in Microsoft Project (version 2016 or newer).</p> <p>The Project Schedule shall contain tasks, resource assignments, and estimated time frames for completing the requirements identified in the Scope of Work and in the Work Products.</p> <p>The Project Schedule shall be baselined and subject to change management. Modifications to the baseline shall be subject to the approval of MSDE.</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 60 days</p> <p>Updates: Weekly</p>
Lessons Learned Analysis Report	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Lessons Learned Analysis Report shall include details regarding lessons learned.</p> <ol style="list-style-type: none"> 1. Stakeholder’s Identification of issues, problems, successes, impacts, and recommendations 2. Identifies areas for future improvement and development. 3. Documented after each implementation event. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Post major implementation event</p>
Quality Assurance Plan (QAP)	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Quality Assurance Plan shall include:</p> <ol style="list-style-type: none"> 1. Quality Management Method - Each phase may have different measures for quality and may utilize different tools to measure adherence to expected results and standards. 2. Metrics and measurements - To monitor work in progress and delivery dates as defined in the Contractor’s WBS. 3. Quality Standards - Update processes for documentation review, coordination and management. 4. Quality Management Tools – Identify tools for tracking, analysis, and monitoring of all quality measures. 5. Quality Management Roles and Responsibilities. 6. Quality Control – Cost, Delivery, Development and Performance Measures. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 45 days</p> <p>Updates: Annually</p>

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
Staffing Plan	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Appendix 8 TO Contractor Staffing Plan shall include:</p> <ol style="list-style-type: none"> 1. Planned team composition by CATS+ Labor Category, using only Labor Categories listed in Attachment B TO Financial Proposal. 2. Estimated number of hours per Labor Category per year , 3. Process and proposed lead time for locating and bringing on board resources, 4. The names and titles of the Contractor’s management staff who will supervise the personnel and quality of services rendered under the contract. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	Initial: NTP + 90 days; Updates as requested by TO Manager
Disaster Recovery Plan	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Disaster Recovery Plan shall adhere to the State of Maryland DoIT Disaster Recovery Plan template and shall also include:</p> <ol style="list-style-type: none"> 1. Business Impact Analysis 2. Recovery Strategy 3. Disaster Recovery Organization 4. Program Execution <p>Maryland DoIT templates: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	Initial: NTP + 90 days; Updates as requested by TO Manager
Continuity Of Operations Plan (COOP)	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The COOP shall include, at minimum, the following:</p> <ol style="list-style-type: none"> 1. Business Impact Analysis (BIA) 2. Risk Assessment and Risk Management Strategy 3. Back-up and Recovery Plan and Procedures 4. Testing Procedures 5. Planning for Secondary Production IT source for fail-over 6. Recovery Times 7. Recover Teams 8. Communications Plan 9. Responsibility Matrix <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	Pre-Deployment and Production Go-Live; Updated: As required, to meet DoIT and MSDE security standards and system requirements.

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
<p>Data Conversion Plan & Approach</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Data Conversion Plan & Approach shall adhere to the State of Maryland DoIT Data Conversion Plan template and shall also include:</p> <ol style="list-style-type: none"> 1. Identification of data to be converted, 2. Identification of the time period covered of the data, 3. Volume of the data and the source of the data, 4. Data cleansing requirements, 5. Tools used to convert data, 6. Tools and procedures to archive and access historical data, 7. Testing procedures, 8. Roles and responsibilities, 9. Approach for in-process testing, 10. Mock conversion schedules with time targets, 11. Mock conversion results reporting, 12. Validation and verification approaches for converted data, 13. Mitigation planning, and roll back contingency plan. <p>Maryland DoIT templates: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 days</p>
<p>Data Conversion Specifications</p>	<p>Provide to MSDE in Microsoft Word or Excel (version 2016 or newer).</p> <p>Provide detailed data element mapping and data conversion business rules.</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 days</p>
<p>Testing Plan</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Testing Plan shall include:</p> <ol style="list-style-type: none"> 1. Unit Testing 2. System Integration Testing 3. User Acceptance Testing 4. Performance Testing 5. Section 508 Accessibility Testing <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 days; Updates as requested by TO Manager</p>

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
<p>System Security Plan (SSP)</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The SSP shall adhere to the State of Maryland DoIT System Security Plan Template and shall include, at minimum:</p> <ol style="list-style-type: none"> 1. Types of computer security for identifying, assessing, prioritizing, and monitoring security risks, and 2. Process for corrective actions when security weaknesses are found in programs and systems. 3. Must describe the implementation needed to meet security requirements, current controls and planned controls for protecting agency information systems and confidential information. <p>Maryland DoIT templates: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 60 days</p>
<p>System Design Document</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The System Design Document shall adhere to the Maryland DoIT System Design Document template and shall include at a minimum:</p> <ol style="list-style-type: none"> 1. System Overview providing Overall Solution Architecture 2. Design Constraints 3. Key design decisions for all modules, and 4. System Architecture <p>Maryland DoIT templates: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Due: NTP + 120 days</p>

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
<p>Preparation and Update of Implementation Documents</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <ol style="list-style-type: none"> 1. Application Configuration and Batch Jobs Guides 2. Interface Control Documents. The vendor shall adhere to the DoIT Interface Control Document template. 3. Functional and Technical Specification Documents 4. Data Dictionary 5. Security Manual <p>Maryland DoIT templates: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 days</p>
<p>Deployment Plan</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Deployment Plan shall include, at minimum:</p> <ol style="list-style-type: none"> 1. Production Cut-Over Plan and Schedule, 2. Tasks and Resources, 3. Environment Production Readiness, 4. User Readiness Planning, 5. Training Strategy and Schedule, 6. Workforce Readiness Assessment, 7. Communications Planning, 8. Back out Plan, 9. Release Strategy/Plan, 10. Data Migration Plan and Schedule, and roles and responsibilities. 11. DevOps procedures for continuing operations and maintenance releases. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 business days</p>
<p>Training Plan</p>	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Training plan shall include, at minimum:</p> <ol style="list-style-type: none"> 1. Objectives, 2. Needs, 3. Strategy, 4. Timeline/Schedule, and 5. Curriculum to be addressed for training users. 6. Plan for training requirements as part of Operations and Maintenance. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 business days</p>

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
Training	<p>The TO Contractor shall provide training on the solution prior to each deployment phase. Training shall include:</p> <ol style="list-style-type: none"> 1. Reference guides, user manuals, computer based training, online help, online training modules, and frequently Asked Questions (FAQs). 2. Virtual training capability allowing training to be conducted in various locations throughout the state. 3. Conducting On-site training at various locations upon MSDE request. 4. Install and integrate the online training platform with the MSDE solution. <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: 60 days prior to scheduled deployment</p>
Risk Management Plan	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Risk Management Plan shall include:</p> <ol style="list-style-type: none"> 1. Identification, 2. Analysis, 3. Response planning, 4. Monitoring, and 5. Control of project risks 6. Contractor plans for identifying, recording, tracking, and evaluating risks. <p>The Contractor shall document the review procedures used to periodically communicate, review, and coordinate risk management with MSDE.</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 30 business days</p> <p>Update: Monthly</p>
Risk Register	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Risk Register shall define roles and responsibilities, review cycles, and procedures.</p> <p>The Risk Register shall detail the following:</p> <ol style="list-style-type: none"> 1. Relevant risks and issues, 2. New or changed risk items, 3. Update risk statuses, 4. Updates on risk response planning, 5. Mitigation strategies, and 6. Probability of occurrence. <p>Deliverables Product Acceptance Form (DPAF) is required for initial submission.</p>	<p>Initial: NTP + 90 business days</p> <p>Update in Monthly Status Report</p>

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
Action Item Updates	<p>Provide to MSDE in Microsoft Excel (version 2016 or newer).</p> <p>Provide Action Item Updates to include, at minimum:</p> <ol style="list-style-type: none"> 1. Required action, 2. Submitter, 3. Owner, 4. Submission Date, 5. Due Date, and 6. Notes fields. <p>Deliverables Product Acceptance Form (DPAF) is required for initial submission.</p>	<p>Initial: NTP + 15 business Days</p> <p>Update in Monthly Status Report</p>
Organizational Change Management Strategy and Plan	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Change Management Plan shall include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Change Management Approach <ol style="list-style-type: none"> a. Methods b. Procedures 2. Communications Strategy and Plan 3. Change Control Process 4. Stakeholder Impact Analysis 5. Monitoring Process 6. Evaluation Criteria/Measurements <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 business days</p>
Solution Roadmap	<p>Provide to MSDE in Microsoft Word (version 2016 or newer).</p> <p>The Solution Roadmap adhere to the State of Maryland DoIT Solution Roadmap template and shall include, but not limited to:</p> <ol style="list-style-type: none"> 1. Objectives 2. Feature/Capabilities and Acceptance Criteria 3. Roadmap <p>Updates to the Solution Roadmap may be proposed by the TO Contractor and will be subject to the approval of MSDE.</p> <p>Deliverables Product Acceptance Form (DPAF) is required.</p>	<p>Initial: NTP + 90 business days</p>

DELIVERABLE DESCRIPTION	REQUIREMENTS	DUE DATE / FREQUENCY
Deployment to Production	Code shall only be deployed to production based on the approved Deployment Plan including the successful completion of UAT and explicit approval by MSDE. Deliverables Product Acceptance Form (DPAF) is required for each Project Phase.	Deployments based on approved schedule.
Retainage Acceptance	When retainage requirements have been met, a DPAF is required to document completion and acceptance by MSDE so that retainage can be paid. Deliverables Product Acceptance Form (DPAF) is required for each Project Phase.	Based on Retainage schedule.
SOC 2 Type 2 Audit Report	A SOC 2 Type 2 Audit shall be conducted each year and the audit report shall be provided to MSDE as required in Section 3.9. Deliverables Product Acceptance Form (DPAF) is required	Annually
IVR	The operation of the Scholarship IVR required in Section 2.3.8 Phase 4. Deliverables Product Acceptance Form (DPAF) is required	Implementation based on approved schedule and ongoing operation.

MSDE will provide feedback (acceptance or rejection) on deliverables within 5 business days. The TO Contractor shall submit a corrected deliverable, if required, within 5 business days of receiving the MSDE feedback.

2.5 Optional Features, Future Work

- A. MSDE reserves the right to execute change order options as part of this task order for additional system functionality. These change orders may be a result of legislative, regulatory, or policy changes. Potential options may be triggered by Legislative and Regulatory changes that require new or additional system functionality.
- B. During the execution of this task order, MSDE also anticipates activities to integrate with other external partner system applications and systems being modernized as part of MSDE initiatives. The TO Contractor shall monitor external partner system activities to align schedules (e.g. Releases, Upgrades) for any required integration.

- C. The TO Contractor will also be required to comply with revised State legislation or regulations that may be enacted or implemented during the period of task order performance.

2.5.1 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.

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. 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.

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

2.6.2 SLA Requirements

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.6.8**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Maintain a TO Contractor-supplied log of problems and assign an initial severity (Emergency, High, Medium or Low). Provide log access to the State Project Manager.
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate MSDE personnel shall be notified when a Problem is resolved.
- F. MSDE shall make the final determination regarding Problem severity.
- G. TO Contractor shall review any Problem with MSDE 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 below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

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

2.6.4 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the implementation of the solution.

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.

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

2.6.6 Credit for Failure to Meet SLA

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

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

2.6.7 Root Cause Analysis

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

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

2.6.8 Service Level Measurements Table (System Performance)

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

NO.	SERVICE REQUIREMENT	MEASUREMENT	SERVICE LEVEL AGREEMENT	SLA CREDIT PER MONTH
1	System Availability	System availability, excluding disruptions caused by network issues.	> 98%	1%
2	System Response Time	Response time standards shall: A) Exclude pre-determined reports that are unusually complex and known to require longer run times. B) Exclude network or workstation performance issues. C) Be assessed at the discretion of MSDE based on Help Desk reports of slowness. Assessment may be based on analysis of web server logs or measured at two user locations over 10 transactions or reports.	< 5 seconds for pages; < 2 minutes for reports	1%

NO.	SERVICE REQUIREMENT	MEASUREMENT	SERVICE LEVEL AGREEMENT	SLA CREDIT PER MONTH
3	Batch Processing	Batch jobs that fail to complete are corrected and run within 3 days or provide a recommended resolution. The batch run is successful when all submitted records are processed.	100% executed successfully within 3 days of schedule or recommendation of solution within 3 days.	1%
4	Application Errors	Post-deployment application errors identified within 3 months of deployment are corrected within 3 months of the date the problem was reported, including 3 weeks for User Acceptance Testing of the correction.	100% of post deployment errors are corrected within 3 months.	1%
5	Work Stoppage PR	Work stoppage PRs are addressed within 1 week by data correction or recommendation for a change. Count the work stoppage problems, not the number of records impacted.	100% of work stoppages are addressed within one week.	1%
6	IVR Availability	Actual IVR availability compared to scheduled IVR availability.	> 98%	1%
7	Implementation Schedule	Implementation is delayed beyond the MSDE approved Baseline Integrated Project Schedule	> 6 months	1%
8	Security Incidents	Security Incidents are reported within 2 hours upon discovery of a threat to the system as it pertains to the use, disclosure, and security of State data. The report shall include recommendations to mitigate the threat. Provide written notice within 1 day after discovery of unauthorized use or disclosure of State Data. Notify the MSDE Project Manager and MSDE Office of Information Technology within 24 hours via email of a Security Incident.	100% of incidents reported within 2 hours	1%

NO.	SERVICE REQUIREMENT	MEASUREMENT	SERVICE LEVEL AGREEMENT	SLA CREDIT PER MONTH
9	Data Breach	Notify the MSDE Project Manager and MSDE Office of Information Technology within 24 hours (via telephone and email) in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law.	100% of incidents reported within 24 hours	1%
10	Task Order Transition	Provide transition assistance as requested by the State for a period up to ninety (90) days prior to Task Order end date, or the termination	100% executed successfully for 90 day period	1%
11	Submission of Deliverables	Timely submission of Deliverables based on Section 2.4.4.	Submitted on time and no more than 45 days past due date.	1%
12	Correction of Deliverable Deficiencies	Submission of a corrected deliverable, if required, within 5 business days of receiving the MSDE feedback.	100% executed successfully within 5 business days	1%
13	Transition-Out Plan	Timely submission of Transition-Out Plan	Submitted ninety (90) days prior to the TO end date.	1%

*See definition of Normal State Business Hours.

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

2.6.9 Problem Response Definitions and Times

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

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

SERVICE LEVELS	PHONE RESPONSE	RESOLUTION	RESPONSE AVAILABILITY	COMMENTS
Urgent	15 minutes	1 hour	7 days/week, 24 hrs. a day	Urgent is defined as any problem which disrupts the use, or threatens to disrupt the use, of the production system for: A. The staff application during the hours of 7:00 am to 6:00 pm Monday to Friday, or B. The public web portal 24 hours a day, 7 days a week, and 365/366 days a year.
High	1 hour	4 hours	7 days/week, 24 hrs. a day	High is defined as any problem that disrupts the use, or threatens to disrupt the use, of production, UAT or training environments at any time of day.
Normal	1 hour	1 work day	5 days/ week, Mon.-Fri, 8am-4:30pm	Normal is defined as other activities to mitigate minor problems, prevent problems, or proactively keep the system in excellent operating condition. Other activities shall not disrupt business use of the application. On-site response to calls received after 1:00 pm may be responded to by 9:00 am, the following morning.

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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.

3.2 End of Task Order Transition

- 3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to ninety (90) days prior to Task Order end date, or the termination thereof. Such transition 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 in the format requested.
- 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 one-hundred and twenty (120) Business Days in advance of Task Order end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Task Order;
 - 2) Communications and reporting process between the TO Contractor, the Department and the TO Manager;
 - 3) Report of any outstanding work products and mitigation;
 - 4) List of defects and requested updates, identified by priority and which items will be incomplete at transition;
 - 5) Schedule for completing all services and /or work products;

- 6) Steps to migrate state-owned equipment, licenses, configuration management and other processes to the new contractor or MSDE;
 - 7) Security and system access review and closeout;
 - 8) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to MSDE or a designee;
 - 9) Any final training/orientation of MSDE staff;
 - 10) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 11) Knowledge transfer provided to both MSDE and the incoming contractor, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department;
 - b) Review of the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
 - d) 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;
 - e) Up to date documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
 - f) A working knowledge of various utilities and corollary software products with expiration dates used in support and operation of the Solution;
 - 12) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 13) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. If an acceptable Transition-Out Plan is not submitted when due, payment may be withheld until the Transition-Out Plan has been submitted.
- D. 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 Contract Monitor.
- E. The TO Contractor shall provide copies of any current daily and weekly back-ups to MSDE, or a third party as directed by the Contract Monitor, as of the final date of transition, but no later than the final date of the Task Order.

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

3.2.6 Protection of Information

- A. The TO Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this task order. To prevent unintentional disclosure, the TO Contractor shall not access MSDE data in a public or unsecure location which can lead to a data breach.
- B. The TO Contractor shall protect all State data, equipment, communications, etc. at highest level possible. All information about the systems gathered and/or created under this task order shall be considered sensitive. It is anticipated that the information will be gathered, created, and stored within a secure location.
- C. If TO Contractor personnel must remove any information from the secured work area, they shall protect it according to Maryland State DoIT Data Protection Policy, as well as to the same extent they would their proprietary data and/or company trade secrets and notify the State in writing of the need to perform this action. The use of any information that is subject to the Privacy Act will be treated in full accordance with all rules of conduct as applicable to Privacy Act information.
- D. The State will retain unrestricted rights to State data.

3.2.7 Confidentiality and Nondisclosure

- A. All preliminary and final deliverables, associated work products, and other relevant material will remain the property of the State of Maryland and must be submitted to the State Project Manager at the conclusion of the task order.
- B. The State of Maryland has unlimited data rights to all deliverables and associated work products and materials.
- C. All documents and software products produced under this task order are the property of the State of Maryland and cannot be reproduced or retained by the TO Contractor.
- D. All appropriate project documentation will be given to the State during and at the end of this task order.
- E. The TO Contractor shall not release any information without the written consent of the Procurement Officer and the Contract Monitor. Personnel working on any tasks associated with this Task Order will be required to sign non-disclosure and conflict of interest agreements to guarantee the protection and integrity of State information and documents.

3.2.8 Disclosure of Information

- A. Any information and/or data made available by the State to any officer, TO Contractor personnel, or subcontractors shall only be used for the purpose of performing work under this task order. This information and/or data shall not be shared, verbally or written, to any persons outside of performing the work under this task order.
- B. No information and/or data shall be released by the TO Contractor without the consent of the State in writing. All requests for release must be submitted in writing to the Procurement Officer and the Contract Monitor. In performing this task order, the TO Contractor assumes the responsibility to protect the confidentiality of State records and shall ensure that all work performed by its subcontractors shall be under the supervision of the TO Contractor or the TO Contractor's responsible staff. Each officer or staff member of the TO Contractor or any of its subcontractors, to whom any State record is made available or disclosed, shall be notified in writing by the TO Contractor that information disclosed can be used only for the purpose of carrying out the provisions of this task order and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by applicable laws.

3.3 Invoicing

3.3.1 Definitions

- A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.

- B. "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice to the Contract Monitor.
- 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) Purchase Order number;
 - 9) Goods or services provided;
 - 10) Amount Due by individual, labor category, and project phase;
 - 11) Amount of Retainage for this invoice by project phase;
 - 12) SLA Credits;
 - 13) Total Amount Payable; and
 - 14) Any additional documentation required by regulation or the Task Order.
- E. Invoice Supporting Documentation shall include signed timesheets and DPAF accepted during the month to document fixed price services delivered. Time sheets shall show daily hours worked, the work assignments for the day and be signed by the individual worker.
- 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.
- B. Invoices shall be submitted monthly and within 15 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

3.3.4 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <https://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in Section 2.4.

3.3.5 Time and Materials Invoicing

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.

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

3.3.7 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.8 Retainage

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices for fixed price deliverables will be withheld if a signed DPAF - Attachment C, is not submitted.
- B. The TO Contractor shall submit invoices for payment upon acceptance of signed timesheets and accepted DPAF documenting fixed price services delivered. Invoices shall be submitted on or before the 15th day of the month following receipt of the approved notice(s) of DPAF from the TO Manager. For fixed price deliverables, a copy of the notice(s) of acceptance shall accompany all invoices submitted for payment. For delivery of fixed price hours, signed timesheets shall be provided.
- C. For each invoice, 10% of the amount due will be withheld as retainage. Retainage will be payable when a phase has been completed, deployed to production and operated without a major, unresolved error for 90 calendar days. For Phase 5 Operations and Maintenance work, retainage will be payable 90 calendar days, provided that no major, unresolved production errors have been identified. A major error is one that blocks the use of a feature of the deliverable release. If a major error is unresolved, retainage will continue to be withheld until the error has been resolved and the resolution has been accepted by MSDE. A DPAF shall be submitted documenting acceptance of the Retainage requirement with the invoice.

3.4 Liquidated Damages

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

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery (DR)

- A. Unless specified otherwise in the TORFP, TO Contractor shall provide MSDE a DR plan leveraging the DR capabilities of Salesforce, other cloud based hosting or on premise hosting required by the solution. The DR Plan must address each item within the DoIT DR template.
- 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 services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. 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.
- F. The Offeror shall include the proposed DR equipment and service levels within the plan. The service levels shall include both the proposed recovery time and the recovery point.

3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

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

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

3.6 Insurance Requirements

- 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 2.7).

3.6.2 CYBER SECURITY / DATA BREACH INSURANCE

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

3.7 Security Requirements

3.7.1 Employee Identification

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

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

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, and annually thereafter, 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 Maryland and FBI Criminal Justice Information System criminal history record check.
 - 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit prior to any work commencing on the Task Order.

3.7.3 On-Site Security Requirement(s)

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

3.7.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (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: <https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>.

3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements 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), or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.

- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>
- 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, “deny all” and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access

controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>), including specific requirements for password length, complexity, history, and account lockout.

- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.7.6 Access to Security Logs and Reports

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

3.7.7 Security Plan

- A. The TO Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

3.7.8 Security Incident Response

- A. The TO Contractor shall notify MSDE when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1. notify MSDE within twenty-four (24) hours of the discovery of a Security Incident. Notification shall be provided via email to the MSDE Project Manager and the MSDE Office of Information Technology;
 - 2. notify MSDE within two (2) hours if there is a threat to the TO Contractor’s Solution as it pertains to the use, disclosure, and security of State data. Notification shall be provided via telephone and email; and
 - 3. provide written notice to MSDE within one (1) Business Day after TO Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or MSDE) requests concerning such unauthorized use or disclosure. Notification shall be provided via email.
- B. TO Contractor’s notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.

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

3.7.9 Data Breach Responsibilities

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

3.7.10 Additional security requirements may be established in a Task Order and/or a Work Order.

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

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

3.8 RESERVED

3.9 SOC 2 Type 2 Audit Report

3.9.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.

- 3.9.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling Sensitive Data and/or the Department's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed, at a minimum, on an annual basis throughout the term of the contract, and shall cover a 12-month audit period or such portion of the year that the TO Contractor furnished services.
 - B. The SOC 2 Audit shall report on TO Contractor's system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust services criteria: Processing Integrity, Security, Availability, and Confidentiality as defined in the aforementioned Guidance.
 - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
 - D. The scope of the SOC 2 Report shall include work performed by any Relevant Subcontractor that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.

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

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

3.10 Performance and Personnel

3.10.1 Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

- 1) **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.
- 2) **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.

- 3) **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.
- 4) **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.
- 5) **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.
- 6) **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

3.10.2 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the Department infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to Department non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- E. Work Hours: TO Contractor Personnel, working on a time and material basis, shall not exceed 40 hours per week without prior written approval from the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

- F. Time-Off Requests: Requests for time-off shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if time-off extends longer than one consecutive week. In cases where there is insufficient coverage, a time-off request may be denied.
- G. TO Contractor personnel will observe State mandated closings unless notified otherwise by TO Manager.

TO Contractor personnel are expected to be onsite/remote Monday through Friday, 8 am to 5 pm or as required to complete the completed activities. TO Contractor personnel will provide their own laptops. MSDE will provide access to appropriate applications as necessary.

3.10.3 Personnel Experience

Offeror Personnel shall meet the following qualification criteria to be eligible for consideration in the evaluation of this TORFP. Proposed Key Personnel experience starting dates and ending dates must be clearly identified for each applicable requirement.

A. Program Manager

Requirement: Meets the identified labor category description as described in **CATS + RFP Section 2.10.93** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

Preferred Qualifications: The Program Manager must be PMI PMP certified and/or hold an Agile Management Certification such as PMI ACP, SAFe SA. The Program Manager must also possess, at minimum, three (3) years of experience in managing a large solution in Salesforce. A large solution is a Salesforce implementation serving at least 1000 users, 3 or more independent lines of products or services, and including over 50 salesforce objects.

B. Architect, Application (Senior)

Requirement: Meets the identified labor category description as described in **CATS + RFP Section 2.10.15** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

Preferred Qualifications: The Architect, Application (Senior) must possess five (5) years of experience with Salesforce Solutions Architecture.

C. Quality Assurance Manager

Requirement: Meets the identified labor category description as described in **CATS + RFP Section 2.10.97** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). **Preferred Qualifications:** The Quality Assurance Manager must possess five (5) years of experience with Agile Testing and Data Quality with a Salesforce implementation.

D. Analyst, Computer Software/Integration (Senior)

Requirement: Meets the identified labor category description as described in **CATS + RFP Section 2.10.3** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

Preferred Qualifications: The Analyst, Computer Software/Integration (Senior) must possess five (5) years of experience eliciting and managing requirements for a complex solution. It is desired that the

Analyst, Computer Software/Integration (Senior) possess a certification in scaled Agile framework, product owner/product manager role.

3.10.4 Offeror Experience

Master Contractors meeting the following requirements will be given preference in the TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify qualifications.

1. At least five (5) years of experience in the design, implementation, and maintenance of a large Salesforce system development project. The projects must have provided critical public services such as payments, eligibility determination, or other high value benefits.
2. Active participant in the Salesforce Consulting Partner Program. The Master Contractor shall provide their Salesforce tier and expertise level for each product proposed in the solution.
3. At least five (5) years of experience in architecting, developing and delivering applications utilizing services and products such as AWS GovCloud, Salesforce Government Cloud Plus, Heroku, PostgreSQL, rules engines, document generation, security and backup, API/Integration, data analytics, and business intelligence.
4. Experience in performance tuning and optimization at all levels of web-based application architecture.
5. Experience in data conversion and cleansing to successfully migrate data from the legacy system to Salesforce. For instance the DB2 database for CCATS, the primary legacy system, is approximately 100 GB and is comprised of 922 tables. Records date back to the late 1990s.
6. Experience in architecting and operating secure web-based systems, consistent with the Maryland Information Security Policy and the referenced NIST standards.

3.11 Substitution of Personnel

3.11.1 Directed Personnel Replacement

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

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

3.11.2 Substitution Prior to and 30 Days After Task Order Execution

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

3.11.3 Substitution More Than 30 Days After Task Order Execution

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

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

- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.12 Minority Business Enterprise (MBE) Reports

3.12.1 MBE PARTICIPATION REPORTS

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

3.12.2 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.

3.12.3 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.

3.12.4 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.

3.13 Veteran Small Business Enterprise (VSBE) Reports

3.13.1 VSBE PARTICIPATION REPORTS

Department shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th of each month. The TO Contractor shall submit required reports as described in **Attachment E**.

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 VSBE directly to the TO Manager.

3.14 Work Orders

- A. Additional services and/or resources will be requested via a Work Order process. All Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed.
- B. The TO Manager shall e-mail a Work Order to the TO Contractor to provide services and/or resources that are within the scope of this TORFP. The Work Order Request will include:
 1. Technical requirements and description of the service or resources needed,
 2. Performance objectives and/or deliverables, as applicable,
 3. Due date and time for submitting a response to the request,
 4. Required place(s) where work must be performed.
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 1. A response that details the TO Contractor's understanding of the work;
 2. A price to complete the Work Order Request using the format provided in;
 3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed ;
 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. The TO Manager will review the response and will confirm the proposed work plan and solution are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.15 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.

3.15.1 TORFP Subject to CATS+ Master Contract

- A. 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 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; and
- C. Material costs shall be passed through with no mark-up by the TO Contractor.

3.15.2 Contract Management Oversight Activities

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <https://doit.maryland.gov/contracts/Documents/CATSPPlus/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.

3.15.3 Source Code Escrow

Source code Escrow does not apply to this Task Order.

3.15.4 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.5 Change Control and Advance Notice

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

3.15.6 No-Cost Extensions

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

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 ATO pre-proposal conference (Conference) will be held at the date and time 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 at the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Those wishing to attend the web Conference may request a meeting invitation by emailing <<contact name>> at <<contact email>> no later than 2:00 PM on <<deadline for contacting>>. 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. Registration must be completed by 2:00 PM <<registration deadline>>.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (R00R2600577 - Early Childhood Data System Modernization on Salesforce), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

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

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **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 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., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

4.5.3 Down-Select Procedure

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

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

4.6 Limitation of Liability

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

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

- 4.8.1 By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the TO Agreement will be performed by verified VSBEs.
- 4.8.2 In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.
- 4.8.3 Effective January 2, 2017, if a solicitation contains an MBE and a VSBE goal, participation by a subcontractor dually-certified as an MBE and a VSBE may be counted toward meeting both the MBE and VSBE contract goals to the extent its participation meets the cumulative MBE and VSBE contract goals, or portions thereof that it is committed to perform. Participation by a dually-certified subcontractor may be counted toward the agency's overall MBE and VSBE goals.
- 4.8.4 Questions or concerns regarding the VSBE subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

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

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 Maryland State Department of Education is \$1,292,673,919 in Maryland State fiscal year 2022. This represents 14.1% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains Federal funds. The source of these federal funds is: Childcare and Development Block Grant. The CFDA number is: 93.575. 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)

Documentation related to the GOTS solution and additional supporting documentation is available for potential Offerors to review via a secure, virtual reading room. Offerors who wish to access the reading room will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 5**. Please contact the TO Procurement Officer to request login information.

When requesting login information, please send an email to the TO Procurement Officer with the following in the SUBJECT LINE of the email: “<SolicitationNumber> - Reading Room Access Request”.

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 (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 HIPAA - Business Associate Agreement

4.13.1 Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 et seq. and set forth in **Attachment J**. This Agreement must be provided as identified in **Table 1 of Section 7 – Exhibits and Attachments**. However, to expedite processing, it is suggested that this document be completed and submitted with the TO TECHNICAL PROPOSAL. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the TO Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked TO Proposal.

4.13.2 Compliance with Federal HIPAA and State Confidentiality Law

- A. The TO Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The TO Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- 1) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - 2) Providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement; and

- 3) Otherwise providing good information management practices regarding all health information and medical records.
- B. Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the TO Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
- C. “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

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

4.19 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

1. Volume I – TO TECHNICAL PROPOSAL
2. 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's address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Emma portal. 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 Emma portal 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, Subsequent submissions of TO Proposal content will not be allowed.

- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. TO Proposals will not be accepted via e-mail to the procurement officer without prior written consent.
- F. The Emma submissions must separate the technical and financial documents. TORFP submissions shall reference R00R2600577 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2016 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format, and
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed.
- B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in Excel format,
 - 2) the TO Financial Proposal in searchable Adobe PDF format, and
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed.

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:
 - 1) **Transmittal Letter**

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.

2) Executive Summary

Provide a one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.

3) Company Profile

The Offeror is to provide a narrative regarding the Company Profile, to include the following elements:

- A. A brief history of the firm's performance of services of a similar size and scope to those described in the Scope of Work.
- B. How long the firm has been providing such services.
- C. Address of the office(s) where the work will be coordinated for this project.

4) 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 the scope of work. The Offer shall include:

- 1. An explanation of how their proposed methodology complies or aligns with the State's DoIT SDLC Agile Methodology.
- 2. Completed "Appendix 7: Recommendations for Enabling Technologies" form.

5) Draft Work Breakdown Structure (WBS)

A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

6) Draft Project or Work Schedule

A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.

7) Draft Risk Assessment

Identification and prioritization of risks inherent in meeting the requirements in the Scope of Work. Include a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

8) Assumptions

A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.

9) Tools the Master Contractor Owns

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

10) Implementation Schedule

Offeror shall provide the proposed implementation schedule with its TO Proposal.

11) Offeror Location

The work in support of this task order shall be performed at the Master Contractor's location. The Master Contractor shall provide services from a workspace within 25 miles of the MSDE building location at 200 West Baltimore Street. 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. TO Contractor personnel are required to work in close collaboration with MSDE PMO representatives and MSDE SMEs for activities such as joint design sessions, Working Integrated Product Team (WIPT) sessions, issue resolution meetings, and stakeholder briefings. The Master Contractor shall also plan to accommodate onsite workspace for the MSDE Project Manager and four (4) MSDE Analysts.

12) Backup Solution/Strategy

The Offeror shall provide a Backup solution/ strategy recommendation as part of its TO Proposal.

13) Disaster Recovery (DR) and Security Model

Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.

14) Deliverable Mapping

The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.

15) Migration Risks

The Offeror shall describe the possible technical risks of migrating from the existing system.

16) 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 and 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.

17) Details for each offering

Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software. The Offeror shall provide the following information for each offering:

- a) Offering Name
- b) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner)
- c) Manufacturer
- d) Short description of capability
- e) Version (and whether version is limited in any way)
- f) License type (e.g., user, CPU, node, transaction volume)
- g) Subscription term (e.g., annual)
- h) License restrictions, if any

- i) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting
- j) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level
- k) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their TO Technical Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats.
- l) Any processing or storage of data outside of the continental U.S. (see Security Requirements for limitations)
- m) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also Section 5.4.2.I Additional Required Submissions.
- n) Compatibility with Single Sign-On systems (e.g., SecureAuth);
- o) APIs offered, and what type of content can be accessed and consumed.
- p) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades.
- q) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time).
- r) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also Section 3.9.
- s) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - i) procedures for and requirements for hiring staff (such as background checks),
 - ii) any non-disclosure agreement TO Contractor Personnel sign,
 - iii) whether the service is furnished out of the continental U.S. (see Security Requirements 3.7),
 - iv) Certifications such as FedRAMP,
 - v) Third party security auditing, including FISMA,
 - vi) Published Security Incident reporting policy, and
 - vii) Cybersecurity insurance, if any, maintained.

- t) Offerors shall clearly indicate which features are part of the base offering and which include additional charges.
- u) Offerors shall include a schedule of service level metrics, credits to the State if the metrics are not met, and what reporting supports the service levels described.

18) Offeror Experience Requirements Documentation

The Offeror shall submit any Offeror Experience Requirements documentation that may be required, as set forth in TORFP **Section 3.10.4**.

19) Proposed Personnel and TORFP Staffing

Offeror shall propose the Key Personnel that will support this TORFP. The 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) Provide a resume for each proposed key personnel. Each resume shall include:
 - i. TO Contractor personnel's name and title;
 - ii. Role they are being proposed to perform for the project;
 - iii. Education, including any applicable certifications (such as PMI),
 - iv. Work/employment history including dates of employment and titles/roles held, and similar project experience. A minimum of three (3) similar project experiences should be provided that include brief descriptions of the projects, including the similarities of the projects to this project. Please provide the projects' contacts (name, title, current email, current phone number), so that MSDE may check references on the proposed TO Contractor personnel, if it so elects.
 - 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 3.10.3** Offeror Personnel Requirements.
 - 4) Provide three (3) references per proposed Key Personnel.
- C. Provide a completed Appendix 8. TO Contractor Staffing 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. The Agency has provided an estimated staffing model listed in Attachment B TO Financial Proposal. The Agency requests that TO Contractors submit their proposed staffing plan as part of the TO Technical Proposal. When the TO has been awarded the agency will work with the TO Contractor to refine the Staffing Plan and issue a work order to implement the agreed upon Staffing Plan. The TO Contractor Staffing Plan template is provided in Appendix 8 and shall include:
- a) Planned team composition by CATS + Labor Category, using only the Labor Categories listed on the TO Financial Proposal form.
 - b) Estimated number of hours by Labor Category and by year

- c) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 5) 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.

20) Subcontractors

- 1) Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.
- 2) Overall Offeror team organizational chart.
- 3) Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

21) Master Contractor and Subcontractor Experience and Capabilities

- A. Provide a minimum of three (3) examples of contracts of similar size and complexity that the Master Contractor or Subcontractor completed. One example must be a Salesforce solution.
- B. Proposers are to provide this information as part of the Technical Proposal; however, MSDE will check references only of the clients of the shortlisted proposing firms. MSDE reserves the right to verify all information given if it so chooses, as well as, to check any other sources available, even if not provided as a reference by the Proposer.
- C. It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. The contact person should be capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence by MSDE.
- D. Each reference provided shall include the following:
 - a. Contract title.
 - b. Name of organization/agency.
 - c. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - d. Services provided as they relate to the scope of work.
 - e. Contract value.
 - f. Number of TO Contractor team resources
 - g. Start and end dates for each reference.
 - h. If the Master Contractor is no longer providing services, explain why not.

22) State of Maryland Experience:

- A. 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.
- B. 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.

23) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

24) Confidentiality

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

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

25) 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 Master Contractor pricing is requested to be based on the estimated number of hours and hourly rates by the TO Contractor personnel (include name and title), with cumulative total for the project and a fixed and pre-determined fee. The hourly rates for proposed personnel must be either equal to or less than the quoted hourly rates in listed in the CATS+ Master Contract for the corresponding time period.
- 5.5.4 There are no allowed reimbursables for this project. That is, the quoted hourly rates for the assigned staff that the Master Contractor applies is to include all costs and expenses associated with the effort required for the project. This includes all travel and expenses including provision of the final strategic report in both electronic and printed formats shall be included within the hourly rates if necessary.
- 5.5.5 Pricing shall be submitted via Excel spreadsheet attachment.
- 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)

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). The proposal shall demonstrate how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

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

Master Contractor or Subcontractor experience in the design and implementation of Child Care systems is desirable and will receive a preference in the ranking of proposals.

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. The assessment of Minimum Qualifications results in a “Yes” or “No” determination that the qualifications are satisfied. 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. 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. TO Technical Proposals will be evaluated for technical merit and ranked. For all TO Proposals deemed technically qualified, Oral Presentations and interviews of proposed personnel will be performed. In the event that MSDE receives more than ten (10) responsive proposals, the MSDE Procurement Officer may perform a down select based on rankings. A technical ranking will be performed for all proposals based on the oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and oral presentation results.
- C. 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.
- D. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- E. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- F. 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.
- G. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.5 Documents Required upon Notice of Recommendation for Task Order Award

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

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

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

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

- A. 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.
- B. For documents required as part of the proposal:
 - 1. For e-mail submissions, submit one (1) copy of each with signatures.
- C. 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.
- D. 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 1: TORFP ATTACHMENTS AND APPENDICES

ATTACHMENTS			
Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With TO Proposal	B	TO Financial Proposal Instructions and Form
N	N/A	C	RESERVED
Y	10 Business Days after recommended award	D	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	D	MBE Forms D-4A, D-4B, D-5
Y	With TO Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
Y	10 Business Days after recommended award	E	VSBE Forms E-2, E-3
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure

ATTACHMENTS			
Applies?	When to Submit	Label	Attachment Name
Y	With TO Proposal	I	Non-Disclosure Agreement (TO Contractor)
Y	10 Business Days after recommended award	J	HIPAA Business Associate Agreement
N	With TO Proposal	K	Mercury Affidavit
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	10 Business Days after recommended award	M	Task Order Agreement
N	N/A	N	RESERVED
N	N/A	O	RESERVED
Y	With Proposal	P	Certification Regarding Investment in Iran
APPENDICES			
Applies?	When to Submit	Label	Name of Appendix
Y	N/A	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
Y	Before TO Proposal Submission, as directed in the TORFP	5	Non-Disclosure Agreement (Offeror)
Y	N/A	6	Acronyms and Definitions
Y	With TO Proposal	7	Recommendations for Enabling Technologies
Y	N/A	8	TO Contractor Staffing Plan
Y	N/A	9	Early Childhood Data System Modernization Functional and Technical Requirements

ADDITIONAL SUBMISSIONS			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
N	5 days after recommended award	--	Fully executed Escrow Agreement; 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at https://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number: R00R2600577

Early Childhood Data System Modernization on Salesforce

A TO Pre-proposal conference will be held February 1, 2022 10:00 a.m. Local Time

Via Google Meet- Please email frank.conaway1@maryland.gov for meeting link no later than January 28, 2022 @ 2. pm

Please return this form by January 28, 2022 @ 2. pm, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Frank M. Conaway III
MSDE
E-mail: Frank.conaway1@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

Instructions for the TO Pre-Proposal Conference

Google meets has both call and video function. Please mute your microphone and use the hand raise function.

Attachment B. TO Financial Proposal Instructions & Form

See separate Excel TO Financial Proposal Form labeled, “*Attachment B- Early Childhood Data System Modernization on Salesforce.xls*”.

Attachment C. RESERVED

Attachment D. Minority Business Enterprise (MBE) Forms

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

CATS+ TORFP # R00R2600577

If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), D-4B (MBE Prime Contractor Report) and D-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **Subcontractor's D-5 report only**. Therefore, if the subcontractor(s) do not submit D-5 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-4A. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the proposal as required, the Procurement Officer shall deem the shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at <https://www.mdot.maryland.gov/tso/pages/Index.aspx?PageId=90> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit <https://www.naics.com/search/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

- ✓ In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B Waiver Guidance**, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA's website (<https://gomdsmallbiz.maryland.gov/Pages/default.aspx>) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
 7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
 8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.
 9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal determined to be not susceptible of being

selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 16%

**D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE
PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Proposal submitted in response to Solicitation No. R00R2600577, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

(PLEASE CHECK ONLY ONE)

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment (D-1C)**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that my Proposal is not susceptible of being selected for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) percentage of the total Contract amount allocated to each MBE for this project and (iii) items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: R00R2600577

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: MBE Certification Number: (If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime’s workforce: _____ _____ _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p>

<input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
MBE Firm Name: <hr/> MBE Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____ % Description of the Work to be Performed: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

(Continue on separate page if needed)

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether an Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect an Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
 - (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

- (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing

the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

- (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBR Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other proposals or offers and subcontract proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether an Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. R00R2600577

in _____ County by _____
(Name of Prime Contractor's Firm)

2. (Minority Firm), is either unavailable for the work/service or unable to prepare a proposal for this project for the following reason(s):

(Signature of Minority Firm's MBE Representative) (Title) (Date)

(MDOT Certification #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor)

(Title)

(Date)

**D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE ___ OF ___

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: R00R2600577

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE
FIRMS**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: R00R2600577

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE ___ OF ___

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: R00R2600577

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: <hr/> <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used <input type="checkbox"/> Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: <hr/> <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used <input type="checkbox"/> Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
--------------------------	-----------------------------	-------------------------

Offeror Company Name, Street Address, Phone		NUMBER: R00R2600577
--	--	----------------------------

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. R00R2600577, I state the following:

- 1. Offeror identified subcontracting opportunities in these specific work categories:

- 2. Attached to this form are copies of written solicitations (with proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

- 3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

- 4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

- 5. **Please Check One:**

_____ Offeror did attend the pre-proposal conference.

_____ No pre -proposal meeting/conference was held.

_____ Offeror did not attend the pre-proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. R00R2600577, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract;
or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Proposal.

Prime Contractor

Company: _____

Company Name (please print or type) _____

FEIN: _____

Federal Identification Number _____

Phone Number: _____

Phone Number _____

By: _____

Signature of Authorized Representative _____

Date: _____

Date _____

Printed Name: _____

Printed Name _____

Title: _____

Printed Title _____

Address: _____

Subcontractor

Company: _____

Company Name (please print or type) _____

FEIN: _____

Federal Identification Number _____

Phone Number: _____

Phone Number _____

By: _____

Signature of Authorized Representative _____

Date: _____

Date _____

Printed Name: _____

Printed Name _____

Title: _____

Title _____

Address: _____

Company Address

Address

<p>PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
--	---

D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company: _____

Company Name (please print or type)

FEIN: _____

Federal Identification Number

Address: _____

Company Address

Phone: _____

Phone

Printed Name:

Printed Name

Title:

Title

By:

Signature of Authorized Representative

Date:

Date

D-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

Report #:		Contract #: R00R2600577			
Reporting Period (Month/Year):		Contracting Unit: Maryland State Department of Education			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
Prime Contractor:		Contact Person:			
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:			Contact Person:		
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<contractManagerName>>

TO Manager

Maryland State Department of Education

Contracting Unit

<<contractManagerAddress>>

Address	City, State Zip
<<contractManageremail>>	
Email	Phone Number
Signature (Required)	Date

**D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report**

MBE Prime Contractor:		Contract #:	
Certification Number:		Contracting Unit: Maryland State Department of Education	
Report #:		Contract Amount:	
Reporting Period (Month/Year):		Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:	
MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Project Begin Date:	
		Project End Date:	
Contact Person:			
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

<<contractManagerName>>	Maryland State Department of Education
TO Manager	Contracting Unit
<<contractManagerAddress>>	
Address	City, State Zip

<<contractManageremail>>

Email

<<contractManagerPhoneNumber>>

Phone Number

Signature (Required)

Date

**D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report**

Report #:		Contract #: R00R2600577			
Reporting Period (Month/Year):		Contracting Unit: Maryland State Department of Education			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

<<contractManagerName>>	_____	Maryland State Department of Education	_____
TO Manager		Contracting Unit	
<<contractManagerAddress>>	_____		_____
Address		City, State Zip	
<<contractManageremail>>	_____	<<contractManagerPhoneNumber>>	_____

Email

Phone Number

Signature (Required)

Date

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

E-1

VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule

(submit with Proposal)

This document **MUST BE** included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. R00R2600577, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of 4%. Therefore, I will not be seeking a waiver.

OR

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Attachment E-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those goods and services for which they are verified.

E-1 VSBE Subcontractor Participation Schedule

Prime Contractor: Offeror Company Name, Street Address, Phone	Project Description: <<projectDescription>>	PROJECT/CONTRACT NUMBER: <<Solicitation Number>>
---	---	---

List Information for Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: 4 %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

PLEASE PRINT OR TYPE

Company: _____
Company Name (please print or type)

Printed Name: _____
Printed Name

Title: _____
Title

Address: _____
Company Address

By: _____
Signature of Authorized Representative

Date: _____
Date

**E-1A
VSBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of _____
(Name of Veteran-owned firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. R00R2600577
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Veteran-owned Firm), is either unavailable for the work/service or unable to
prepare a proposal for this project for the following reason(s):

(Signature of Veteran-owned firm's VSBE Representative) (Title) (Date)

(USDVA #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the veteran-owned firm.

To the best of my knowledge and belief, said Veteran-Owned Small Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor) (Title) (Date)

E-2
VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on E-1 within 10 Business Days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____
(subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	Project Description: <<projectDescription>>
Project Number: <<Solicitation Number>>	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract Amount:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

Prime Contractor

Subcontractor

Printed Name: _____
Printed Name

Title: _____
Printed Title

By: _____
Signature of Authorized Representative

Date: _____
Date

Printed Name: _____
Printed Name

Title: _____
Title

By: _____
Signature of Authorized Representative

Date: _____
Date

**E-3
Veterans Small Business Enterprise (VSBE) Participation
VSBE Prime Contractor Paid/Unpaid Invoice Report**

Report #:	Contract #: R00R2600577
Reporting Period (Month/Year):	Contracting Unit: Maryland State Department of Education
Prime Contractor: Report is due to the TO Manager by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract Amount:
	VSBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:		Contact Person:			
Address:					
City:		State:	ZIP:		
Phone:	FAX:	E-mail:			
MBE Subcontractor Name:		Contact Person:			
Phone:	FAX:	E-mail:			
Subcontractor Services Provided:					
List all payments made to VSBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one VSBE subcontractor is used for this contract, you must use separate **Attachment E-3** forms.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<contractManagerName>>

TO Manager

<<contractManagerAddress>>

Address

<<contractManageremail>>

Email

Contractor Signature (Required)

Maryland State Department of Education

Contracting Unit

City, State Zip

<<contractManagerPhoneNumber>>

Phone Number

Date

E-4
Veterans Small Business Enterprise (VSBE) Participation
VSBE Subcontractor Paid/Unpaid Invoice Report

Report #:	Contract #: R00R2600577
Reporting Period (Month/Year):	Contracting Unit: Maryland State Department of Education
Report is due by the 15th of the month following the month the services were performed.	VSBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

VSBE Subcontractor Name:					
Department of Veterans Affairs Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

<<contractManagerName>>

TO Manager

<<contractManagerAddress>>

Address

<<contractManageremail>>

Email

Subcontractor Signature (Required)

Maryland State Department of Education
Contracting Unit

City, State Zip

<<contractManagerPhoneNumber>>

Phone Number

Date

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

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

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <https://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. R00R2600577

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date:

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the TO Manager.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without

discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

**G-1
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No. R00R2600577	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**G-2
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i> :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)	
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C.		

<p>Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

G-3

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Early Childhood Data System Modernization on Salesforce, Solicitation # R00R2600577; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO

- Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
 5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;

- b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor:	MSDE
_____	_____
By:	By:
(seal)	
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

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

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

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Early Childhood Data System Modernization on Salesforce, Solicitation # R00R2600577; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who: (a) have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement, (b) to whom it has advised of the terms of this Agreement, and (c) who have agreed in writing to be bound by the terms of this Agreement. TO Contractor shall cause the TO Contractor’s Personnel to whom Confidential Information is disclosed to comply with the terms of this Agreement, and it shall be responsible for such compliance and fully liable for any failure to comply.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or who will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such

- dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
 5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;

- b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor: _____

DoIT

By: _____ (SEAL)

By:

Printed Name: _____

Printed Name:

Title: _____

Title:

Date: _____

Date:

Attachment J. HIPAA Business Associate Agreement

J-1 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Maryland State Department of Education (the “Department”) and (**offerorCompanyName**) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 1. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (**offerorCompanyName**).

2. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Maryland State Department of Education.
3. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. **Protected Health Information (“PHI”).** Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as **ATTACHMENT J-1** attached hereto; and
 - d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and
 - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

- e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the TO Agreement entered into following the solicitation for Early Childhood Data System Modernization on Salesforce, Solicitation # R00R2600577, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for

Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name: _____

Address: _____

E-mail: _____

Phone: _____

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By:

Name: _____

Name:

Title: _____

Title:

Date: _____

Date: _____

J-1
FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between Maryland State Department of Education and _____ (Business Associate).

Business Associate hereby notifies Maryland State Department of Education that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name:

Title:

Address:

E-mail Address:

Phone Number:

Attachment K. Mercury Affidavit

K-1 Mercury Affidavit

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I, _____ (name of affiant) am the _____ (title) and the duly authorized representative of _____ (name of the business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

- The product(s) offered do contain mercury.
- In an attachment to this Mercury Affidavit:
 - (1) Describe the product or product component that contains mercury.
 - (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the TO Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____

Date

Signature

Print Name:

Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. R00R2600577, the following disclosures are hereby made:

- 1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:
___ have plans
___ have no plans

to perform any services required under the TO Agreement outside of the United States.

- 2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task Order

CATS+ TORFP# R00R2600577 OF
MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means Maryland State Department of Education, as identified in the CATS+ TORFP # R00R2600577.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00R2600577, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means <<TO Procurement Officer>>. 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 <<contractManagerName>>. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms

of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

1. The TO Agreement,
2. Exhibit A – CATS+ TORFP,
3. Exhibit B – TO Technical Proposal, and
4. 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 anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two (2) one-year option periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated

Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department TO Manager unless otherwise specified herein.

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

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: <<procurementOfficerName>>, TO Procurement Officer Date

Witness: _____

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

Assistant Attorney General

Attachment N. RESERVED

Attachment O. Reserved

Attachment P. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed):

Witness Signature and Date:

Appendix 1. – Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. End User License Agreement (EULA) - The terms of service governing access to and use of the software services provided pursuant to this Task Order.
- I. 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.
- J. Handle (related to data) – To collect, store, transmit, and/or have access to data.
- K. Implementation - The process of gathering requirements, designing, configuring, developing, testing and deploying a solution.
- L. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- M. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- N. Infrastructure as a Service (IaaS) - A hosted environment used to support operation of the System, including storage, hardware, servers, networking, and communication components, and related operations, maintenance, and support services.
- O. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- P. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- Q. Maryland State Department of Education or (MSDE or the “Department”) – the issuing agency.
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

- S. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- V. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Problem Report (PR) - A formal notice from MSDE to the TO Contractor to document system performance that does not conform to approved requirements for analysis and correction.
- Y. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- Z. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- AA. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- BB. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- CC. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.

- DD. Service Request (SR) - Formal request from MSDE to document a change in system requirements and to request TO Contractor services to implement the change in the system.
- EE. 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
- FF. 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.
- GG. 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
- HH. 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.
- II. State – The State of Maryland.
- JJ. Subcontractor - An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
- KK. System - All services and activities necessary to fully support the Division of Early Childhood services, to include requirements elicitation, design, development, integration, testing, implementation and operations support and non-technical items such as project management, work tracking, reporting and other manual processes. This definition of System includes all System Source Materials developed as a result of this Task Order. All Upgrades and regulatory updates shall be provided at no additional cost to the State.
- LL. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- MM. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.

- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
- 7) Operating procedures

NN. System Source Materials - Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to:

- 1) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.
- 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
- 5) A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
- 6) All associated user instructions and/or training materials for business users and technical staff.

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

PP. 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**.

QQ. 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.

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

- SS. TO Request for Proposals (TORFP) - This Task Order Request for Proposal, including any amendments / addenda thereto.
- TT. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- UU. 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.
- VV. Total Evaluated Price - The Offeror’s total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
- WW. 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**).
- XX. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- YY. 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 and <https://www.vetbiz.va.gov/>.
- ZZ. 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.
- AAA. Working Days - Same as “Business Day”.

Appendix 2. – Offeror Information Sheet

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

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided Maryland State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order entitled Early Childhood Data System Modernization on Salesforce, R00R2600577 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

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

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum Qualification Summary** shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

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

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

4A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # R00R2600577

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

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

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 4B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ TORFP 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+ TORFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)									
	<table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 4B:</td> <td><insert cross-reference(s) to the full description on Form 4B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 4B:		<insert cross-reference(s) to the full description on Form 4B>
	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.)									
	<table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 4B</td> <td><insert cross-reference to the full description on Form 4B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 4B		<insert cross-reference to the full description on Form 4B>
	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

<<signatoryFirstName>>

<<signatoryLastName>>

Printed Name:

Printed Name

Date

Date

4B. Labor Classification Personnel Resume Summary

TORFP # R00R2600577

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

Candidate Name:

TO Contractor: (offerorCompanyName)

Education / Training

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

Relevant Work Experience

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

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

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

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail

<add lines as needed> | | |

****Authors: Update the Section Numbers on the left side of table****

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Offeror to Enter the Labor Category Name</i>
Requirement (See Section <<3.10>>)	Candidate Relevant Experience *
Education: [Insert the education description from Section <<x.x>>for the applicable labor category]	Education:
Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section <<x.x>>for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

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 # R00R2600577 for Early Childhood Data System Modernization. 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 <<procurementOfficerName>>, 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.
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 (5) 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: _____

Appendix 6. Acronyms and Definitions

ACRONYM	DEFINITION
APIS	Application Programming Interfaces
ATO	Authority To Operate
BPPS	Business Process Procedures
CCATS	Child Care Automated Tracking System
CCP	Child Care Portal
CHIP	Children's Health Insurance Program
CV	Conversion
DEC	Division Of Early Childhood
ECDS	Early Childhood Data System
ECE	Early Childhood Education
ELIS	Electronic Licensing Inspection System
EXCELS	Excellence Counts In Early Learning And School-Age Care
FDS	Functional Design Specifications
GFE	Government Furnished Equipment
HIPAA	Health Insurance Portability And Accountability Act Of 1996
DB2	IBM Database 2
IAM	Identity And Access Management
IMS	Integrated Master Schedule
ICD	Interface Control Document
IBM	International Business Machines
J2EE	Java 2 Enterprise Edition
KM	Knowledge Management
LDSS	Local Departments Of Social Services
MCMRA	Maryland Confidentiality Of Medical Records Act
MSDE	Maryland State Department Of Education
MBE	Minority Business Enterprise
OCM	Organizational Change Management
PII	Personally Identifiable Information
PDG B-5	Preschool Development Grant Birth To Five
PI	Program Increment
PMI	Project Management Institute
POC	Proof Of Concept
PHI	Protected Health Information
QA	Quality Assurance
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
QRIS	Quality Rating And Improvement System
SAML	Security Assertion Markup Language

WIC	Special Supplemental Nutrition Program For Women, Infants, And Children
SME	Subject Matter Expert
SNAP	Supplemental Nutrition Assistance Program
SDLC	System Development Lifecycle
SIT	System Integration Test
SPT	System Performance Test
SSP	System Security Plan
TOC	Task Order Contract
TOP	Task Order Proposal
TORFP	Task Order Request For Proposal
TANF	Temporary Assistance For Needy Families
UAT	User Acceptance Test
WBS	Work Breakdown Schedule

Appendix 7. Recommendations for Enabling Technologies

Recommendations for Enabling Technologies provides examples of the applications and services required to enable the Early Childhood Data System Modernization on Salesforce solution functionality.

Instructions: The TO Contractor shall provide their recommended solution for each product area listed in the table below.

- A. The Early Childhood Data System Modernization will primarily be a Salesforce solution. However, the delivery of a complete system will require the selection and integration of additional applications to extend the technical capability and functionality of the core solution. It is advantageous to initially use the products selected for the GOTS solution, which will allow reuse of code and configurations. At the same time, GOTS solution has been developed by two state agencies over a period of 12 years resulting in overlap of product offerings in some areas. Salesforce functionality has also expanded significantly and may offer new options for solutions using native Salesforce applications.
- B. The Early Childhood Data System Modernization has the opportunity to consolidate some aspects of the GOTS solution and update product choices. In making these selections Maryland will prioritize ease of use and long term cost containment.
- C. MSDE is requesting the TO Contractor to provide recommended products for each product area. In addition, the TO Contractor may recommend additional products for consideration. Following the contract award, and in consultation with the system integrator, MSDE will make the final decision on product selection. For Salesforce products, indicate what, if any, certification is held by the Offeror or Offeror Personnel.
- D. MSDE intends to purchase all software licenses directly.

PRODUCT AREA	TO CONTRACTOR RECOMMENDATION	SALESFORCE CERTIFICATION
<p>Core Internal System</p> <p>Example: Salesforce Service Cloud – Unlimited Edition</p> <p>Replaces Sales Cloud used in the GOTS implementation. Maryland plans to consolidate in one org.</p>		
<p>Core Customer (Public) System</p> <p>Example: Salesforce Experience Cloud</p> <p>Self-service access to account information, forms, and application status across program areas for providers, parents, trainers, and child care personnel.</p>		

PRODUCT AREA	TO CONTRACTOR RECOMMENDATION	SALESFORCE CERTIFICATION
<p>Security and Compliance</p> <p>Examples: Salesforce Government Cloud Plus, Data Mask, Shield</p> <p>Provides additional security including data privacy and logging.</p>		
<p>Backup, Recovery, and Archiving</p> <p>Examples: OwnBackup</p> <p>Enables off-line storage of data and metadata, root cause analysis of problems, targeted data recovery</p>		
<p>Integration</p> <p>Example: Mulesoft Anypoint Platform Base</p> <p>Supports API management and low code integration with external data sources</p>		
<p>Extended Data Storage</p> <p>Example: Salesforce Heroku on AWS</p> <p>Hosts database management system and supports batch processing</p>		
<p>Database Management System</p> <p>Example: PostgresSQL</p> <p>Stores data and executes database scripts</p>		
<p>Data loading and ETL</p> <p>Example: Jitterbit Professional</p> <p>Supports data conversion and migration</p>		

PRODUCT AREA	TO CONTRACTOR RECOMMENDATION	SALESFORCE CERTIFICATION
<p>Data Analytics</p> <p>Examples: Tableau, Qlik, PowerBI</p> <p>Self-service data analysis and visualization, complex reports, complex analysis, long term build out to data warehouse</p>		<p>For Tableau ONLY:</p>
<p>Document Generation and Management</p> <p>Examples: Conga, Adobe Experience Manager</p> <p>Create document templates, generate documents, store documents. In 2020, 600,000 documents were generated by the legacy system.</p>		
<p>Field Inspections</p> <p>Example: Mobile Caddy</p> <p>Support off-line data display and form completion at provider locations and Syncs data back to Salesforce.</p>		
<p>Attendance Reporting</p> <p>Examples: Custom development in AngularJS</p> <p>Supports off-line data entry in kiosk mode at provider location and syncs data back to Salesforce.</p>		
<p>Learning Management System</p> <p>Examples: Cornerstone for Salesforce, Appinium Learning; Accord</p> <p>Manages and delivers professional training to the child care community; supports training developed in-house as well as training subscription packages; tracks completed training.</p>		

PRODUCT AREA	TO CONTRACTOR RECOMMENDATION	SALESFORCE CERTIFICATION
<p>Rules Engine</p> <p>Example: Corticon Rules Engine</p> <p>Structures, manages and executes complex logic such as Child Care Scholarship eligibility</p>		
<p>External Hosting</p> <p>Example: AWS</p> <p>Provides cloud based infrastructure for database, rules engine, data analytics and other third party applications.</p>		
<p>Configuration Management Tools</p> <p>Example: Atlassian Confluence, Jira and BitBucket, or Microsoft SharePoint and Team Foundation Server.</p> <p>Provides document repository, work tracking, and code repository for non-Salesforce programming.</p>		
<p>Interactive Voice Response (IVR)</p> <p>Example: None</p> <p>Allows providers and families to enter and confirm attendance and voucher data.</p>		
<p>Mass email, messaging and voice communications</p> <p>Example: Twilio</p> <p>Allows MSDE to communicate to selected groups of customers and users.</p>		

Appendix 8. TO Contractor Staffing Plan

The TO Contractor Staffing Plan is required as part of the TO Technical Proposal.

1. Planned team composition by CATS+ Labor Category, using only the Labor Categories listed on Attachment B. TO Financial Proposal.

Use the Staffing Plan Table below to identify the Labor Categories required to deliver and operate the system by entering hours in one or more years. Do not add Labor Categories. The agency will only accept Labor Categories quoted on the TO Financial Proposal.

2. Estimated number of hours by Labor Category and by year.
*In the Staffing Plan Table below, enter the number of hours for each CATS+ Labor Category for each year.
Estimates should limit work hours to no more than 40 hours per week and 1960 hours per year per resource.*

3. Process and proposed lead time for locating and onboarding resources that meet the Task Order needs.

4. Description of approach for quickly substituting qualified personnel after the start of the Task Order.

5. Provide the names and titles of the TO Contractor’s Management Staff who will supervise personnel and ensure the quality of services provided.

Name:	Title:
Name:	Title:
Name:	Title:

Staffing Plan Table

CATS+ LABOR CATEGORY	Estimated Number of Labor Hours Base Year 1 Contract Yr 1	Estimated Number of Labor Hours Base Year 2 Contract Yr 2	Estimated Number of Labor Hours Base Year 3 Contract Yr 3	Estimated Number of Labor Hours Option Year 1 Contract Yr 4	Estimated Number of Labor Hours Option Year 2 Contract Yr 5
Program Manager - Key					
Architect, Application (Senior) - Key					
Quality Assurance Manager - Key					
Analyst, Computer Software/Integration (Senior) - Key					
Internet/Intranet Site Developer (Senior)					
Architect, Information Technology (Senior)					
Training Specialist/Instructor					
Documentation Specialist					
Analyst, Computer Systems (Senior)					
Project Manager					
Database Management Specialist (Senior)					
Application Developer, Advanced Technology					
Applications Development Expert					
Testing Specialist					
Analyst, Financial					
Analyst, Computer Systems (Junior)					
Architect, Internet/Web					
Computer Graphics Illustrator					
Computer Programmer (Junior)					
Computer Programmer (Senior)					

Computer Specialist					
Computer Systems Programmer (Senior)					
Database Management Specialist (Junior)					
Database Manager					
Engineer, Information Security					
Engineer, Interdisciplinary					
Engineer, Interdisciplinary (Senior)					
Engineer, Software					
Group Facilitator (Senior)					
Internet/Intranet Site Developer (Junior)					
Operator Level I					
Operator Level II					
Quality Assurance Specialist					
Security, Data Specialist					
Subject Matter Expert					
Subject Matter Expert (Senior)					
System Security Specialist					
Systems Security Specialist (Senior)					
Technical Writer/Editor					

Appendix 9. – Early Childhood Data System Modernization Functional and Technical Requirements

Please refer to the Excel document attached entitled, “Appendix 9 *MSDE Data System Modernization Functional and Technical Requirements Matrix.xls*”.