



The Commonwealth of Massachusetts
Department of State Police



**Commonwealth of Massachusetts
Department of State Police**

**Request for Quotation
MSP RFQ for Traxxall Maintenance Tracking Software Renewal
COMMBUYS Bid# BD-27-1084-POLAI-AW1-131147**

July 7, 2026



The Commonwealth of Massachusetts
Department of State Police



I. General Procurement Information

A. General Information

Purchasing Entity: Massachusetts State Police (“MSP” or “The Agency”)
Address: 470 Worcester Road, Framingham, MA 01702
Procurement Contact: Gustav Pearson
Telephone: 508-820-2128
E-Mail Address: Gustav.Pearson@pol.state.ma.us
RFQ File Number and Title: **MSP RFQ for Traxxall Aircraft Maintenance Tracking Software Renewal**
Attachments: Attachment A – COMMBUYS Instructions
Attachment B – Data Management and Confidentiality Agreement
Forms: Form 1 – RFQ Response Form
Form 2 – Cloud Terms Table
Form 3 – Statement of Work Template (N/A for this RFQ)
Form 4 – Risk Management Terms

This Request for Quotes (“RFQ”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or Agency to pay any costs incurred in the preparation of a Bidder’s response to this RFQ or to purchase any products or services. The Agency may: (i) accept or reject any and all bids received as a result of this RFQ; (ii) contract for some, all, or none of the products and services offered by Bidders in response to this RFQ; (iii) negotiate with one or more qualified Bidders; or (iv) cancel, in part or in its entirety, this RFQ if it is in the best interest of the Commonwealth to do so.

The Agency may amend this RFQ at any time prior to the date the responses are due. Any such amendment will be posted to the Commonwealth’s procurement website, COMMBUYS (www.commbuys.com).

Bidders must submit their bids through the Commonwealth’s online procurement system, COMMBUYS, as detailed in Attachment A. Bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

B. Eligible Bidders

This RFQ is restricted to Bidders on the following Statewide Contracts:



The Commonwealth of Massachusetts
Department of State Police



- ITS86

C. Event Calendar

All times in this RFQ are in prevailing Eastern Time. Responses must be received no later than the response due date and time indicated below or they will not be evaluated. Bidders must have their responses fully loaded and accepted in COMMBUYS prior to the RFQ Response Due date and time listed below. Bidders are urged to allow sufficient time to upload their entire response.

Procurement Step	Due Date	Time
RFQ Posted	7/7/2026	1:00PM EST
Bidder Questions Due	7/9/2026	12:00PM EST
Commonwealth Responses posted to COMMBUYS (estimated date)	7/9/2026	3:00PM EST
RFQ Response Due	7/10/2026	3:00PM EST
Notice of Apparent Successful Bidder(s) posted (estimated date)	7/10/2026	5:00PM EST

D. Purchasing Agency

The Executive Office of Technology Services and Security (EOTSS) is responsible for the development of IT policy and implementation and oversight of all information technology investments for the Commonwealth and its respective agencies. EOTSS has broad statutory authority to effectuate the goals prompting IT consolidation in [Chapter 64 of the Acts of 2017](#), as memorialized and articulated in [M.G.L. c. 6A, s. 7A](#) and [M.G.L. c. 7D](#). As the lead enterprise IT and cybersecurity organization for the Executive Branch, EOTSS provides responsive digital and security services, and oversees and manages the enterprise technology and digital infrastructure and services for over 125 state agencies and over 43,000 state employees. EOTSS provides Enterprise Cybersecurity and Risk Management services, Infrastructure and Network services, End-User Support and IT services, Digital and Data services, Strategy Management and Consulting services, and additional IT-focused services to the Executive Branch and other Commonwealth users.

If checked, the contract resulting from this RFQ will be made available to other Executive Department entities for the purchase of products or services. MSP may, in its option, require its prior approval for such entities to purchase products or services.

II. Description and Purpose of Procurement

A. Background

MSP seeks to enter into a Master Service Agreement (“MSA”) for the purchase of products and services provided by Traxxall. MSP seeks a Traxxall reseller who will maintain a resale agreement with Traxxall



The Commonwealth of Massachusetts
Department of State Police



during the term of the Master Service Agreement, assist in the resale of Traxxall products and services, and provide services related to the management and invoicing of orders placed under the MSA.

The MSA will provide software and applicable support and maintenance. The Bidder must make available the most recent version of Traxxall products and services.

Pricing must be valid and fixed for at least two (2) years following execution of the Enterprise Agreement.

MSP anticipates an initial purchase of Traxxall products and services as listed in Form 1 – Cost Table; provided, however, that MSP retains the right to adjust the quantities listed prior to executing an MSA, and further provided that MSP may adjust the quantities during the term of the MSA, subject to the terms of the MSA. Throughout the Term of any MSA resulting from this RFQ, MSP may enter into additional orders for additional Traxxall products and services, subject to the pricing provided in the MSA.

B. Description of Solution and Services

The Agency is issuing this RFQ to purchase the following:

- software: on-premises
- software: cloud-based (software as a service)
- infrastructure as a service / platform as a service
- services: setup / implementation / configuration
- services: support and maintenance
- services: training
- other: _____

III. Estimated Term

The estimated term of any contract entered into under this RFQ shall consist of an initial 24-month term and may be renewed or extended upon written agreement by the awarded Bidder and the Agency. The initial term and all renewals or extensions shall be referred to collectively as the “Term.” The maximum Term length will be governed by the applicable Statewide Contract.

IV. Order of Precedence

The agreement resulting from this RFQ shall consist of the following documents in the following order of precedence:

- (1) the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Information Technology Contracts, as applicable;



The Commonwealth of Massachusetts
Department of State Police



- (2) the Commonwealth Standard Contract Form;
- (3) the applicable Statewide Contract RFR;
- (4) the Bidder’s response thereto;
- (5) this MSP RFQ for Traxxall
- (6) any agreement negotiated between and executed by the parties; and
- (7) the Bidder’s response to this RFQ (including all amendments, clarifications, and best and final offers)

V. Data Classification and the Use of Generative Artificial Intelligence (GenAI)

A. Data Classification

The Commonwealth of Massachusetts collects, manages, and stores information to support its business operations. The Commonwealth is committed to preserving the confidentiality, integrity, and availability of its information assets. Such information assets may include, without limitation, personal information, confidential information, and information protected under applicable law. Bidder agrees and acknowledges that its access, or potential access, to certain information assets may require certifications, background checks, or other additional requirements. Agency anticipates that the awarded Bidder will have access, or potential access, to the following data types as a result of providing services/products to Agency under this RFQ.

Data Type		Applicable Laws and Regulations	Additional Requirements
<input type="checkbox"/>	Personally Identifiable Information	M.G.L. c. 93H M. G. L. c. 66A	
<input type="checkbox"/>	Payment Card Information	PCI Standards	
<input type="checkbox"/>	Family Educational Rights and Privacy Act data	Family Educational Rights and Privacy Act	
<input type="checkbox"/>	Protected Health Information	Health Insurance Portability and Accountability Act of 1996	-Commonwealth of Massachusetts Executive Office of Health and Human Services Data Management and Confidentiality Agreement
<input type="checkbox"/>	Federal Tax Return Information	Publication 1075	-Publication 1075 Exhibit 7 -Commonwealth of Massachusetts Dept. of Revenue background check
<input type="checkbox"/>	Criminal Offender Record Information	FBI Security Addendum NCIC 2000 Operating Manual CJIS Security Policy Title 28, CFR Part 20	-Dept. of Criminal Justice Information certification -background check



The Commonwealth of Massachusetts
Department of State Police



<input type="checkbox"/>	Criminal Justice Information	FBI Security Addendum NCIC 2000 Operating Manual CJIS Security Policy Title 28, CFR Part 20	-Dept. of Criminal Justice Information certification -background check
<input type="checkbox"/>	Social Security Administration Data	Privacy Act 5 U.S.C. 552a s. 1106	
<input type="checkbox"/>	Other		
<input type="checkbox"/>	None/Not Applicable		

Bidder certifies that its products or services, as offered in its RFQ response, meet all applicable legal and regulatory requirements pertaining to the identified data types indicated above. Bidder also agrees to enter into additional agreement(s), as reasonably requested by the Commonwealth prior to gaining access, or potential access, to Commonwealth information assets. Bidder acknowledges that the list above is not exhaustive, and Agency may designate additional data types, applicable laws and regulations, and additional required documentation in the contract resulting from this RFQ or any amendment thereto.

B. Use of Generative AI

The following provisions apply both to Generative AI (“GenAI”) that the Contractor proposes to use or will use to fulfill its obligations under a contract, and to GenAI tools that Contractor will provide directly to the Agency for its own use.

- 1. Use of GenAI Conditioned on Compliance with These Terms.** Contractor shall not use GenAI to fulfill any obligations under the contract with the Agency or provide any GenAI tools to the Agency unless the contract includes terms consistent with this section, “Use of Generative AI”.
- 2. Use and Deletion of Agency Data.** Contractor shall not use Agency Data (defined as data provided by Agency and any data derived therefrom, including metadata (collectively, the “Agency Data”) for training, tuning, or testing the GenAI model unless required for the performance of Services and where the Agency has provided written consent for both the use of the GenAI tool and the Agency Data. Any permitted Agency Data inputs will be strictly limited to the data and inputs provided under this Agreement and will not extend to other Agency intellectual property. If the GenAI system/solution or Contractor’s provision of other services under the Contract require the use of Agency Data as GenAI training data, Contractor shall only use Agency Data as strictly necessary to provide the Services. Both the Contractor and Agency shall retain control over their data and have the ability to delete their data. Contractor shall delete all Agency Data within 30 days of receiving written notification from the Agency and shall confirm in writing that all Agency Data has been deleted.
- 3. Intellectual Property, Accuracy, Bias, Discrimination Mitigation and Quality Control of GenAI.** Contractor’s use of GenAI will be specifically limited to the automated creation of the material expressly defined in this Agreement’s scope. All GenAI usage will be configured to strictly align with the Agency’s



The Commonwealth of Massachusetts
Department of State Police



brand guidelines. Contractor will implement robust quality control measures to review and approve, through non-automated means, all content generated by the GenAI tool before it is published, distributed or used in any business context. The review process must occur prior to any content being deployed or utilized in business operations, and every month thereafter, and must ensure that the content aligns with all the relevant policies, regulations and quality expectations. Additionally, the Contractor must identify, document and mitigate any biases, discrimination or otherwise unlawful outcomes based on race, color, religion, sex, national origin, disability, age, genetic information, or any other protected characteristic under applicable law in the AI solution or services.

4. **Breach and Termination.** Notwithstanding any other terms to the contrary in the Solicitation, or any contract entered by Contractor, Contractor's failure to meet any of the obligations set forth in this provision "Use of Generative AI" will constitute a breach of the contract entitling the Commonwealth to terminate the contract for cause and without penalty and to pursue damages and any other legal or equitable remedies to which it may be entitled.
5. **Amendments to Gen AI Terms.** The Commonwealth reserves the right to negotiate an amendment incorporating additional GenAI contract provisions into the contract or terminate in whole or in part any contract that, in the sole determination of the Commonwealth, presents an unacceptable level of risk to the Commonwealth with respect to GenAI.
6. **Provision of Evaluative Information.** Contractor shall regularly monitor the performance of the GenAI system to detect and rectify system behavior that violates any of these provisions. Contractor shall promptly communicate the discovery of system behavior that violates any of the requirements in this 'Use of Generative AI' section to the Commonwealth, including the potential impact to the services.
7. **Order of Precedence.** This section "Use of Generative AI" will take precedence over any conflicting GenAI contract terms provided by the Contractor to the Agency.
8. **Updates to the model/platform.** Contractor shall provide reasonable notice to the Agency of any updates to the GenAI model/platform that substantially impact the services prior to the updates taking place.
9. **Audit.** Contractor certifies that on an annual basis, or upon request of the Agency, its GenAI systems, models, or platforms, and related processes, training materials, training data sets, and its use and management of synthetic data, comply with the requirements of the Agreement. Contractor further certifies that it retains GenAI audit logs consistent with the terms of Schedule F of the Commonwealth's Records in Common Schedule. Such certification shall be made in writing by an authorized officer of the Contractor and shall be subject to the same confidentiality protections as set forth in the Agreement, except as disclosure is required by law.
10. **Control.** For GenAI solutions/systems/models developed for the Agency, Contractor shall provide mechanisms through which the Agency can oversee the development and testing of the GenAI and where necessary override its functionality through human intervention.



The Commonwealth of Massachusetts
Department of State Police



11. **Disentanglement.** As of the termination date of the contract, or other date agreed upon by the Parties or determined by the Commonwealth, the Contractor shall cease the use of Generative AI in service delivery to the Agency; disengage Generative AI components; and comply with the transition/termination assistance obligations set forth in the contract.
12. **Right to Use.** During the term of the contract, Contractor shall ensure that the Agency has access to the full functionality offered by the GenAI systems/solutions used in the scope of services, including without limitation the ability to use the system, develop and test solutions, and make copies (with appropriate commercial mechanisms) without any limitations or restrictions. This clause shall survive the term of the contract if, in the contract, the Agency identifies the use of the Generative AI system as of strategic importance.
13. **Localization.** GenAI systems/solutions and data shall be hosted and stored in a cloud location controlled or approved by the Agency.
14. **Representations.** Each representation and warranty set forth in the contract applicable to information technology shall apply with equal force to GenAI solutions/systems. In addition, Contractor warrants that the GenAI that is part of the system/solution shall be accurate and generate unbiased results and, should Contractor fail to deliver on this warranty, it shall remedy, at no cost to the Agency, any such defects in the GenAI system/solution.

VI. Additional Requirements

A. Enterprise Information Security Standards and Policies

All products and services provided to the Commonwealth must comply with all applicable policies adopted by the Agency, which shall be made available to Bidder prior to contract execution. At a minimum, all goods and services provided to the Commonwealth must comply with the Enterprise Information Security Standards and Policies (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>). Bidders shall provide information that demonstrates that their security practices meet the requirements detailed in these policies.

B. Accessibility for IT Solutions Contract Language

The Commonwealth of Massachusetts' [Enterprise Digital Accessibility Policy](#) drives ongoing efforts to make Massachusetts' Digital Assets, including those delivered by a third-party, accessible and usable by all persons as required by state and federal laws. Where a Deliverable includes a Digital Asset, such Deliverable must meet the Commonwealth's [Digital Accessibility Standards](#).

The Commonwealth's [Digital Accessibility Standards](#) include the Web Content Accessibility Guidelines (WCAG) version 2.1 level A and AA developed by the World Wide Web Consortium (W3C). Bidder must



The Commonwealth of Massachusetts

Department of State Police



comply with the digital accessibility obligations set forth in the [Vendor Digital Accessibility Contract Language](#) and [Vendor Digital Accessibility Testing Obligations](#) and any subsequent versions or amendments.

During the bidding process and upon request, Bidder shall cooperate and provide the Commonwealth, or any third-party digital accessibility service provider procured by the Commonwealth, [access to test](#) its digital products for accessibility at no additional cost to the Commonwealth. The digital products must be available to the Commonwealth for evaluation prior to purchase and on an ongoing basis.

C. Contract Negotiation and Amendments

The Agency may negotiate changes to the original performance measures, quantities, Term length, and requirements identified in this RFQ at any time, provided that such changes are consistent with the scope of this RFQ. The Agency may negotiate and execute contract amendments with the awarded Bidder(s) which the Agency reasonably determines are within the scope of this RFQ and necessary to result in best value to the Commonwealth.

D. Promotional Materials

Bidder must not reference the Agency or the Commonwealth in any promotional or marketing materials, including but not limited to use of the Agency's or the Commonwealth's name or logo, without first obtaining the Agency's prior written approval for such use. Bidder must not use the Commonwealth's seal in any promotional or marketing materials.

Bidders are discouraged from including extraneous promotional or marketing materials in their responses to this RFQ and excessive promotional or marketing materials may detract from the Bidders' overall score.

E. Pending Litigation

Bidder must affirm that there is no pending litigation involving the Bidder, Provider, or the Solution provided in the response, that may impair or interfere with the Agency's right to use the Solution. Bidder must warrant that there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

F. Oral Presentations and Demonstrations

In its discretion, the Agency may invite one or more Bidders whose responses have been judged competitive and responsive in the course of the evaluation to participate in a facilitated oral presentation, including a demonstration of the proposed Solution. The Agency may use these demonstrations and oral presentations to clarify aspects of the Bidder's response or to inquire as to the Bidder's approach, recommendations, and experience. The Agency may adjust its scoring of a prospective Bidder based on the Bidder's performance during production demonstration and/or oral presentation.



The Commonwealth of Massachusetts

Department of State Police



The Agency reserves the right to apply restrictions to the structure and content of Bidder's product demonstrations and oral presentations. Demonstrations and oral presentations shall not be open to the public nor to any competitors. The schedule of the demonstrations and oral presentations will be arranged directly with the Bidders selected by the Agency. Failure of a Bidder to agree to a date and time may result in rejection of the Bidder's response.

Bidders must use publicly released products and operating systems in their demonstration. No pre-production products (e.g., "beta") should be demonstrated. All Bidder-owned products used in the course of the demonstration must be listed and priced in the Cost Response (Form 3).

G. Review Rights

Responses to this RFQ may be reviewed and evaluated by any person(s) at the discretion of the Agency including non-allied and independent consultants retained by the Agency for the sole purpose of evaluating and analyzing responses.

H. Permitted Copies

At no additional cost, Bidders must authorize the Agency to make, keep and retain a reasonable number of machine-readable copies of all core software components included in the Bidder's Solution for testing, backup or archival purposes (the "Permitted Copies").

At no additional cost, Bidders must include the Agency licenses to implement a second instance of all core software components included in the Bidder's Solution for disaster recovery purposes. In the event of a disaster recovery scenario, Bidder must authorize the Agency to run such second instance without requiring any additional licenses or fees. Bidder must authorize the Agency to make the Permitted Copies available to personnel at its disaster recovery site(s) who require use of such Solution to assist the Agency with disaster recovery exercises.

I. Risk Management

Bidder must indicate the types of system audits or assessments (e.g. SOC 2) it conducts or engages third parties to conduct on its behalf, pertaining to the quoted products or services, and the frequency of such audits or assessments. Any time after submitting its Bid, upon Agency's request, Bidder shall provide audit or assessment reports to the Agency.

J. Warranties

Bidder shall provide all warranties listed below. Additional warranties may be agreed to in the contract resulting from this RFQ.

- 1) Bidder must provide all warranties required by the applicable Statewide Contract.



The Commonwealth of Massachusetts
Department of State Police



- 2) Bidder warrants that all software, software as a service, infrastructure as a service, platform as a service, and related services (collectively, the “Solution”) shall be provided in accordance with applicable State and Federal laws and in accordance with industry standards.
- 3) Bidder warrants that all personnel performing services shall act with due diligence and care and are qualified to perform such services in accordance with industry standards. Bidder warrants that it shall be responsible for the actions and omissions of all subcontractors and shall ensure all subcontractors’ compliance with the terms of an agreement resulting from this RFQ.
- 4) Bidder warrants that for a minimum of six (6) months (the “Warranty Period”) after the Agency accepts any Solution, or for the entire duration of the subscription term to such Solution, the Solution delivered by Bidder under this RFQ will substantially conform to the applicable Specifications. As used in this RFQ, “Specifications” means (i) the requirements for the Solution set forth in this RFQ, (ii) the Solution’s functional, performance, and interoperability requirements set forth in any agreement entered hereunder; (iii) the Solution functionality and description provided in Bidder’s response to this RFQ, and (iv) to the extent not inconsistent with the foregoing, the Bidder’s published specifications and documentation for the Solution. If Agency discovers a non-conformity in the Solution during the Warranty Period, then Bidder shall use commercially reasonable efforts to, at its option, (1) correct the non-conformity, (2) provide a work around or patch that is acceptable to the Agency (a “Fix”), or (3) replace the Solution. If Bidder is unable to remedy a non-conformity within a reasonable period of time, Agency may terminate any agreement related to the Solution effective immediately upon written notice to Bidder. In this event, Bidder shall promptly pay to Agency an amount equivalent to all amounts paid by Agency for (i) Solution license fees; (ii) maintenance, support and service fees; and (iii) all amounts already paid and not yet rendered for the Solution and/or services not yet delivered to and accepted by Agency. Any replacement or error correction will not extend the original Warranty Period. During the Warranty Period, Bidder will not charge Agency for services, parts, labor or transportation.
- 5) Bidder warrants that all applicable agreements and terms will be provided in Bidder’s response. Bidder further warrants that the sale of the Solution and services, and the Agency’s use of the Solution, will not be subject to any shrink-wrap, click-through, online terms, or similar agreements. Any terms or agreements that are not executed by an authorized signatory of the Agency will be void.
- 6) Bidder warrants that the Solution does not infringe on any existing intellectual property rights of any third party and that the Bidder has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties, supplied or specified by Bidder for incorporation into the Solution, including, but not limited to, data used to train GenAI models.
- 7) Bidder warrants that it has made commercially reasonable efforts to ensure that the licensed copy of the Solution provided to Agency does not contain any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data (“Unauthorized Code”).



The Commonwealth of Massachusetts
Department of State Police



- 8) Bidder warrants that it shall provide all necessary authorization codes necessary for successful installation of the Solution. Bidder also must also provide reauthorization codes to Agency should such codes be necessary for the Solution to remain functional during the Term.

- 9) All content that may be created by GenAI is a work made for hire under U.S. Copyright law. To the extent any GenAI content may not be considered a work made for hire under applicable law, as part of the Contract, Contractor assigns to Agency, in perpetuity, all right and interest to such GenAI content without the need for further consideration. In addition, content created from the Commonwealth provided prompt is not a derivative work of the GenAI training data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that content created from a Commonwealth-provided prompt constitutes a derivative work of the GenAI training data, Contractor agrees to grant the Commonwealth unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the content for any Commonwealth business.

K. The Commonwealth consistently seeks to realize the benefits of new technology, in particular generative artificial intelligence (AI). Contractor must comply with the Enterprise Use and Development of Generative Artificial Intelligence Policy issued by EOTSS on January 31, 2025, as it may be amended from time to time. Please follow this link to the policy: www.mass.gov/doc/enterprise-use-and-development-of-generative-artificial-intelligence-policy/download .

VII. Bidder Responses

Bidders must complete the attached RFQ Response Form (Form 1), a Cloud Terms Table (Form 2) if providing cloud-based products or services (a “Cloud Solution”), a Template Statement of Work (Form 3) if providing professional services, and a Risk Management Form (Form 4).

The responses to this RFQ will be evaluated based on the criteria listed below, in descending order of importance with the most important criteria listed first. The procurement management team may remove from further consideration non-responsive bids and bids that do not include all required items listed in Section VII (Bidder Responses). Prior to such an exclusion, the Agency may request one or more clarification(s) from Bidder. A Bidder’s response may be excluded for failure to meet the Agency’s budgetary thresholds. Should this RFQ result in a contract with an annual spend amount of less than \$250,000, bids from certified small businesses are highly desired, in accordance with ReOrg Plan S.2937 “An Act to Elevate the Supplier Diversity Office to Ensure Equal Opportunity in State Contracting,” and Agency will follow guidance provided by the [Supplier Diversity Office](#) in evaluating Bidder responses.

Any remaining responses will be evaluated based upon:



The Commonwealth of Massachusetts
Department of State Police



1. Price as provided in the Cost Table
2. Fit to Requirements of the RFQ
3. Quality of product functionality
4. Time for delivery



The Commonwealth of Massachusetts

Department of State Police



ATTACHMENT A – COMMBUYS Instructions

Interested Bidders must submit their response using COMMBUYS.

Useful links:

- Job aid on how to submit a quote: <https://www.mass.gov/doc/how-to-create-a-quote-in-commbuys/download>
- Webcast: [How to Locate and Respond to a Bid in CommBuys](#), which will familiarize bidders with CommBuys terminology, basic navigation, and provide guidance for locating bid opportunities in CommBuys and submitting an online quote.
- Bidders **MUST** have their complete bid fully loaded and submitted prior to the time and date listed in the calendar. COMMBUYS will not allow for bids to be submitted after the posted time.

Bidder may contact the CommBuys Help Desk at CommBuys@state.ma.us or call during normal business hours (8AM – 5PM, Monday – Friday) at 1-888-627-8283 or 617-720-3197.

Written questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the Strategic Sourcing Team (SST) regarding this Bid. All Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

Please note that any questions submitted to the SST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusive, or otherwise objectionable, including information about the Bidder’s company or other companies. The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

It is the responsibility of the prospective Bidder and awarded Bidder to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder’s contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder’s/awarded Bidder’s designated email address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Bidder’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded Bidder and the Purchasing Department to be lost or rejected by any means including email or spam filtering.



The Commonwealth of Massachusetts
Department of State Police



Locating Bid Q&A

Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Bidders access to the Bid Q&A page.



The Commonwealth of Massachusetts
Department of State Police



FORM 1 – RFQ RESPONSE FORM

Bidders should avoid including additional components in their responses which are not expressly requested in the RFQ. If multiple options are available and responsive to the RFQ, Bidders must clearly identify the differences in cost and functionality of each option.

I. Statement of Interest and Contact Information

Company or Organization Name: _____ (“Bidder”)

Bidder Address:

Bidder Contact(s):
 Name: _____
 Email: _____
 Phone: _____

Name: _____
 Email: _____
 Phone: _____

By submitting this RFQ Response, the Bidder hereby agrees and acknowledges that any agreement resulting from the RFQ will be subject to the documents incorporated therein, as provided in Section IV (Order of Precedence) of the RFQ. The Bidder agrees to all terms of the RFQ including all documents incorporated into the agreement.

II. References

___ If marked, Bidder must describe three references to the Agency illustrating examples in which Bidder has provided similar hardware, software, maintenance, and services to organizations of comparable size to the Agency within the last five to ten years, if applicable. Bidder must provide the name and contact information for an individual employed by the customer. Bidders are encouraged to provide references of government organizations within the Commonwealth. Bidder agrees that the Agency or its agents may contact any individual(s) named as references hereunder. References must be submitted in the format specified on the OSD business reference form, which is available at https://www.mass.gov/files/documents/2016/08/wd/business-reference-form_0.doc?_ga=2.37941354.891907013.1563542725-372871650.1562964984.

III. Data Classification

- A. Bidder must describe its information security practices and policies with respect to the Data Types identified in Section V (Data Classification) of the RFQ. Additional documentation may be attached to this Response form.

IV. Business and Technical Response



The Commonwealth of Massachusetts
Department of State Police



- A. Description of the specific products/service offered: Traxxall Maintenance Tracking software Renewal for five (5) Aircraft for 7/14/26 to 7/13/27 and 7/14/27 to 7/13/28
- B. Description of warranty, maintenance, and support applicable to the products and services listed. Note that warranty, maintenance, and support must be consistent with requirements set forth in the applicable statewide contract.
- C. Provide an estimate timeframe for delivery of products, and commencement and completion of services once a Purchase Order is issued.
- D. If Bidder is providing services, provide a list of assumptions on which it is basing its bid.
- E. Attach an unlocked, editable copy of any relevant license agreement, subscription agreement, warranty or maintenance agreement, technical support description and any other forms or agreements related to the procurement of the Bidder's proposed solution, in MS Word format.

V. Requirements

Agency may request a product or service by manufacturer name (see section IV) and omit this section. If Agency does not request a product or service by manufacturer name, Agency will complete the following tables regarding requested functionality. Bidders may only propose product versions that are fully released for the open market by the RFQ response deadline.

Software, Software as a Service, Infrastructure as a Service, Platform as a Service

To be completed by Agency		To be completed by Bidder
Priority Level (Mandatory or Preferred)	Description or Functionality	Bidder's Response
N/A		

- All bids including a cloud-based Solution must include a completed Cloud Terms Table (Form 2).

Services: Setup, Implementation, Configuration

To be completed by Agency	To be completed by Bidder
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The Commonwealth of Massachusetts
Department of State Police



Priority Level (Mandatory or Preferred)	Description or Functionality	Bidder's Response
N/A		

VI. Cost Response

The Cost Response listed below must be completed by Bidder and inclusive of any reseller markup. If the response is submitted through a reseller, the reseller must state its markup on each product and service. MSP strongly prefers that the services be provided by resources located in the United States. If the resources are not located in the United States, please specify their location in the table below.

Software, Software as a Service, Infrastructure as a Service, Platform as a Service

Product Name	SKU Number	Quantity	Price for Initial Term or Price Per User	Price for each renewal term	Additional Pricing Information or Volume Discounts
<u>Traxxall Maintenance Tracking software renewal for five (5) Aircraft – YEAR 1</u>	<u>Massachusetts State Police - Air Wing – Subscription renewal 7/14/26 to 7/13/27</u>	<u>1</u>			
<u>Maintenance Tracking software renewal for five (5) Aircraft – YEAR 2</u>	<u>Massachusetts State Police - Air Wing – Subscription renewal 7/14/27 to 7/13/28</u>	<u>1</u>			

Services: Setup, Implementation, Configuration

Service Name	SKU Number	Fixed Price	Hourly Rate	Additional Pricing Information or Volume Discounts	Location from where services are provided (Country)
N/A					



The Commonwealth of Massachusetts
Department of State Police



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Services: Support and Maintenance

Service Name	SKU Number	Fixed Price	Hourly Rate	Additional Pricing Information or Volume Discounts	Location from where services are provided (Country)
<u>N/A</u>					

Services: Training

Service Name	SKU Number	Fixed Price	Hourly Rate	Additional Pricing Information or Volume Discounts	Location from where services are provided (Country)
<u>N/A</u>					

Reseller Markup

Bidder must identify the maximum mark-up under the applicable Statewide Contract:	
Bidder must identify the proposed mark-up for this bid proposal, if lower:	



The Commonwealth of Massachusetts
Department of State Police



FORM 2 – CLOUD TERMS TABLE

The following terms shall apply to Cloud Solutions, which may include software and services, purchased by the Commonwealth. Bidder must provide a response indicating the manner in which the proposed Cloud Solution meets each term or provide justification as to why a term is not applicable to the offered Cloud Solution. These terms may be negotiated between Agency and the awarded Bidder and shall take precedence over any conflicting terms provided by the Cloud Solution Provider.

Category	Term	Bidder's Response
Support and Training	Technical support must be provided via online helpdesk and toll-free phone number, during Business Hours (Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time) or 24x7x365.	
Service Level	Bidder will provide a Service Level Agreement (SLA) which includes (1) guaranteed uptime percentage of at least 99.9%, excluding scheduled maintenance and Force Majeure Events as defined in the Commonwealth Terms and Conditions for Information Technology Contracts and (2) a definition of uptime and how it is calculated	
Service Level	Scheduled maintenance is limited to ten (10) hours per month. The calculation of downtime will include scheduled maintenance in excess of ten hours per month.	
Service Level	Scheduled maintenance must occur with at least two (2) business days' advance notice, at agreed-upon times, and in no event during Business Hours.	
Service Level	The SLA must include: (1) response and resolution times, (2) multiple levels of defect classifications, and (3) other applicable metrics based on industry standards.	
Remedies	The SLA must include remedies for failure to meet guaranteed uptime, response and resolution time, and other metrics. Remedies may include fee reductions, credits, and extensions in service period at no cost. Remedies for failure to meet guaranteed uptime must scale upwards as availability decreases.	
Remedies	Repeated or consistent failures to meet SLA metrics shall result in (1) a refund of all fees paid by Agency for the period in which failure occurred and (2) participation by the Cloud Solution Provider in a root cause analysis and corrective action plan at Agency's request.	
Remedies	If uptime is less than 98.0% three times during the Term, or below 90% at any time during the Term, Agency may terminate the subscription and receive a pro-rated refund of all prepaid fees.	
Reports	Agency will be provided with a written report of performance metrics, including uptime percentage and service support requests, classifications, and response and resolution times, as requested by Agency. Agency may independently audit the report at Agency's expense.	



The Commonwealth of Massachusetts
Department of State Police



Reports	Cloud Solution Provider and Agency will meet as often as reasonably requested by either party to review the performance of the Cloud Solution.	
Reports	Cloud Solution Provider will provide to Agency regular status reports during unscheduled downtime, at least once per day or upon Agency's request.	
Reports	Cloud Solution Provider will provide Agency with root cause analysis within thirty (30) days of unscheduled downtime.	
Changes	Cloud Solution Provider may not change the Cloud Solution during the agreed upon term or period of performance in any manner that adversely affects Agency or degrades the service levels applicable to Agency without Agency's written approval.	
Updates and upgrades	Cloud Solution Provider will make updates and upgrades available to Agency at no additional cost when solution provider makes such updates and upgrades generally available to its users.	
Updates and upgrades	Cloud Solution Provider will notify Agency at least sixty (60) days in advance prior to any major update or upgrade.	
Updates and upgrades	Cloud Solution Provider will notify Agency at least five (5) business days in advance prior to any minor update or upgrade, except in the case of an emergency such as a security breach. Nothing in this section is intended to alter or modify Cloud Solution Provider's legal or contractual notice, reporting, or performance obligations with respect to security incidents or data breaches.	
Updates and upgrades	No update, upgrade, or other change may decrease the Cloud Solution's functionality; or materially and adversely affect Agency's use of, or access to, the Cloud Solution; or increase the cost to Agency.	
Agency Data	Agency retains full right and title to data provided by Agency and any data derived therefrom, including metadata (collectively, the "Agency Data").	
Agency Data	Cloud Solution Provider will not collect, retain, access, or use Agency Data except for the specific purpose of, and as strictly necessary for, providing the Cloud Solution to Agency. No Agency Data may be disclosed, provided, rented or sold to any third party for any reason unless required by law.	
Agency Data	Cloud Solution Provider will not use any information collected in connection with the agreement, including the Agency Data, for any purpose other than fulfilling its obligations under the agreement.	
Agency Data	Agency Data must remain within the United States. Cloud Solution Provider must disclose to Agency the identity and location of any third-party host or processor of Agency Data.	
Agency Data	Agency may export the Agency Data at any time during the Term, and for a period of at least three (3) months following termination, in an agreed-upon file format and medium.	
Agency Data	Three (3) months after the termination or expiration of the Term or upon Agency's earlier written request, solution provider must at its own expense destroy and erase all Agency Data and Agency	



The Commonwealth of Massachusetts
Department of State Police



	Confidential Information, unless otherwise required by law. Cloud Solution Provider will maintain, and will send to Agency upon request a written certification certifying that it has destroyed the Agency Data and Confidential Information in compliance with this section.	
Data Privacy and Security	Cloud Solution Provider will comply with all applicable laws related to data privacy and security. Cloud Solution Provider will obtain FedRAMP certification for the Solution and will maintain such certification for the duration of the agreement with Agency.	
Data Privacy and Security	Cloud Solution Provider will not access Agency user accounts or Agency Data except; (1) in the course of data center operations; (2) in response to service or technical issues, as required by the express terms of the agreement; or (3) at Agency's written request.	
Data Privacy and Security	Cloud Solution Provider will not share Agency Data with its parent company, other affiliate, or any other third party without Agency's express written consent.	
Data Privacy and Security	<p>Prior to contract execution, Cloud Solution Provider will disclose, and provide all information necessary for Agency to verify, whether Cloud Solution Provider or the Solution will access sensitive data, including without limitation:</p> <p>Personal data under M.G.L. c. 66A Personal information under M. G. L. c. 93H and 201 CMR 17.00 Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 Records under the Federal Education Rights and Privacy Act of 1974 Federal Tax Information under IRS Pub. 1075 Criminal Justice Information Criminal Offender Record Information</p> <p>If the Cloud Solution Provider or the Solution will store, use, access, or obtain potential access to, sensitive data, Cloud Solution Provider and Agency will document any additional specifications and/or requirements pertaining to the Cloud Solution and Cloud Solution Provider.</p>	
Data Privacy and Security	Cloud Solution Provider will provide a secure environment for Agency Data and any hardware and software, including servers, network, and data components provided by Cloud Solution Provider as part of its performance. Cloud Solution Provider will utilize information security best practices to protect and prevent unauthorized access to, use of, or modification of, the Cloud Solution and Agency Data.	
Data Privacy and Security	Cloud Solution Provider will encrypt personal and non-public Agency Data in transit and at rest.	
Data Privacy and Security	Cloud Solution Provider will partition Agency Data from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third	



The Commonwealth of Massachusetts
Department of State Police



	parties obtaining or attempting to obtain solution provider’s records, information or data for reasons or activities that are not directly related to Agency’s business.	
Data Privacy and Security	In the event of any successful unauthorized access, use, disclosure, modification, or destruction of information that has the potential to impact Agency Data or Cloud Solution Provider’s obligations (a “Security Incident”), or any evidence that leads Cloud Solution Provider to believe that a Security Incident is imminent, Cloud Solution Provider shall promptly (and in no event more than twenty-four hours after discovering such breach) notify Agency. Cloud Solution Provider shall promptly investigate the Security Incident, identify the potentially impacted Agency Data, and inform Agency of the actions it is taking or will take to reduce the risk of further loss to Agency. Cloud Solution Provider shall provide Agency the opportunity to participate in the investigation of the Security Incident and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Cloud Solution Provider will cooperate with Agency with respect to any investigations relating to the Security Incident and will provide Agency with any information reasonably requested by Agency in relation to any Security Incident	
Data Privacy and Security	If sensitive data is compromised, Cloud Solution Provider shall be responsible for providing breach notification to data owners in coordination with Agency and the Commonwealth as required by M.G.L. ch. 93H or other applicable law or Commonwealth policy. Cloud Solution Provider shall not send any breach notification notices to Commonwealth's data owners without receiving prior written approval of the Commonwealth.	
Disaster Recovery	Cloud Solution Provider will maintain and follow a disaster recovery plan designed to maintain Agency access to the cloud solution, and to prevent the unintended destruction or loss of Agency Data. In no event shall the Cloud Solution be unavailable for a period in excess of twenty-four (24) hours.	
Disaster Recovery	Cloud Solution Provider will review and test the disaster recovery plan regularly, at minimum twice annually. Cloud Solution Provider will back up Agency Data in an off-site “hardened” facility located within the United States. In the event of service failure, Cloud Solution Provider will restore the Cloud Solution, including Agency Data, with loss of no more than twelve (12) hours of Agency Data and transactions prior to failure.	
Records and Audit	Cloud Solution Provider will maintain accurate, reasonably detailed records pertaining to: (1) substantiation of claims for payment, (2) service levels, including service availability and downtime.	
Records and Audit	Cloud Solution Provider shall keep such records for a minimum of six (6) years from the date of creation.	
Records and Audit	Agency or its designated agent shall have the right, upon reasonable notice, to audit, review, and copy all records collected by Cloud	



The Commonwealth of Massachusetts
Department of State Police



	Solution Provider that may reasonably relate to Agency’s use of the Solution. Such records will be made available to Agency or Agency’s agent at no cost to Agency.	
Transition Assistance	Cloud Solution Provider shall reasonably cooperate with Agency and other parties in connection with the Solution. Cloud Solution Provider shall assist Agency in exporting and extracting the Agency Data, in a format usable without the use of the Solution and as agreed to by Agency.	
Transition Assistance	If Agency determines that a documented transition plan is necessary, Cloud Solution Provider shall reasonably cooperate with Agency to document such transition plan no later than sixty (60) days prior to termination or expiration of the agreement.	
Generative AI Disclosure	Contractor will disclose the use of any Generative Artificial Intelligence (“Gen AI”), as defined in EOTSS’ Enterprise Use and Development of Generative Artificial Intelligence Policy issued by EOTSS on January 31, 2025, as they may be amended from time to time. Please follow this link to the policy: www.mass.gov/doc/enterprise-use-and-development-of-generative-artificial-intelligence-policy/download .	
Generative AI Disclosure	Contractor will disclose to the Agency in its bid response, and, during the term of the contract, promptly following Contractor’s discovery of such event, the addition of Gen AI or additional Gen AI components to the product or service roadmap of a solution or service. Contractor is under a continuing obligation during the term of any contract with Agency to disclose (a) the Contractor’s intent to use or provide Gen AI and (b) the addition of Gen AI to the product or service roadmap for the solution or services. Such disclosure will include sufficient detail, in plain language, to allow the Agency to fully understand how the Contractor will use Gen AI and meet the requirements of the Commonwealth’s Enterprise Guidelines on the Development and Use of Generative Artificial Intelligence (see link above). Contractor’s failure to timely and clearly disclose such information to the Commonwealth during the bidding or contracting process and during the term of the contract may constitute grounds for disqualification of Contractor’s bid and termination of the contract, in whole or in part, without further cause or penalty.	
Generative AI Disclosure	Contractor will disclose in the bid and in the contract whether access to and use of Agency Data is needed for training or tuning the base model, to test the model prior to production use, or for prompts to generate output during production use of the Gen AI and whether the Agency has the option, prior to or during the term of the contract, of opting out of having its data used for such purpose.	
Generative AI Disclosure	Contractor will disclose whether the Agency may opt out of or disable the use of Gen AI without materially affecting the performance and functionality of the Contractor’s solution or the services and, if so, the procedural and technical steps by which the	



The Commonwealth of Massachusetts
Department of State Police



	Agency can effectuate such opt out or disablement. The Agency reserves the right to opt out of contract terms enabling such use at any time during the term of the contract without penalty should Contractor breach these or any other contract terms limiting such use.	
Generative AI Disclosure	Contractor will disclose whether the use of Gen AI requires the Gen AI solution or service to access and/or use data in any form (include without limitation source code) obtained from or provided by Agency Data; what data will be accessed or used by the Gen AI component of the solution or services; and whether such data would be in the form of production data, non-production data or both.	
Generative AI Disclosure	Contractor will disclose in its bid and in the contract whether any derivative data will be created from Agency Data, where “derivative data” means any data that is generated, transformed, or derived from the original Agency Data, including without limitation aggregated data. Contractor will explain in its bid and the contract the purpose for which the derivative data would be generated and the limits on its use, including whether the derivative data would be shared with third parties, used for training AI models, or used for other purposes.	
Generative AI Disclosure	Contractor will disclose the type(s) and frequency of any accuracy and bias or discriminatory outcomes testing performed on its proposed Gen AI solution along with the results of the most recent testing.	

FORM 3 - STATEMENT OF WORK TEMPLATE (N/A for this RFQ)

STATEMENT OF WORK
BETWEEN
[AGENCY]
AND
[CONTRACTOR NAME]
FOR THE
[PROJECT NAME]

A. 1. INTRODUCTION

The following document will serve as a Statement of Work (“SOW”) between [AGENCY] (“[AGENCY ABBREVIATION]” or “Agency”) and [CONTRACTOR NAME] (“Contractor”) governing Contractor’s work on the [PROJECT NAME]. The entire agreement (the “Agreement”) between the parties consists of the following documents, in the following order of precedence. In the event of a conflict, the document of higher precedence shall govern.

- (1) The Commonwealth Terms and Conditions or Commonwealth Terms and Conditions for Information Technology Contracts, as applicable
- (2) The Commonwealth Standard Contract Form
- (3) Request for Response [RFR NAME] (“RFR”)
- (4) Contractor’s response to the RFR
- (5) Request for Quotes [RFQ NAME, RFQ NUMBER AND DATE] (“RFQ”)
- (6) Appendix A to this SOW
- (7) this SOW and any Task Orders or other documents negotiated between the parties
- (8) Contractor’s response to the RFQ

B. 2. DEFINITIONS

The following terms shall have the following meanings. All other terms used in this SOW shall have the meaning ascribed to them in the other documents that constitute the Agreement between the Parties.

“**Business Days**” means all days except for weekends and Commonwealth holidays. A list of Commonwealth holidays is available at <https://www.sec.state.ma.us/divisions/cis/holiday-info.htm>.

“**Deliverable**” means any work product that Contractor delivers for the purposes of fulfilling its obligations to Agency.

“**Key Personnel**” means Contractor personnel directly responsible for management of the SOW or those personnel whose professional/technical skills are determined to be essential to the successful implementation of the SOW.

“**Party**” or “**Parties**” means, as applicable, one or both of Contractor or Agency.

“**Services**” means the activities engaged in by Contractor for the purpose of fulfilling its obligations under the terms of the SOW, which may or may not result in the creation of a Deliverable.

“**Task**” means a material activity engaged in by Contractor for the purpose of fulfilling its obligations to Agency.

“**Task Order**” means an amendment to this SOW that specifies Tasks or Deliverables to be completed by Contractor within a specified time period.

C. 3. EFFECTIVE DATE AND TERM

This SOW’s term (the “Term”) begins on the date it is executed by both Parties (the “Effective Date”) and shall terminate on [END DATE] (“Termination Date”) unless extended or renewed via written amendment executed by the Parties.

4. PROJECT BACKGROUND AND OVERVIEW

[Provide background and high-level overview of project.]

5. FIXED PRICE TASKS AND DELIVERABLES

This Section describes the Tasks to be completed by the Contractor, the Deliverables to be provided by the Contractor, and a timeline for delivery. A Task or Deliverable will be considered “complete” when all the acceptance criteria set forth in this SOW have been met. All written Deliverables shall be delivered in a format specified by Agency. All meetings shall be held on-premises at the address of Agency, unless agreed to otherwise by the Project Managers.

For the Fixed Price Tasks and Deliverables of this Agreement, Contractor shall perform Tasks and deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before the Due Dates set forth in Table 1. Upon acceptance by Agency of the Deliverables or Tasks, the amounts specified in Table 1 associated with each Deliverable or Task shall be payable to Contractor.

TABLE 1: FIXED PRICE TASKS AND DELIVERABLES

Project Phase	Tasks	Deliverables	Metrics of Acceptance (Refer to Attachments if needed)	Due Date	Amount Due
1					
2					
3					
4					
5					
6					
TOTAL					

6 KEY PERSONNEL

6.1 Commonwealth Project Manager(s)

[NAME] ([email address], [phone number]) will serve as the Agency Project Manager (“PM”) and will: (i) work closely with the Contractor PM to ensure successful completion of the project; (ii) consult with Contractor PM to develop the Project Management Plan; (iii) review [weekly] status reports and schedule [weekly] meetings with Contractor, as necessary; (iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire Agency project team members as needed; and (vi) coordinate Agency’s review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.

[OPTIONAL: [NAME] ([email address], [phone number]) will serve as the Agency Technical Project Manager (“Technical PM”) and will: (i) work closely with the Agency PM and Contractor PM to ensure successful completion of the project; (ii) consult with the Agency PM and Contractor PM to develop the Project Management Plan; and (iii) serve as a technical resource for Contractor PM and Contractor personnel.]

[OPTIONAL: [NAME][email address][phone number]] will serve as the [OTHER AGENCY] Project Manager (“PM”) and will: (i) work closely with the Agency and Contractor PM to ensure successful completion of the project; (ii) consult with the Agency and Contractor PM to develop the Project Management Plan; (iii) review [weekly] status reports and schedule [weekly] meetings with Contractor, as necessary; (iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire [OTHER AGENCY] project team members as needed; and (vi) coordinate [OTHER AGENCY]’s review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.]

6.2 Contractor Project Manager

[NAME] ([email address], [phone number]) will serve as the Contractor Project Manager (the “Contractor PM”) and will (i) be responsible for administering this SOW and the managing of the day-to-day operations under this SOW, (ii) serve as an interface between the Agency PM and all Contractor personnel participating in this engagement; (iii) develop and maintain the Project Management Plan in consultation with the Agency PM; (iv) facilitate regular communication with the Agency PM, including [weekly] status reports/updates, and review the project performance against the project plan and facilitate [weekly] project status meetings for the duration of the engagement; (v) update the Project Management Plan on a [weekly] basis and distribute it at [weekly] meetings for the duration of the engagement; (vi) sign acceptance forms to acknowledge receipt; and (vii) be responsible for the management and deployment of Contractor personnel.

The PMs bear the primary responsibility for issue resolution. If an issue cannot be resolved by the PMs, the Agency PM shall escalate to [NAME] and the Contractor PM shall escalate to [NAME]. The PMs shall be responsible for coordinating a meeting with Agency and Contractor leadership to review and resolve any issues.

6.3 Contractor Personnel

Contractor will provide the following personnel for the following estimated time commitment. All services shall be performed exclusively by personnel who are physically located and operating in the United States.

TABLE 2: PERSONNEL

Name	Role	Estimated Time Commitment	Location (Country)

If a change to the assigned personnel is necessary, the Contractor PM will provide a written change request at least two (2) weeks prior to the change to the Agency PM. The Agency PM may reject or accept such

change. Any personnel replacements must have the same or similar qualifications (educational background and certifications) and experience as that of the Contractor resources being replaced. Contractor shall take full responsibility for project management and for conducting a knowledge transfer to the new personnel at no additional cost to the Agency or extension to the agreed-upon timelines. Contractor shall take full responsibility for project management. Contractor shall ensure any subcontractor(s) providing work under this SOW comply with all terms of the Agreement and Contractor shall be responsible for the performance of each such subcontractor.

7. ACCEPTANCE OR REJECTION PROCESS

The Contractor PM will submit each Deliverable to the Agency PM on or before the Due Date specified in Table 1. Agency will review each Deliverable and determine whether it has met in all material respects the criteria established in this Agreement.

Prior to the submission of the Final Deliverable—which is defined as the comprehensive and complete product or output that fulfills all contractual requirements and specifications outlined in this Agreement—the Contractor PM shall submit interim Deliverables at agreed-upon intervals to the Agency PM for review and feedback. These interim Deliverables must be spaced sufficiently apart to allow for meaningful evaluation and to facilitate timely input from the Agency.

The Agency PM may request multiple interim Deliverables, as necessary, to ensure alignment with the criteria established in this Agreement.

The Agency PM will review each interim Deliverable and the Final Deliverable to determine whether they meet, in all material respects, the criteria established in this Agreement.

Within ten (10) Business Days of receipt of each Deliverable, the Agency PM will notify the Contractor PM, in writing, of acceptance or rejection. A rejection will include a written description of the defects of the Deliverable. If the Agency PM does not respond with acceptance or rejection within ten (10) Business Days of receipt, the Contractor PM shall provide a reminder notice to the Agency PM. If Agency PM fails to respond after the receipt of the reminder notice, Contractor must notify Agency PM and the Parties must agree to a new deadline for acceptance or rejection of the Deliverable. Upon receipt of rejection of a Deliverable, Contractor will act diligently to correct the specified defects and deliver an updated version of the Deliverable to the Agency PM. Acceptance or rejection of the updated version of the Deliverable will be subject to the process described in this paragraph.

Following any acceptance of a Deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, Contractor will use reasonable efforts to provide a prompt correction or workaround.

8. PAYMENT TERMS

A Deliverable or Task will be considered “completed” when the Agency PM has accepted the Deliverable or Task in accordance with Section 7 of this SOW. Contractor shall issue invoices to Agency for the Deliverables or Tasks that are completed (each, a “Valid Invoice”) within 45 calendar days of the acceptance of the Deliverable or Task. Valid Invoices shall be sent to the Agency Accounts Payable Department [MAStatePoliceAP@pol.state.ma.us] and include all relevant and requested details, such as resource names, dates of service, the hours worked and approved, and the relevant Task/Deliverable Name(s) as specified in Table 1 for each date of service. Approved invoices will be payable by Agency in accordance with the Commonwealth’s bill-paying policies. Agency may reduce the amount payable under an invoice submitted more than 45 calendar days after the Services were rendered.

Unless otherwise agreed to by the Parties in the form of an executed written amendment hereto, the total amount payable to Contractor by Agency shall be the firm fixed price total of [TOTAL].

9. AMENDMENTS TO THE SOW

The SOW may be amended prior to the end of the Term. The PM who would like to request a change will provide the suggested amendment in writing to the other Party’s PM. The PMs will jointly determine whether the change impacts any terms contained within the Agreement. The Parties may mutually agree to the change through a written signed amendment to the SOW.

10. NOTIFICATION OF INCOMPLETE TASKS AND DELIVERABLES

The Contractor PM must notify the Agency PM in writing at least thirty (30) days prior to the SOW Termination Date if it is anticipated that all Tasks and Deliverables will not be completed by the SOW Termination Date or additional funds are required to complete any new scope of work.

11. DATA CLASSIFICATION

In the course of providing services under this SOW, Contractor will gain access or potential access to certain information assets of the Commonwealth which may require certifications, background checks, or other additional requirements.

Data Type		Applicable Laws and Regulations	Additional Requirements
<input type="checkbox"/>	Personally Identifiable Information	M.G.L. c. 93H M. G. L. c. 66A M. G. L. c. 93I	
<input type="checkbox"/>	Payment Card Information	PCI Standards	
<input type="checkbox"/>	Family Educational Rights and Privacy Act data	Family Educational Rights and Privacy Act	
<input type="checkbox"/>	Protected Health Information	Health Insurance Portability and Accountability Act of 1996	See attached Commonwealth of Massachusetts Executive Office of Health and Human Services Data Management and Confidentiality Agreement.
<input type="checkbox"/>	Federal Tax Return Information	Publication 1075 Commonwealth Dept. of Revenue Standard Forms	See attached Publication 1075 Exhibit 7 and Commonwealth Dept. of Revenue standard forms. Contractor will submit to Commonwealth Dept. of Revenue certification including a background check of employees with access or potential access to Federal Tax Return Information. Contractor will assist the Commonwealth in applying for any necessary Federal approvals.
<input type="checkbox"/>	Criminal Offender Record Information	FBI Security Addendum NCIC 2000 Operating Manual CJIS Security Policy Title 28, CFR Part 20	See attached Memorandum of Agreement. Contractor will submit to the Dept. of Criminal Justice Information certification including a background check of employees with access or potential access.
<input type="checkbox"/>	Criminal Justice Information	FBI Security Addendum NCIC 2000 Operating Manual	See attached Memorandum of Agreement. Contractor will submit to the Dept. of Criminal Justice Information certification

		CJIS Security Policy Title 28, CFR Part 20	including a background check of employees with access or potential access.
<input type="checkbox"/>	Social Security Administration Data	Privacy Act 5 U.S.C. 552a s. 1106	Contractor will submit to Commonwealth certification including a background check of employees with access or potential access to Social Security Administration Data. Contractor will assist the Commonwealth in applying for any necessary Federal approvals.
<input type="checkbox"/>	Other		
<input type="checkbox"/>	None/Not Applicable		

Contractor certifies that its products or services, as provided under this SOW, meet all applicable legal and regulatory requirements pertaining to the identified data types indicated above. Contractor agrees to enter into additional agreement(s), as reasonably requested by the Commonwealth prior to gaining access, or potential access, to Commonwealth information assets. Contractor acknowledges that Agency may designate additional data types, applicable laws and regulations, and additional required documentation during the Term, which will be documented in the form of a written amendment hereto.

12. ADDITIONAL CONTRACTOR REQUIREMENTS

[To include if applicable]

13. AUTHORITY TO EXECUTE

The undersigned hereby represent that they are duly authorized to execute this Statement of Work on behalf of their respective organizations. The signer on behalf of Contractor further represents that he/she is listed as an Authorized Signatory under the applicable Statewide Contract or RFR. This Statement of Work may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[AGENCY]

[Enter Contractor Name]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

The following terms are entered into by and between the Commonwealth entity and the Contractor signing the Statement of Work (“SOW”) attached hereto. The term “Agency” as used in this Appendix A shall refer to the Commonwealth entity signing the SOW. The following terms cannot be modified unless a written waiver is provided by the Agency General Counsel, or designee. The following Sections shall continue in effect beyond the Termination Date of the SOW: 2, 3, 6, 8, 9 and any other Sections that would under the circumstances reasonably extend beyond the Termination Date of the SOW.

1. Equipment and Workplace

Agency will provide standard workspace, office equipment, and network connectivity, as provided to state employees, and as required to enable Contractor personnel working on-site to provide the services contemplated under the SOW. Contractor will submit a list of personnel who will need access to the building and to state systems before execution of the SOW. Any Contractor personnel who have access to IT resources must comply with the Acceptable Use of Information Technology Policy (<https://www.mass.gov/policy-advisory/acceptable-use-of-information-technology-policy>) and any other workplace policies provided to Contractor by Agency.

2. System Security

Contractor shall comply with the Commonwealth’s Enterprise Information Security Policies and Standards (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>).

Contractor will be required to use data provided by Agency (“Commonwealth Data”) and will implement commercially reasonable safeguards necessary to: (i) prevent unauthorized access to Commonwealth Data from any public or private network; (ii) prevent unauthorized physical access to any information technology resources involved in the SOW project; and (iii) prevent interception and manipulation of Commonwealth Data during transmission to and from any servers.

If Contractor uses, or receives access or potential access to, Commonwealth personal data under M.G.L. c. 66A or personal information under M.G.L. c. 93H (collectively, “Commonwealth Personal Data”). Contractor shall implement the maximum feasible safeguards reasonably needed to: (i) ensure the security, confidentiality and integrity of electronic personal data and personal information; (ii) prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Personal Data from any public or private network; and (iii) notify Agency immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

3. Digital Accessibility

Contractor must comply with the digital accessibility obligations set forth in the [Vendor Digital Accessibility Contract Language](#) and [Vendor Digital Accessibility Testing Obligations](#) and any subsequent versions or amendments.

4. MassGIS Web Mapping Services

MassGIS is the Commonwealth's Bureau of Geographic Information. Its legislative mandate includes coordinating GIS activities in the Commonwealth's public agencies and distributing GIS data. MassGIS has also developed and is the host for the Commonwealth's web mapping services.

If the Deliverables include the capability for viewing maps and related information as part of an Internet browser-based client application or in mobile mapping applications, and if those applications will display map information available through MassGIS web mapping services (e.g., parcels, orthophotos, streets, wetlands or any of MassGIS' tile-cached map services), then Contractor shall use MassGIS geospatial web mapping services. Additionally, if the Deliverables include an application that relies on validating street addresses or geocoding addresses to determine a coordinate location for that address, the Contractor must discuss the possibility of using MassGIS address validation and geocoding services with MassGIS. MassGIS provides low or modest demand address validation and geocoding services which MassGIS may determine to be suitable for an application's specific needs. MassGIS may grant a waiver of these requirements if Contractor demonstrates to MassGIS' satisfaction that using the MassGIS services for the proposed application is not reasonably practical due to one or more of the following: (i) performance of the application would be degraded due to using the MassGIS services; (ii) the proposed application requires reliability that exceeds those that MassGIS can reasonably be expected to provide; (iii) the security requirements of the application preclude using the MassGIS services; and (iv) cost. Waivers are not valid under this Agreement unless they are provided in writing by the Director of MassGIS or, if the Director is not available, MassGIS' Web Mapping Services Manager.

5. Code Review

If the Deliverables include software code or applications developed by Contractor for Agency, such code or applications shall follow current industry design and best practices, including, but not limited to those published by the National Institute of Standards & Technology (NIST), the SANS (SysAdmin, Audit, Network, Security (SANS) Institute), and other recognized bodies.

If the Deliverables include software or code that will be developed by Contractor and migrated into a production environment, Contractor shall implement the following controls for the purpose of maintaining software integrity and traceability throughout the software or code creation life cycle, including during development, testing, and production: (i) Contractor shall configure at least two software environments including a development/quality assurance (QA) environment and a production environment; (ii) Contractor shall implement a change management procedure to ensure that activities in the development/QA environment remain separate and distinct from the production environment; (iii) Contractor shall segregate duties between development and testing of software changes and migration of changes to the production environment; (iv) Contractor shall implement security controls to restrict individuals who have development or testing responsibilities from migrating changes to the production environment; (v) Contractor shall create a process to log and review all source control activities; (vi) Contractor shall implement a source control tool to ensure that all changes made to the production system are authorized, tested, and approved before migration to the production environment; (vii) Contractor shall not make any development or code changes in a production environment; and (viii) Contractor shall implement additional internal controls as specified in the Agreement.

Contractor shall cooperate with Agency's code review of the relevant software or application Deliverables. Prior to implementation or acceptance of a Deliverable, Contractor shall subject such Deliverable, if it includes software code or script, to independent application review by Agency or its delegated reviewer to validate that all applicable enterprise IT standards and security policies have been met, as well as other specifications as identified in this Agreement. The review shall be performed by individuals other than Contractor's or Agency's personnel who

developed the Deliverables. For purposes of this requirement, "independent" may include other staff of the Agency provided that no direct reporting relationships exist between the development and review organizations.

6. Intellectual Property Rights

The term Property includes patents, copyrights, trademarks, trade secrets, technical or business information, and works of authorship fixed in any tangible medium, including without limitation, computer programs in object and/or source code form, scripts, data, documentation, content related to layout and graphical representation, and training materials.

Contractor Property includes: (1) Property created by Contractor for the open market, (2) Property developed by Contractor for other clients, and (3) Property developed by Contractor for internal purposes. Contractor will retain all right, title and interest in and to Contractor Property. The Agency's possession, installation or use of Contractor Property will not transfer to it any title to such property. Except as expressly authorized, the Agency will not copy, modify, distribute, transfer, display, sublicense, rent, reverse engineer, decompile or disassemble Contractor Property.

Commonwealth Property includes: (1) Property developed by the Commonwealth, (2) Property owned by the Commonwealth independent of this Agreement, and (3) Deliverables created under this Agreement by Contractor, subcontractor, or both, in exchange for State or Federal funds. The Commonwealth retains all right, title and interest in and to the Commonwealth Property and all derivative works thereof. The Commonwealth grants to Contractor a non-exclusive, revocable, temporary license to use Commonwealth Property as described in categories (1) and (2) of this paragraph, as reasonably needed solely to perform the services contemplated under this Agreement. In accordance with the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for IT Contracts, as applicable, all Deliverables described in category (3) of this paragraph are works made for hire.

Contractor hereby sells, transfers, and assigns to the Commonwealth, all rights, title, and interest in and to the Deliverables, and any derivative works thereof. CONTRACTOR HEREBY WAIVES IN FAVOR OF THE COMMONWEALTH (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF THE COMMONWEALTH) ANY AND ALL ARTIST'S OR MORAL RIGHTS IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. Contractor agrees to execute all documents and take all actions that may be reasonably requested by Agency to evidence this transfer of ownership, including providing any code used to develop such Deliverables to Agency and the documentation for such code.

Notwithstanding the foregoing, if Contractor is engaged by Agency to customize or configure Contractor Property, and if the resulting customization or configuration provides no functionality independent of the Contractor Property, Contractor shall retain ownership of the Contractor Property and the customization or configuration, provided that it grants to the Commonwealth a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to such customization or configuration to use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense, and create derivative works therefrom. Contractor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the Commonwealth.

If Contractor is engaged by Agency for the development of a web site, Agency will bear sole responsibility for registering the software or system domain name or URL, applying for any trademark registration relating to the software or system domain name or URL and applying for any copyright registration related to its copyright ownership with respect to any Commonwealth Property.

If the Deliverables contain or will contain any third-party Property, Contractor must provide to Agency documentation providing a sublicense of such third-party Property to the Commonwealth (“Sublicense Agreements”). The Sublicense Agreements must be included in Contractor’s initial quotation to Agency, or, if the requirement to use sublicensed third-party Property is not known at the outset of the project, as soon as the requirement becomes known. Sublicenses to third-party Property can only be provided under the Agreement if they are provided at no charge to the Commonwealth.

7. Warranty

Contractor represents and warrants that (i) Contractor and its subcontractors are sufficiently staffed and equipped to fulfill Contractor’s obligations under this Agreement; (ii) Contractor’s services will be performed: by appropriately qualified and trained personnel; with due care and diligence and to a high standard of quality as is customary in the industry; in compliance with the Due Dates and the terms and conditions of this Agreement; and in accordance with all applicable professional standards for the field of expertise; (iii) Deliverables delivered under the SOW will substantially conform with the Tasks and Deliverable descriptions set forth in this Agreement; (iv) all media on which Contractor provides any software under this Agreement shall be free from defects; (v) all software delivered by Contractor under the SOW shall be free of Trojan horses, back doors, and other malicious code; (vi) Contractor has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by Contractor for incorporation in the Deliverables to be developed; (vii) documentation provided by Contractor under the SOW shall be in sufficient detail so as to allow suitably skilled, trained, and educated Agency personnel to understand the operation of the Deliverables and Contractor shall promptly, at no additional cost to Agency, make corrections to any documentation that does not conform to this warranty; and (viii) any systems created or modified by Contractor under the SOW shall operate in substantial conformance with the specifications for the system or modifications for a minimum of six months (the “Warranty Period”) after Agency accepts such system or modifications pursuant to Section 7 (Acceptance or Rejection Process) of the SOW. Notwithstanding the foregoing, any subscription term licenses provided by Contractor shall be warranted for the duration of the subscription term. During the Warranty Period, Contractor shall correct any defects, at no charge to Agency.

8. Transfer of Engagement Products at Contract Termination

As of the Termination Date of the SOW, Contractor shall make available all Commonwealth Data to Agency in a format to be agreed upon by Agency and Contractor. Contractor shall provide reasonable assistance at no charge to provide knowledge transfer to Agency personnel, or Agency designees. Agency and Contractor may execute a Task Order or Change Order governing the transfer period if additional services are required by Agency.

9. Other Representations

Contractor agrees and shall ensure that its personnel and subcontractor personnel agree to the following terms.

Contractor shall not use for its own benefit, or divulge or disclose to anyone, except to (i) persons within the Commonwealth whose positions require them to know it and (ii) persons designated by Agency who have a need to know, any information not already lawfully available to the public concerning the Commonwealth (“Confidential Information”), including but not limited to information regarding any project of the Commonwealth, any e-commerce products or services, any web development strategy, any financial information or any information regarding users of or vendors to the Commonwealth. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth.

As of the termination of the Agreement with the Commonwealth, Contractor agrees to return to the Commonwealth all Commonwealth Property, Commonwealth Information and materials, documents and property, in Contractor's possession or control, including without limitation, all materials relating to work done while assigned to Commonwealth projects. Contractor shall return to the Commonwealth all materials concerning past, present and future or potential products and/or services of the Commonwealth. Contractor shall return to the Commonwealth all materials provided by persons doing business with the Commonwealth and all teaching materials provided by the Commonwealth.

Contractor represents and warrants that it is not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken under the SOW or would prevent Contractor from carrying out its obligations hereunder.

Contractor represents and warrants that it has paid all due state and federal taxes, or, if its tax status is in dispute or in the process of settlement, that it has responded as directed and within the required timeframes to all communications received from the state or federal government.

Contractor acknowledges that it is not an employee of any Massachusetts state or municipal government agency, and is not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should Contractor be deemed to be entitled to receive any such benefits by operation of law or otherwise, Contractor expressly waives any claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.

10. GenAI

The Commonwealth consistently seeks to realize the benefits of new technology, in particular generative artificial intelligence (AI). Contractor must comply with the Enterprise Use and Development of Generative Artificial Intelligence Policy issued by EOTSS on January 31, 2025, as it may be amended from time to time. Please follow this link to the policy: www.mass.gov/doc/enterprise-use-and-development-of-generative-artificial-intelligence-policy/download .

FORM 4 – RISK MANAGEMENT FORM

The following terms are issued by EOTSS’ Office of Enterprise Risk Management and shall apply to Cloud Solutions, which may include software and services, purchased by the Commonwealth. The Office of Enterprise Risk Management is issuing the following terms to improve the cyber security posture of the Commonwealth and to ensure adequate risk management controls are implemented by the Commonwealth’s contractors.

Vendor (or “Cloud Solution Provider”) must provide a response indicating the manner in which the proposed Cloud Solutions meet each term, or provide justification as to why a term is not applicable to the offered services. These terms may be negotiated between the Commonwealth and the vendor and shall take precedence over any conflicting terms provided by the vendor. Any questions regarding the following terms or the sufficiency of the responses should be directed to the Office of Enterprise Risk Management, **ERM@mass.gov**. To fulfill this requirement, the cloud service provider may share a copy of any recent systems audits (SOC2, PCI-DSS, etc.) completed by third-party service providers in lieu of completing the assessment.

Vendor Name:

Contact Info: Name: _____ **Email:** _____

Category	Term	Vendor’s Response
Risk Management	Cloud Solution Provider shall perform annual penetration testing of its application and/or system and shall remediate the vulnerabilities and confirm that corrective measures have been implemented in a manner that prevents exploitation identified during the penetration testing.	
Risk Management	Cloud Solution Provider shall establish a program to develop and maintain an incident response capability to prepare, detect and immediately respond to an attack.	
Risk Management	Cloud Solution Provider shall manage the security life cycle of any application and/or system it has developed, acquired or is hosting, to prevent, detect and remediate security weaknesses before they can impact the Agency.	
Risk Management	Cloud Solution Provider will evaluate subcontractors and other service providers who will hold Agency data to ensure that such subcontractors and providers are protecting the Agency data in accordance with Cloud Solution Provider’s obligations to Agency.	
Risk Management	Cloud Solution Provider shall maintain a security awareness program to influence behavior among its workforce to be security conscious and properly skilled to reduce cybersecurity risks to the Cloud Solution Provider.	
Risk Management	Cloud Solution Provider shall operate processes and tooling to establish and maintain comprehensive network monitoring of its assets and defense against security threats across its applications and systems.	

Category	Term	Vendor's Response
Risk Management	Cloud Solution Provider shall establish, implement, and actively manage (monitor, track, report and correct) its network devices in order to prevent attacks from exploiting any vulnerabilities in its network services and access points.	
Risk Management	Cloud Solution Provider will establish and maintain data recovery practices sufficient to restore in-scope enterprise assets to a pre-incident and trusted state.	
Risk Management	Cloud Solution Provider shall review and test the disaster recovery plan regularly, at minimum twice annually. Cloud Solution Provider shall back up Agency Data in an off-site "hardened" facility located within the United States. In the event of service failure, Cloud Solution Provider shall be able to restore the Cloud Solution, including Agency Data, with loss of no more than twelve (12) hours of Agency Data and transactions prior to failure.	
Risk Management	Cloud Solution Provider shall actively work on improving protections and detections of threats from email and web actors trying to manipulate human behavior through direct engagement.	
Risk Management	Cloud Solution Provider shall collect, alert, review and retain audit logs of events that may help detect, understand or recover from an attack.	
Risk Management	Cloud Solution Provider shall have a plan to continuously assess and track vulnerabilities of its assets within its infrastructure.	
Risk Management	Cloud Solution Provider shall use processes and tools to create, assign, manage and revoke access credentials and privileges for user, administrator, and service accounts for its assets and software.	
Risk Management	Cloud Solution Provider will use processes and tools to ensure that access to the Cloud Solution is restricted to users with the correct credentials for the applicable user accounts.	
Risk Management	Cloud Solution Provider shall establish and maintain a secure configuration of its assets and software.	
Risk Management	Cloud Solution Provider will develop processes and technical controls to identify, classify, securely handle, retain, and dispose of data.	
Risk Management	Cloud Solution Provider shall actively manage, through inventorying, tracking and correcting, all of its assets connected to its infrastructure physically, virtually, remotely and those within its cloud environments to accurately know the totality of its assets that need to be monitored and protected.	

Category	Term	Vendor's Response
Risk Management	Cloud Solution Provider shall actively manage, through inventorying, tracking and correcting, all software on its network so that only authorized software is installed and can execute, and that unauthorized and unmanaged software is found and prevented from installation or execution.	
Risk Management	Cloud Solution Provider shall provide Agency with access to a console or other mechanism for tracking entitlements and deployments of the Solution within Agency's environment. Cloud Solution Provider will enable Agency to centrally manage updates or upgrades to all deployments from the console.	
Risk Management	Cloud Solution Provider shall implement Multi Factor Authentication (MFA) for remote and admin access.	
Risk Management	Cloud Solution Provider shall promptly replace end of life systems and applications.	