



Consulting and Technical Services+ (CATS+)
Task Order Request for Proposals (TORFP)

Network Managed Services & Support

CATS+ TORFP # F50B4400031

Department of Information Technology (DoIT)

ISSUE DATE: April 16, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	NENeTWORK MANAGED SERVICES & SUPPORT
TO Project Number (TORFP #):	F50B4400031
Functional Area:	Functional Area 6 - Systems/Facility Management and Maintenance
TORFP Issue Date:	4/ 16/ 2014
Questions Due Date and Time:	5/ 2/ 2014 at 12:00 PM Local Time
Closing Date and Time:	5/ 13/ 2014 at 2:00 PM Local Time
TORFP Requesting Agency:	DoIT 45 Calvert Street Annapolis, MD 21401
Send Questions and Proposals to:	doit.networkmaryland@maryland.gov
TO Procurement Officer:	Michael Meinel Office Phone Number: 410-260-7179 E-mail Address: doit.networkmaryland@maryland.gov
TO Manager:	David Mangrum Office Phone Number: 410-260-7575 e-mail address: david.mangrum@maryland.gov
TO Type:	Combination of Fixed Price (FP), Fixed Unit Price Indefinite Quantity (FUPIQ), Fixed Price with Material Adjustment (FPMA), and Time and Materials (T&M)
Period of Performance:	3 years with two (2) additional one-year option years
MBE Goal:	25 % with sub-goals for Women-owned of 8%, African American-owned of 7 % and Hispanic American-owned of 2 %
VSBE Goal:	3 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's location and 45 Calvert Street, Annapolis, MD
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	The TO Contractor will be provided working space at 45 Calvert Street, Annapolis, Maryland for a maximum of three TO Contractor employees. Any parking fees are at the TO Contractor's expense.
TO Pre-proposal Conference:	DoIT 45 Calvert Street Conference Room 164 Annapolis, MD 21401 4/23/2014 at 11:00 AM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** – The TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.14 Invoice Submission. TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance

- **Proposed Personnel** - Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please provide via email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. DoIT will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. The TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

1.12.1 MBE DOCUMENTATION

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE GOALS

1.13.1 NOTICE TO OFFERORS

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of Proposals.

1.13.2 PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment 15**, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment 15**.

Veteran-owned Small Business Enterprises, or VSBEs, must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

1.13.3 VSBE GOALS

A VSBE subcontract participation goal has been established for this TORFP in accordance with information found on the Key Information Summary Sheet.

By submitting a response to this solicitation, Offeror agrees that this percentage of the total dollar amount of the TO will be performed by verified veteran-owned small business enterprises.

1.13.4 SOLICITATION AND TO FORMATION

Offeror shall include with its Proposal a **separate completed** Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (**Attachment 15-V-1A and Attachment 15-V-1**) whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to

the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.

2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If Offeror fails to submit Attachment 15-V-1A and Attachment 15-V-1 with the Proposal as required, the Procurement Officer may determine that the offer is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

Within 10 Working Days from notification that it is apparent awardee, the awardee shall provide the following documentation to the Procurement Officer.

1. VSBE Subcontractor Project Participation Statement (Attachment 15-V-2);
2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
3. Any other documentation required by the Procurement Officer to ascertain Offeror's responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO award.

1.13.5 TO ADMINISTRATION REQUIREMENTS

The TO Contractor, once awarded the TO shall:

1. Submit monthly to DOIT a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. **(Attachment 15-3)**
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to DOIT a report that identifies the prime contract and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. **(Attachment 15-V-4)**
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the TO, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. TO Contractor must retain all

records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO.

At the option of DoIT, upon completion of the TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at DoIT's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A TO Proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

1.16 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this certification is included as Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the TO Contract and subsequent Purchase Orders and shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14, with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site:

<http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of IT equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS+ TORFP to obtain the services of a single TO Contractor to provide management and operations services in support of the Agency's operational responsibilities, focusing primarily on networkMaryland™'s current and future enterprise networks, as well as DoIT's managed data center and server environments. The primary scope of work for this Task Order is to support those environments owned and managed by DoIT. However, the scope of work for this Task Order may include project related services in support of other State entities as needed.

2.2 REQUESTING AGENCY BACKGROUND

DoIT provides technology services statewide in the areas of data networking (data, video, voice, and wireless communications), application hosting and support (financial management, personnel, procurement, and web applications), IT staffing and support, and support for the Maryland.gov web portal.

2.3 PROGRAM BACKGROUND

NetworkMaryland™ is Maryland's provider of network services, IT security, and IT systems support. The networkMaryland™ program operates a private, statewide, facilities-based high speed data network with at least one Point of Presence (POP) in each of the 24 jurisdictions in the State of Maryland. Connectivity among the networkMaryland™ POPs is accomplished via State managed fiber, State managed wireless systems, and leased circuits. In areas where high concentrations of networkMaryland™ subscribers (users) are located, Metropolitan Area Networks (MANs) have been built, primarily using fiber optics, to connect subscribers to the local networkMaryland™ POP.

NetworkMaryland™ services fall into four major categories: network services, security services, computing resources, and consulting services.

NetworkMaryland™ provides the following services to its subscribers:

- Access to the Statewide intergovernmental network known as the One Maryland Broadband Network (OMBN)
- Access to the Internet (Internet Service Provider (ISP) services)
- Access to and management of a private, trusted, statewide government intranet (SWGI services)
- Private network services including:
 - Private circuits connecting subscriber locations akin to leased line services available from common carriers (Layer 2 services)
 - Virtual private routed IP networks (VPRN)

- Managed customer premise equipment (CPE) services
- Managed firewall services
- Intrusion Detection Services / Intrusion Detection Prevention (IDS/IDP) services
- Virtual servers and storage

In addition, networkMaryland™ provides ancillary services such as Virtual Private Network (VPN) access to the network, directory services including the Domain Name Service (DNS), and mail relay services via Simple Mail Transfer Protocol (SMTP).

The objective of this TORFP is to obtain the services of a single TO Contractor for the management, operations and maintenance support of DoIT's operational responsibilities. The scope of the TO Agreement encompasses the following areas:

- Physical network layer (fiber and wireless)
- Telecommunications circuits (private and carrier provided circuits; T1, DS3, OC3, Ethernet over copper, cable connections, Digital Subscriber Lines (DSLs), point-to-point, point-to-multipoint and cellular Access Point Numbers (APNs))
- Internet service providers
- NetworkMaryland™'s service provider network (routers, switches, optical transmission equipment, VPN)
- Data center and application hosting environments (servers, virtual servers, Storage Area Networks (SANs), disk/tape backups, load balancers, firewalls)
- Network management systems (HP Openview, Cisco ACS, Ciena OneControl, Kiwi SysLog, OSP Insight)
- Security services (firewalls, IDS/IDP, security incident response and mitigation)

NetworkMaryland™ equipment is located in POPs throughout the State. POPs are broken into the following categories:

- **Backbone Nodes:** Backbone nodes are locations where dedicated Layer 3 routers move traffic between geographic areas of the network. Additionally, these locations aggregate end-user connectivity for "off-net" services (see "Ethernet Everywhere"). ISP peering locations are also Backbone Nodes.
- **Repeater Sites:** Repeater sites are locations that primarily re-generate optical or microwave signals. Customer hand-offs rarely occur at these locations, although it is possible that exceptions to this rule exist. Repeater sites will generally have SONET and/or DWDM hardware.
- **Multi-Service Nodes:** Multi-service nodes provide services to multiple subscribers using one or two devices, demarcated by an MPLS router, or using a metro-Ethernet switch for customer hand-offs. Multi -service nodes may have one or more

connections back to the core network. These connections may be of any type (managed fiber, managed wireless, or leased circuit).

- **Edge Nodes:** Edge nodes provide services to a small number of subscribers, demarcated by an MPLS router or a layer-2 switch. Edge nodes may have one or more connections back to the core network. These connections may be of any type (managed fiber, managed wireless, or leased circuit).
- **Ethernet Everywhere Nodes:** Ethernet Everywhere locations are simplified edge nodes, usually serving one or two subscribers. Typical deployment in an Ethernet Everywhere node is a network termination device, metro-Ethernet network interface device (NID), or a media converter.
- **Hosting Centers:** Hosting centers contain servers and storage devices managed and operated by DoIT. Hosting centers support network management servers for networkMaryland™; DoIT managed data centers, and application hosting environments. Typical deployments at hosting centers include dedicated Ethernet switching infrastructure (either large chassis-based switches or stackable switches), load balancers, servers and storage arrays, and network firewalls.

The “Confidential Network Inventory Document,” a comprehensive technical description of the networkMaryland™ core, the State-operated MANs, and application hosting environments including network configuration, components, and component configurations, will be distributed electronically to Master Contractors that request this information through a request to the TO Procurement Officer. As described in Section 1.14.1, Master Contractors will be required to sign an NDA before viewing this document.

2.4 WORK REQUIREMENTS

DoIT requires management and operational services in support of the Agency’s operational responsibilities, focusing primarily on networkMaryland™’s current and future enterprise networks as well as DoIT’s managed data center and server environments. In addition, DoIT requires services such as sustaining engineering and provisioning services in support of network and data center environment growth.

For the purposes of this TORFP, the TO Contractor shall support DoIT’s organizational service model based on the ITIL methodology and framework of best practices at: <http://www.itlibrary.org>.

The TO Contactor may utilize any and all labor classifications available under the CATS+ Master Contract.

The table below provides a summary of the requirements involved with this TO.

ID #	Requirements	Pricing	Associated Deliverable ID # from Section 2.6.4 below
2.4.1	Transition Planning	FP	-
2.4.1.1	Startup and Transition Planning	FP	-

ID #	Requirements	Pricing	Associated Deliverable ID # from Section 2.6.4 below
2.4.1.1.1	Kickoff Meeting	FP	2.6.4.1
2.4.1.1.2	Establish a startup transition plan	FP	2.6.4.2
2.4.1.1.3	Establish, review and verify documented policies and procedures	FP	2.6.4.3
2.4.1.1.4	Establish a baseline for network configuration, performance, and capacity	FP	2.6.4.4 2.6.4.5
2.4.1.2	Contract Completion Transition Plans	FP	2.6.4.6
2.4.2	Engineering Planning and Construction Services		Deliverables established by Work Order
2.4.2.1	Network Design and Engineering Services	T&M	Deliverables established by Work Order
2.4.2.2	Network Provisioning Services	FUPIQ	Deliverables established by Work Order
2.4.2.3	Fiber Optic Construction, Design and Engineering	FPMA	Deliverables established by Work Order
2.4.2.4	Hosting Center Engineering Support Services	T&M	Deliverables established by Work Order
2.4.3	Monitoring and Incident Response	FP	
2.4.3.1	Network Monitoring and Response	FP	
2.4.3.2	Security Incident Monitoring and Response	FP	
2.4.4	Network Maintenance and Operations Management Services	FUPIQ	
2.4.4.1	Network Maintenance and Support	FUPIQ	
2.4.4.2	Network Operations Management Support	FUPIQ	
2.4.4.3	Network Management Systems Support	FUPIQ	
2.4.4.4	Managed CPE Services	FUPIQ	
2.4.5	Fiber Location Marking – Miss Utility	FUPIQ	
2.4.6	Fiber Repair and Splicing	T&M	
2.4.7	Hosting Center Maintenance and Operations Management Services	FUPIQ	
2.4.7.1	Hosting Center Maintenance and Support	FUPIQ	
2.4.7.2	Backup and Disaster Recovery Services	FUPIQ	
2.4.8	Network Status and Trend Reports	FUPIQ	2.6.4.7 2.4.6.8

The TO Contractor shall perform the following major tasks and subtasks (See due dates set forth in Deliverables Section 2.6) listed below:

2.4.1 TRANSITION PLANNING

This section of the TORFP describes requirements that are related to the transition-in and transition-out processes.

2.4.1.1 STARTUP AND TRANSITION PLANNING (FP)

2.4.1.1.1 Kickoff Meeting

A kickoff meeting will be held within 5 days after the Notice to Proceed (NTP). DoIT will provide a copy of the outgoing TO Contractor's transition plan on or before this meeting.

2.4.1.1.2 Establish a Startup Transition Plan

The TO Contractor will have a 60 business-day transition period to complete verification and transition of all data and processes. The TO Contractor shall submit a revised Startup Transition Plan to DoIT. The plan shall describe transitioning all network management, operations, and maintenance activities from the incumbent to the TO Contractor in accordance with the time periods outlined in the deliverables table in Section 2.6.4. The TO Contractor shall work with the TO Manager and current provider(s) to identify and plan for the continuation and completion of all outstanding tasks that have been started by the current provider but not yet closed. The plan shall include identification of all tasks, assumptions, clear delineation of responsibilities, level of effort to complete each task, timelines for task completion, and the labor categories required to perform the work.

At the kickoff meeting, the TO Contractor shall be provided with the incumbents' completed transition plan. The TO Contractor shall use this as the basis for the development of the final startup transition plan. The TO Contractor shall submit the final transition plan 35 business days following the issuance of the NTP for transition. Upon acceptance of the plan by DoIT, the TO Contractor shall begin implementation of the plan in accordance with the timeframes outlined and agreed upon in the accepted transition plan.

The Transition Plan shall address the following:

- 1) Staffing of the transition team;
- 2) Communicating between the TO Contractor, incumbent contractor(s) and DoIT;
- 3) Transferring system access from the incumbent(s) to the TO Contractor staff;
- 4) Transferring knowledge from the incumbent(s) to the TO Contractor staff regarding networkMarylandTM's data network and application hosting environments;
- 5) Establishing working knowledge of practices and processes in support of and maintenance of networkMarylandTM's data network and application hosting environments;

- 6) Establishing working knowledge of all the systems, tools and documentation in support of the operation of the networkMaryland™'s data network and application hosting environments;
- 7) Creating a permanent remote access solution to manage DoIT assets;
- 8) Establishing physical access to DoIT service locations by TO Contractor personnel and subcontractors;
- 9) Establishing access to DoIT hardware manufacturer's support systems (such as support web sites provided by Ciena, Cisco and Juniper);
- 10) Completing tasks in progress, unfinished projects and work plan items;
- 11) Transferring management of DoIT network management systems;
- 12) Importing existing data and database schema from existing provisioning database;
- 13) Establishing performance reporting, capacity planning and bandwidth utilization;
- 14) Establishing operational readiness;
- 15) Demonstrating team readiness for maintenance and support;
- 16) Transitioning the Network Operations Center (NOC) and associated training;
- 17) Transferring assets from incumbent's warehouse to the TO Contractor;
- 18) Transitioning password(s);
- 19) Status reporting and meetings; and
- 20) Other matters deemed important for the transition phase and identified during the kick off meeting.

2.4.1.1.3 Establish, Review and Verify Documented Policies and Procedures

The TO Contractor shall establish a documented set of policies and procedures for network monitoring, operations, and maintenance, including problem tracking, resolution, and post-incident analysis activities (Root Cause Analysis (RCA)). As part of these services, the TO Contractor shall review and validate the incumbent's current set of policies and procedures governing all work to be performed under this TO Agreement. At a minimum, the TO Contractor documentation shall include the following topics:

- 1) Asynchronous Transfer Mode (ATM) Addressing Policy;
- 2) Device Selection Criteria;
- 3) Disbursement Procedures;
- 4) Disposal Procedures;
- 5) DoIT Wide Area Network (WAN) Request Process Steps;
- 6) Escalation Procedures;

- 7) Vendor Account Access for networkMaryland™ Devices Policy;
- 8) Help Desk Procedures;
- 9) Internet Routing Policy;
- 10) Kiwi SysLog Server Backup Procedures;
- 11) NetworkMaryland™ Infrastructure Device Naming Standards;
- 12) Network Documentation for networkMaryland™;
- 13) Network Troubleshooting Procedures for networkMaryland™;
- 14) networkMaryland™ Work Order Workflow;
- 15) Obtaining Physical Access to networkMaryland™ Locations Procedures;
- 16) Password Policy;
- 17) Performance Management Procedures;
- 18) Performance Plan for networkMaryland™;
- 19) Process for Inventory;
- 20) Process for Provisioning and Decommissioning Services;
- 21) Procurement – TORFP Procedures – DoIT;
- 22) Receiving Procedures – NWM 09172010;
- 23) Return Merchandise Authorization (RMA) Procedures;
- 24) Standard Incident and Response Procedures;
- 25) SWGI Routing Policy;
- 26) WinPak Server Backup Procedures

2.4.1.1.4 Establish a Baseline for Network Configuration, Performance and Capacity

The TO Contractor shall validate the network configuration baseline and shall review the performance and capacity baseline for the network as a whole, as well as its individual parts. At a minimum, the TO Contractor shall:

- 1) Capture performance and capacity measurements for all components of the network and supported hosting centers, including but not limited to: circuit utilization and latency measurements for backbone circuits and subscriber aggregation circuits; and CPU and memory utilization of servers, routers, switches, and storage devices;
- 2) Validate that all network components are able to be properly monitored and managed via either DoIT or vendor-supplied infrastructure. Those that are not shall be clearly identified;
- 3) Validate existing configuration diagrams, including both physical and logical network topologies; and

- 4) Document all findings, raw data and associated analysis in a manner that clearly conveys the baseline configuration and network performance and capacity.

The TO Contractor shall validate the baseline data during the transition. This data will be utilized throughout the duration of the contract for performance and capacity management. The TO Contractor will use and update DoIT's real-time data collection software tool (e.g., Solarwinds Orion). The tool provides the following:

- 1) Real-time access for DoIT via a web browser;
- 2) Ability to export data to Excel files;
- 3) Ability to produce printouts of graphs, charts and data;
- 4) Ability to produce custom charts for the previous 12 months by specifying the desired time period or beginning and ending date/time; and
- 5) Ability to capture performance and capacity measurements for all components of the network, including but not limited to:
 - a) Percentage utilization on all interfaces by receive and transmit;
 - b) Interface details (admin and operational status, current traffic, last status change, interface and configured bandwidth, MAC address, interface type, packets per second, average packet size, mtu);
 - c) Min/Max/Average bps In/Out;
 - d) Line chart of percent utilization;
 - e) In/Out errors and discards;
 - f) Total bytes transferred; and
 - g) Min/Max/Average packet In/Out.

2.4.1.2 CONTRACT COMPLETION TRANSITION PLANS (FP)

The TO Contractor shall provide a draft and a final Contract Completion Transition Plan 140 days prior to completion of the TO outlining the steps necessary to transition activities to the State or its designee. The Transition Plan shall include at a minimum:

- 1) Deliverables in a format acceptable to the TO Manager:
 - a) Current performance, capacity, and bandwidth utilization measurements
 - b) All configuration controlled documents
 - c) All network engineering records
 - d) Open trouble tickets, their status and chronological history
 - e) Detailed description of EMS configuration, including monitored elements per managed component, monitoring frequency
 - f) Network and fiber inventory

- g) Database export flat file including database schema for all non-state owned systems
- 2) Description and status of open task orders
- 3) Transition steps to close all open trouble tickets
- 4) Outgoing TO Contractor point of contact and contact information for incoming TO Contractor
- 5) Identified risks and vulnerabilities
- 6) Assumptions

2.4.2 ENGINEERING PLANNING AND CONSULTING SERVICES

All work conducted under this Section 2.4.2 will be accomplished by Work Orders using the process described in Section 2.17. *The TO Contractor is not authorized to proceed with any task under this Section 2.4.2 without a Work Order and NTP from the TO Manager.*

2.4.2.1 NETWORK DESIGN AND ENGINEERING SERVICES (T&M)

DoIT may request network design and engineering services as necessary to expand and/or upgrade the existing network. The TO Contractor shall provide network design and engineering services, on a T&M basis, for the design of changes and expansions to the network. Fiber optic cable construction design and engineering services are covered in Section 2.4.2.3 – Fiber Optic Construction Design and Engineering Services. Final implementations of the designed solutions are covered in Section 2.4.2.2. – Network Provisioning Services.

Functions associated with such requests may include but are not limited to:

- 1) Performing requirements analysis including evaluating lease versus build options;
- 2) Installing and configuring additional routers, switches, firewalls, network interface devices, and other network hardware as required;
- 3) Establishing a new networkMaryland™ POP;
- 4) Modeling, simulation, and lab testing alternative configurations (hardware and software); and
- 5) Designing network and routing architecture.

2.4.2.2 NETWORK PROVISIONING SERVICES (FUPIQ)

DoIT may request network and subscriber provisioning and de-provisioning services as necessary. Work accomplished under this section shall utilize the work order process described in Section 2.17 and will use an FUPIQ based on prices provided in the price proposal provided in response to this TORFP. These services include, but are not limited to:

2.4.2.2.1 Internet Services

NetworkMaryland™ provides communication between the Internet and its Internet Service subscribers. The networkMaryland™ Internet Service is analogous to the routed services

provided by a traditional ISP. NetworkMaryland™ provides the routed infrastructure over which its Internet Service subscribers will communicate to the global Internet community.

2.4.2.2.2 OMBN/SWGI Services

OMBN and SWGI are private, intergovernmental networks that provide centralized routed networks allowing public sector entities to communicate among each other and to data centers run by public sector entities. SWGI is a trusted network that allows State agencies to create and share resources such as the State's financial management applications, WebFleet Master, DNS, Motor Vehicle Administration applications and email relay services.

2.4.2.2.3 Layer 2 Transport Services

NetworkMaryland™ is located in all 4 Local Access and Transport Areas (LATA) s located in the State. The networkMaryland™ Layer 2 transport service is analogous to the services provided by common carriers such as Competitive Local Exchange Carriers (CLECs) and Regional Bell Operating Companies (RBOCs), providing transport at Layer 2 of the OSI Reference Model. The Layer 2 transport service is designed to facilitate private WAN networks across a common infrastructure. NetworkMaryland™ serves to provide a transport medium over which its subscribers can engineer their required network services. The networkMaryland™ core primarily uses IP (MPLS) to provision Layer 2 services, although ATM is also in use (currently being phased out). The network uses Ethernet, Ethernet Virtual Private Line (EVPL), and limited Digital Signal 1 (DS-1) based UNI services to interface with networkMaryland™ subscribers.

2.4.2.2.4 VPRN (Virtual Private Routed Network)

NetworkMaryland™ provides L3 VPN services for subscribers that require full or partially meshed site-to-site connectivity via networkMaryland™'s MPLS domain. This service utilizes private Border Gateway Protocol (BGP) peering between the CPE and the networkMaryland™ provider edge router.

2.4.2.3 FIBER OPTIC CONSTRUCTION DESIGN AND ENGINEERING (FPMA)

In the course of expanding the network, it may be necessary to have new fiber segments built to connect to an existing fiber optic plant. To ensure efficient use of resources and compatibility with the existing fiber network, the TO Contractor may be tasked with designing and engineering expansions of the network. Design and engineering tasks may include but are not limited to:

- 1) Drawings required for permit applications;
- 2) Environmental assessments;
- 3) Pole attachment submissions; and
- 4) TORFPs for fiber optic cable installation.

This work shall be performed on a FPMA basis utilizing the Work Order process specified in Section 2.17. The work order shall clearly delineate the basis for each activity included in the price (i.e., fiber optic cable installation priced on a cost per route-foot basis). The work order

shall include an estimate of required materials, fees, and other non-labor related expenditures. However, all materials and non-labor related expenditures shall be billed at actual cost. Invoices supporting all non-labor costs shall be provided and clearly delineated on TO Contractor's invoice. The construction of these fiber optic segments may, or may not, be performed by the TO Contractor.

2.4.2.4 HOSTING CENTER ENGINEERING SUPPORT SERVICES (T&M)

In the course of expanding capacity and services at DoIT managed data centers and hosting environments, it is necessary to have additional server, ancillary equipment, and software added to the environment. To ensure efficient use of resources and compatibility with existing hosting center hardware and configuration, the TO Contractor shall perform requirements identification, design, installation and testing of new hosting center hardware and software. Requirements, Design and testing support may include:

- 1) Identification of requirements and capacity planning;
- 2) Installing and configuring of additional firewalls, load balancers, servers, storage devices; and other computing devices as required;
- 3) Assessment of environmental conditions including power and HVAC requirements;
- 4) Assessment of network requirements;
- 5) Creation of drawings required for permitting purposes;
- 6) Acquisition of hosting center hardware and software; and
- 7) Installation, configuration and testing of hosting center hardware and software.

For hosting center engineering support services, the TO Manager will issue a work order request to the TO Contractor Manager outlining the scope of work to be accomplished. This work order request will identify a response time due date. In response to the work order request, the TO Contractor Manager shall develop a written Project Management Plan that includes an itemized project cost estimate. The cost estimate must include all related costs associated with the specified work order, and shall include labor cost estimates itemized by resource and labor category.

2.4.3 MONITORING AND INCIDENT RESPONSE (FP)

The TO Contractor shall operate a combined Network and Security Operations Center (NOC/SOC) for the purpose of monitoring all elements of the network, detecting anomalies and system SIEs, receiving notification of outages from the DoIT Help Desk or from end users and for coordinating incident responses as required. The NOC/SOC shall be located within a 60 mile radius of 45 Calvert Street, Annapolis, Maryland. Designated State personnel shall have access to the NOC/SOC at any time. The TO Contractor will be granted remote access to DoIT's service desk application and DoIT will supply the necessary software licenses required to utilize the application. The TO Contractor will be given access to create, update, reassign tickets and create reports.

This work shall be performed on a FP billed on a monthly basis. All resources required to meet the provisions of Sections 2.4.3.1 and 2.4.3.2 of this TORFP shall be included in the monthly rate provided in the price proposal.

2.4.3.1 NETWORK MONITORING AND RESPONSE

The TO Contractor shall operate a NOC for the purpose of monitoring all network elements and hosting environments. The TO Contractor shall also be responsible for coordinating break/fix activities as required.

Responsibilities of the NOC include, but are not limited to:

- 1) Providing 24x7x365 electronic monitoring of all network elements, servers, and storage components;
- 2) Maintaining staff 24x7x365;
- 3) Receiving calls from the State's designated phone number outside of the business hours of State operation, defined as 7:00 AM – 6:00 PM Monday – Friday, including all published State holidays;
- 4) Coordinating TO Contractor, State and other State contractor support to expeditiously resolve any issue affecting the delivery of subscriber services;
- 5) Coordinating TO Contractor, State and other State contractor support to expeditiously resolve IT security incidents and cyber-attacks;
- 6) Drafting Customer Notification Forms for DoIT review and sending out Customer Notifications once approved;
- 7) Ensuring that staff must be accessible by telephone to identify and report problems/SIEs and obtain status; and
- 8) Coordinating with the State and its contractors such as hardware vendors, carriers, and ISPs, for the purpose of:
 - a) Configuration changes and necessary scheduled and unscheduled equipment maintenance;
 - b) Ensuring all network hardware and software platforms are configured for optimal performance, security, and availability;
 - c) Ensuring all network hardware and software are maintained at current software/firmware release levels; and
 - d) Performing problem identification and resolution.

DoIT will maintain and staff a service desk during standard business hours to answer service calls and input subscriber trouble tickets. The NOC will be the point of contact for all off hour calls to the State's service desk number.

2.4.3.2 SECURITY INCIDENT MONITORING AND RESPONSE

The TO Contractor shall maintain a SOC for the purpose of providing security monitoring for all network and hosting center elements and coordinating emergency security response. The SOC shall be co-located within the NOC (see Section 2.4.3.1).

Responsibilities of the SOC include, but are not limited to:

- 1) Providing 24x7x365 monitoring of network traffic as it enters and exits NetworkMarylandTM's infrastructure;
- 2) Maintaining staff 24x7x365;
- 3) Protecting the network, which includes:
 - a) Identifying malicious activity or packets entering the infrastructure and making changes to firewalls and routers to prohibit them;
 - b) Performing security audits and vulnerability assessments to identify and address any weaknesses or exposure before they are successfully exploited; and
 - c) Providing vulnerability assessments to subscribers.
- 4) Detecting potential threats, which includes:
 - a) Both proactively and reactively gathering threat information from current events, potential incidents, vulnerabilities, or other computer security and incident management information; and
 - b) Using the gathered information to detect threats to the infrastructure and subscribers.
- 5) Responding to detected threats; which includes:
 - a) Notifying stakeholders and involved parties of incident detection within four (4) hours of discovery;
 - b) Assisting users with technical analysis and computer forensic analysis;
 - c) Developing and releasing alerts, advisories, bulletins and other technical documents to advise subscribers;
 - d) Coordinating response actions with other involved parties, such as executive management, law enforcement, internet service providers, software and hardware vendors, and other SOCs; and
 - e) Following-up to ensure response actions are implemented and that the incident has been appropriately handled and contained.
- 6) Sustaining security posture, which includes:
 - a) Ensuring policies and procedures are documented and maintained;
 - b) Ensuring the appropriate tools are in place to perform the tasks outlined and maintained appropriately; and

- c) Making recommendations for continual improvement.

Effectiveness of SOC functions will be evaluated based on the Software Engineering Institute Incident Management Capability Metrics on an ongoing basis.

2.4.4 NETWORK MAINTENANCE AND OPERATIONS MANAGEMENT SERVICES (FUPIQ)

DoIT requires 24x7x365 maintenance, support, and operations management of components described in this TORFP during the term of the TO Agreement. This includes, but is not limited to: DoIT's equipment at all networkMaryland™ POPs, State-owned fiber optic cables and wireless equipment, equipment at ISPs and peering partners, network equipment located at hosting centers, and leased line circuits. This task includes all changes to configuration and software version changes (e.g. IOS/JUNOS version changes). This task also includes changes to hardware configurations (adding and deleting modules/components) for all in-scope devices. Provisioning services are covered in Section 2.4.2.2.

This work will be billed on an FUPIQ basis based on the components identified on the price proposal. NetworkMaryland™ provides configuration, maintenance and monitoring services for DoIT-supported devices at subscriber's location for Internet, SWGI, Layer 2 and Private IP services (Managed CPE) in the same manner as a DoIT device.

2.4.4.1 NETWORK MAINTENANCE AND SUPPORT

Network Maintenance and Support includes, but is not limited to:

- 1) Maintenance, preventative and break/fix activities, of routers, switches, SONET equipment, media converters, multiplexers, modems, and other network hardware as required;
- 2) Maintenance, preventative and break/fix activities, of wireless transmission equipment, including radios and other associated components. Installing, maintaining or repairing equipment located on communications towers (wave guide, microwave dishes) will not be covered under this TORFP. Troubleshooting that isolates SIEs to these components is within scope of this TORFP; and
- 3) Maintenance of telecommunications racks, computer cabinets, wire/cable management systems and other telecom equipment;

2.4.4.2 NETWORK OPERATIONS MANAGEMENT SUPPORT

Network Operations Management Support includes but is not limited to:

- 1) Configuration for the hardware in-scope within this TORFP (routers, switches, network termination equipment, firewalls, etc.);
- 2) Map editing to build and maintain customized network maps such as physical and logical (routing) maps;

- 3) Recommendations and suggestions for improvements or changes in processes and procedures that yield more efficient network management, utilization, and performance;
- 4) Performance improvement and traffic management configuration changes;
- 5) Network hardware and software installs, moves, adds, and changes (IMACS):
- 6) Configuration of routers, switches, SONET equipment, media converters, and other network hardware as required; and
- 7) Facilities and infrastructure support that includes:
 - a) Coordination of site visits with subscribers and other contractors as required to maintain equipment and report on the work performed. The TO Contractor is responsible for the security of State equipment while present at the site; and
 - b) Connection of equipment to leased circuits provided by the telecommunications providers.
- 8) Traffic engineering;
- 9) Growth analysis and recommendations for expansion or reduction of network resources;
- 10) Network security analysis and proactive monitoring of potential threats to the infrastructure;
- 11) Migration and expansion strategies; and
- 12) Capacity planning with monthly reporting of aggregate and backbone links, as well as proactive notification to the State when capacity thresholds are being reached.

2.4.4.3 NETWORK MANAGEMENT SYSTEMS SUPPORT

Network Management Systems Support includes but is not limited to:

- 1) Configuration management for the production hardware within the scope of this TORFP (routers, switches, network termination equipment, firewalls, etc.);
- 2) Providing dependency support in the network management system to distinguish between failed devices and devices that have stopped responding due to a dependency on a failed device. Such dependent devices should not be identified as failed in these scenarios. For example, if a switch is behind a router and the router becomes unreachable, the switch should not be listed as “failed”;
- 3) Maintaining the provisioning database that records all subscriber circuit provisioning data. DoIT access should include the ability to add, edit/modify, and delete circuit records, search, sort and print;
- 4) Maintaining the receipt, disbursement, and return of inventory utilizing the State’s inventory database (BMC Remedy). That database shall include all DoIT assets

applicable to the TO. This includes all equipment in production (tagged and untagged), in the warehouse, spares and lab equipment.

- 5) Maintaining a performance, capacity management and monitoring tool. DoIT access should include the ability to view all interfaces and print all reports, graphs and charts;
- 6) Maintaining appropriate version of software (OS, microcode, firmware, etc.) on all devices. This includes applying software patches and bug fixes, and upgrading software levels required to maintain manufacturer's support, to support required feature sets or as directed by DoIT.

2.4.4.4 MANAGED CPE SERVICES

As indicated above, DoIT may be asked to manage premise equipment on behalf of one of its subscribers. Upon receipt of a request from a subscriber, the TO Contractor shall validate the request and assign the work to appropriate resources. Functions associated with such requests may include but are not limited to:

- 1) Circuit provisioning and configuration changes
 - a) Circuit turn-up assistance for subscribers
 - b) Circuit-related documentation to be provided to subscribers
 - c) De-provisioning of circuits
- 2) Test and validation
- 3) Attendance at meetings and conference calls to discuss requirements with subscribers

Calculating the level of effort for a given work order is an engineering and design activity and not billable under this section. Engineering and design work associated with managed CPE is covered under section 2.4.2.1.

2.4.5 FIBER LOCATION MARKING – MISS UTILITY (FUPIQ)

Fiber owned and managed by DoIT requires registration with Miss Utility and as such is subject to regular requests for being located. The TO Contractor shall perform fiber locating services for Miss Utility requests on an FUPIQ basis. This work includes receiving the tickets from Miss Utility, analyzing which State fiber may be impacted, locating and marking the fiber, and clearing the ticket with Miss Utility. All work must be performed within the timelines and standards set by Miss Utility and in place at the time the ticket was created. These guidelines may change from time to time and can be referenced at www.missutility.net

2.4.6 FIBER REPAIR AND SPLICING (T&M)

Fiber break/fix and splicing activities shall be performed on a T&M basis. Fiber optic construction design and engineering shall be performed on a FPMA basis as part of Section 2.4.2.3. Fiber locating as required for break/fix activities shall be included under this section and billed on a T&M basis. Fiber locating services as a result of requests received from Miss Utility shall be billed on an FUPIQ basis as defined in Section 2.4.5.

2.4.7 HOSTING CENTER MAINTENANCE AND OPERATIONS MANAGEMENT SERVICES (FUPIQ)

2.4.7.1 HOSTING CENTER MAINTENANCE AND SUPPORT

DoIT requires 24x7x365 maintenance, support, and operations management of components described in this TORFP during the term of the TO Agreement. This includes, but is not limited to, equipment located at and managed by DoIT in its hosting centers. This includes servers, storage devices, load balancers, firewalls, as well as the racks that hold the equipment. This task includes managing all changes in hardware configuration and software version changes at the operating layer. Changes required to expand the environment or stand-up additional applications are addressed in Section 2.4.2.4. Once changes are installed and accepted by DoIT, the additional equipment shall be added to the billable unit quantities and work orders opened to implement the change shall be closed.

DoIT will also require backup and disaster recovery services during the term of the TO Agreement. In those instances where data is backed up on equipment managed by DoIT, that equipment shall be included as billable equipment (State equipment contained in a State hosting center and included as a part of the inventory of equipment used for FUPIQ billing purposes). In those instances where data is backed up at a location not managed by DoIT, the TO Contractor shall bill based on the per GB rate identified on the price proposal sheet.

Hosting center maintenance and support includes, but is not limited to:

- 1) Maintenance of server racks, computer cabinets, wire/cable management systems and other hosting center equipment;
- 2) Maintenance, preventative and break/fix activities, of firewalls, servers, SAN and storage devices, disk/tape backup systems, and other data center equipment;
- 3) Configuration of firewalls, load balancers, servers and other computing devices as required.
- 4) Using an Internet Service Monitoring Tool (ISM) to monitor critical server/appliance services, database application components, site availability and application response times. The list of critical services is available at the reading room at DoIT in Annapolis, MD.
- 5) Maintaining servers, including the existing State network management systems; and
 - a) Maintaining appropriate version of software, including applying patches and bug fixes, according to the software licenses owned by DoIT.
 - b) Maintaining the hardware including break/fix, hardware upgrades (memory, disk, etc.), operating system patches and bug fixes, firmware updates, and any other work required to keep the system and related services available.
 - c) Providing a maintenance schedule and monthly performance reports.
- 6) Maintaining appropriate version of software (OS, microcode, firmware, etc.) on all devices. This includes applying software patches and bug fixes, and upgrading

software levels required to maintain manufacturer's support, to support required feature sets or as directed by DoIT.

2.4.7.2 BACKUP AND DISASTER RECOVERY SERVICES

The TO Contractor shall perform backup and recovery activities to ensure that a system failure will be recovered without loss of stored data for all networkMaryland™ and hosting center environments. This includes but is not limited to:

- 1) Determining the backup requirement for all configuration changes, new data or software application components added to DoIT's systems.
- 2) Annually testing the backup/restore procedure to full functionality on a schedule mutually agreed to by DoIT and the TO Contractor. The TO Contractor shall provide an after action report to DoIT.

For DoIT's hosting environments, the TO Contractor shall work with DoIT and/or the State's contractors to provide a hard disk data to tape media backup solution for archival and disaster recovery retrieval purposes. Backups shall consist of weekly full, hot backups and daily, incremental hot backups. The solution shall provide the backup media in fireproof vaults at an offsite storage facility a minimum of 25 mile radius from the production hosting environment. The TO Contractor shall schedule, perform, monitor and test the backup/restore procedure to full functionality.

2.4.8 NETWORK STATUS AND TREND REPORTS

The TO Contractor shall submit weekly program and project status reports, and weekly and monthly network status, event and trend analysis reports. Reports may be delivered via email or maintained on a web site accessible by the TO Manager. If reports are only available via a web site, the TO Contractor shall notify the TO Manager when the report is published on the site, and all reports shall be available on the web site for the duration of the TO Agreement and delivered in an acceptable electronic format at the conclusion of the TO Agreement.

Monthly, on the first business day of the new month, TO Contractor will provide a report that provides:

1. A listing of every component that is used to bill all FUIQ based services.
2. A listing that shows all components deleted on or before the 16th of the month prior.
3. A listing that shows all components added on or before the 16th of the month prior.

Upon request, the TO Contractor shall provide documentation evidencing missed carrier circuit provisioning/installation deadlines or circuit problems not resolved by the carrier. The TO Contractor shall also, upon request, provide documentation related to carrier circuit latency or jitter for networkMaryland™ circuits.

2.5 PERFORMANCE STANDARDS AND SERVICE LEVELS

The TO Contractor is expected to react quickly to any event impacting, or that has the potential to impact, the delivery of subscriber services based on the requirements outlined in

Section 2.5.2.3. Service impacting event (“SIE”) includes, but is not limited to: any hardware failure or circuit problem; any hardware alerts or warnings, high utilization or memory usage on the core network managed devices, Interstate circuits, InterLATA circuits, and IntraLATA circuits; and any failure interfacing with the ISPs. Subscriber services include all networkMaryland™ data network services and application hosting environments up to and including each application’s operating system.

2.5.1 SEVERITY LEVELS

In Section 2.5.2, DoIT has outlined service levels, notification requirements, and escalation procedures for defined categories of SIE’s depending on how severely the event impacts DoIT’s network and subscribers. These categories are defined as follows:

Severity 1 – Critical: Any SIE:

- 1) on a circuit that supports more than one subscriber;
- 2) on a device that is defined as a backbone/core device, where no redundant route is configured and passing traffic or where the primary and redundant routes are impacted;
- 3) on a circuit defined as critical to the health and public safety sector agencies; or
- 4) on a hosted application where no readily available alternative solution or workaround exists.

If any of the above conditions are met **AND ALSO** any of the following conditions are met then the event is considered a Severity 1 SIE:

- a) service cessation,
- b) loss of access to a hosted application,
- c) no packet transfer,
- d) interface down,
- e) platform not responding to ICMPs,
- f) loss of signal,
- g) loss of functionality,
- h) denial of service (DoS) attacks,
- i) synchronize (SYN) attack.

Severity 2 – High: Any SIE:

- 1) on a circuit that supports more than one subscriber;
- 2) on a device that is defined as a backbone/core device, where no redundant route is configured and passing traffic or where the primary and redundant routes are impacted;
- 3) on a circuit defined as critical to the health and public safety sector agencies; or
- 4) on a hosted application where no readily available alternative solution or workaround exists.

A Severity 2 may also include SIEs:

- a) on one subscriber connection;
- b) on a circuit not defined as critical to the health and public safety sector agency;
- c) to multiple subscribers if not quickly addressed, such as: degradation or intermittent failures, repetitive intermittent downtime (component, interface, or circuit) for short periods of < 5 seconds; or
- d) where a possible bypass or alternate route may exist but the bypass must be acceptable for the subscriber.

Severity 3 – Normal: Single subscriber sites that have a non-service impact event such as a:

- 1) single port loss on a bundled circuit service
- 2) informational events such as incrementing error count on an interface without service impact
- 3) high (or low) traffic level on a circuit
- 4) degraded application functionality

Change management, provisioning, and maintenance events, operating system upgrades, routine maintenance actions and configuration control fall under the service request or work order process and do not get measured with incident response metrics.

2.5.2 SERVICE LEVEL AGREEMENT

It is critical that the TO Contractor communicates SIEs, the services or applications impacted by the SIE, and any future risks caused by the SIE to the State in a timely fashion. It is expected that notifications and escalations occur simultaneously through the TO Contractor's management and engineering organizations during any SIE. In the event of a SIE, TO Contractors shall follow the following procedure with associated time requirements:

2.5.2.1 NOTIFICATION PROCEDURE AND TIME REQUIREMENTS

1. Notification to the State
 - a. TO Contractor shall notify the State of the SIE within 10 minutes of SIE detection, regardless of the Severity Category.
2. Diagnosis and SIE Resolution Procedures
 - a. TO Contractor shall execute diagnosis and SIE resolution procedures within 10 minutes of SIE detection, regardless of the Severity Category.
3. Impacted Subscriber Notification
 - a. Within 20 minutes of SIE detection, if the SIE remains unresolved, TO Contractor shall determine and notify the impacted subscribers directly.
4. Hardware Failure
 - a. If, after Diagnosis and SIE Resolution Procedures, a SIE affecting hardware failure is detected, TO Contractor shall provide qualified onsite technical support with appropriate hardware replacement parts within

- i. Four (4) hours if Severity 1 SIE
 - ii. Four (4) hours if Severity 2 SIE
 - iii. One (1) business day if Severity 3 SIE
- 5. Resolution Notification
 - a. TO Contractor shall notify the State within 10 minutes of resolution of the SIE, where resolution requires that the subscriber services return to performance levels prior to the SIE.
- 6. RCA
 - a. If requested by the State, TO Contractor shall provide RCA within two (2) business days of restoration of subscriber services.

2.5.2.2 ESCALATION PROCEDURE AND TIME REQUIREMENTS

- 1. 1st Escalation: If the SIE has not been resolved, the TO Contractor shall escalate the issue consistent with DoIT’s Escalation Procedures. This escalation should occur within
 - a. 20 minutes from SIE detection if Severity 1 SIE
 - b. Four (4) hours from SIE detection if Severity 2 SIE
 - c. One business day from SIE detection if Severity 3 SIE
- 2. 2nd Escalation: If the SIE has not been resolved, the TO Contractor shall escalate the issue consistent with DoIT’s Escalation Procedures. This escalation should occur within
 - a. One (1) hour of the 1st Escalation if Severity 1 SIE
 - b. Four (4) hours of the 1st Escalation if Severity 2 SIE
 - c. One business day from the 1st Escalation if Severity 3 SIE
- 3. 3rd Escalation: If the SIE has not been resolved, the TO Contractor shall escalate the issue consistent with DoIT’s Escalation Procedures. This escalation should occur within
 - a. One (1) hour of the 2nd Escalation if Severity 1 SIE
 - b. Four (4) hours of the 2nd Escalation if Severity 2 SIE
 - c. One business day from the 2nd Escalation if Severity 3 SIE

2.5.2.3 SLA SUMMARY

The following table describes the above SLA structure in a tabular format.

PROCEDURE	SEVERITY 1 (CRITICAL)	SEVERITY 2 (HIGH)	SEVERITY 3 (NORMAL)
Notification Procedure			
SIE Notification	10 minutes (via telephone)	10 minutes (via ticketing tool)	10 minutes (via ticketing tool)

SIE Diagnosis and Resolution Procedure	10 minutes (via telephone)	10 minutes (via ticketing tool)	10 minutes (via ticketing tool)
Impacted Subscriber Notification	20 minutes (via telephone)	20 minutes (via telephone)	20 minutes (via telephone)
Hardware Failure	4 hours	4 hours	1 business day
Resolution Notification	10 minutes after resolution (via telephone)	10 minutes after resolution (via ticketing tool)	10 minutes after resolution (via ticketing tool)
RCA	2 business days after resolution	2 business days after resolution	2 business days after resolution
Escalation Procedure			
1 st Escalation	20 minutes (via telephone)	4 hours (via ticketing tool)	1 business day (via ticketing tool)
2 nd Escalation	1 hour (via telephone)	4 hours (via ticketing tool)	1 business day (via ticketing tool)
3 rd Escalation	1 hour (via telephone)	4 hours (via ticketing tool)	1 business day (via ticketing tool)

2.5.3 SERVICE DESK TICKETS

The TO Contractor shall meet the response time metrics during each reporting period for 98% of the service desk tickets initiated during the reporting period. Success will be calculated using the following formula:

- 1) Actual Success Rate = (tickets that reached response time metrics) / (tickets generated during the reporting period)

Tickets not meeting response time metrics will be analyzed for determination of cause by the TO Contractor, and the cause will be included in the performance reports. Performance reports will be evaluated by the TO Manager and those tickets that DoIT deems as not being the fault of the TO Contractor will be removed from the performance standard goal calculation. If performance falls below 98% for two continuous months or more than three times in any calendar year, then within five days of such failure the TO Contractor shall provide a written explanation for the failures and a Plan Of Action (POA) to correct this performance.

2.5.4 SERVICE IMPACTING EVENT (SIE) DETECTION AND REPAIR

The TO Contractor shall meet the following repair times for SIEs, measured from SIE detection (via management systems or subscriber notification) to restoration of services:

- 2) 95% of “Critical” outages shall be repaired within 2 hours.
- 3) 99% of “Critical” outages shall be repaired within 4 hours.
- 4) 95% of service affecting outages shall be repaired prior to first escalation period.
- 5) 99% of service affecting outages shall be repaired prior to second escalation period.

If performance falls below these standards for two continuous months or more than three times in any calendar year, then within five (5) days of such failure the TO Contractor shall provide a written explanation for the failures and a POA to correct this performance.

2.5.5 SERVICE AVAILABILITY

Subscribers require high availability of the services delivered by DoIT. Availability requirements are as follows:

- 1) **ISP Services:** Subscriber access to the Internet shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure to a networkMaryland™ upstream ISP provider router within 200ms from receipt by the networkMaryland™ ingress point. Leased tail circuit availability is not considered in this metric.
- 2) **State-Wide Government Internet (SWG I) Services:** Subscriber access to SWGI shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ SWGI infrastructure from the networkMaryland™ ingress point to the networkMaryland™ egress point within 200ms. Leased tail circuit availability is not considered in this metric.
- 3) **L2 Services:** Subscriber access to L2 services shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure from the networkMaryland™ ingress point to the networkMaryland™ egress point within 200ms. Leased tail circuit availability is not considered in this metric.
- 4) **VPRN Services:** Subscriber access to VPRN services shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™

infrastructure from the networkMaryland™ PE point to the networkMaryland™ PE point within 200ms. Leased tail circuit availability is not considered in this metric.

- 5) **Hosted Applications:** Access to hosted applications and public access to MARYLAND.GOV network servers shall be 99.9% or greater. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure from the networkMaryland™ ingress point to the hosting server to the networkMaryland™ egress point within 200ms. Leased tail circuit availability is not considered in this metric. Operating System availability in support of hosted applications will be maintained at 99.9% availability or greater.

Service unavailability that occurs during approved scheduled maintenance windows will not count against availability measurements. The TO Manager shall be notified a minimum of 48 hours in advance of scheduled maintenance activities that may impact subscriber service or site/system availability. Maintenance of 30 minutes or more shall be scheduled during the period of 12 AM until 7 AM. Maintenance outside of this schedule must have prior approval of the TO Manager.

2.5.6 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated unsatisfactory, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

- 1) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- 2) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- 3) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION

For every written deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable Form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every written deliverable, the TO Contractor shall submit by email an Agency Acceptance of Deliverable Form, provided as Attachment 9, to the TO Manager in MS Word (version 2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.6.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.6.3.

2.6.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.6.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the Agency Acceptance of Deliverable Form (Attachment 9). Following the return of Attachment 9 indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit an invoice in accordance with the procedures in Section 2.14. The invoice must be accompanied by a copy of the executed Agency Acceptance of Deliverable Form or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies that shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

Subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.6.3 MINIMUM DELIVERABLE QUALITY

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

Each written deliverable shall meet the following minimum acceptance criteria:

- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
- 2) Be organized in a manner that presents a logical flow of the deliverable’s content.
- 3) Represent factual information reasonably expected to have been known at the time of submittal.
- 4) In each section of the deliverable, include only information relevant to that section of the deliverable.
- 5) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- 6) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- 7) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.6.4 DELIVERABLE DESCRIPTION / ACCEPTANCE CRITERIA

Following are the high level tasks and the State’s desired due dates, where applicable:

Deliverable ID	Deliverable Description	Acceptance Criteria	Due Date
2.6.4.1	Kickoff Meeting	The TO Contractor shall lead in an in-person Kickoff Meeting. It shall meet all of the requirements described in Section 2.4.1.1.1	NTP plus 5 business days
2.6.4.2	Startup Transition Plan	The TO Contractor shall email to the TO Manager a draft and final Startup Transition Plan that contains all of the elements described in Section 2.4.1.1.2 of this TORFP. It and all of its sub-components shall be contained in a Microsoft Word (version 2007 or higher) document.	Draft within 20 business days of date of NTP Final within 35 business days of date of NTP
2.6.4.3	Documented Policies and Procedures for Network Management, Project Management, and Configuration Management	TO Contractor shall meet the requirements of Section 2.4.1.1.3	Within 25 business days of date of NTP

Deliverable ID	Deliverable Description	Acceptance Criteria	Due Date
2.6.4.4	Baseline of Network and Hosting Center Configuration, Performance, and Capacity	TO Contractor shall meet the requirements of Section 2.4.1.1.4	Within 30 business days of date of NTP
2.6.4.5	Baseline for Performing Network Provisioning Services	TO Contractor shall meet the requirements of Section 2.4.1.1.4	Within 30 business days of date of NTP
2.6.4.6	Contract Completion Transition Plans	TO Contractor shall meet the content requirements identified in Section 2.4.1.2	Draft due 180 calendar days prior to TO Agreement completion Final plan due calendar 140 days prior to TO Agreement completion
2.6.4.7	Network Status and Trend Reports -- Weekly Reports	Each week, the TO Contractor shall electronically deliver a status report in MS Word (version 2007 or later) to the TO Manager that minimally includes: (a) Performance abnormalities; (b) Problem areas, hardware failures, losses of connectivity, number of trouble tickets, outages, duration of each outage, and outage resolution and Time To Repair; (c) Daily backup job status for the week; (d) Hours worked by task and by resource; (e) Accomplishments for the week; (f) Plans for the next week; and (g) Any issues.	Weekly, NLT Noon Wednesday of the following week covered by the report.

Deliverable ID	Deliverable Description	Acceptance Criteria	Due Date
2.6.4.8	Monthly Reports	<p>Each month, the TO Contractor shall electronically deliver a status report in MS Word (version 2007 or later) to the TO Manager that minimally includes:</p> <p>(a) Hours worked by task and by resource;</p> <p>(b) Performance reporting for all hardware and circuits, including:</p> <ul style="list-style-type: none"> • Subscriber aggregation circuits • SONET • Leased line circuits <p>(c) Inventory of managed equipment identifying location, highlighting equipment and configuration changes during the reporting period;</p> <p>(d) Total used backup storage space to date and;</p> <p>(e) An accounting report of expenditures for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting data shall include the hours worked by each of the TO Contractor’s personnel, the full-time equivalent labor category under which each person was working, and any other expenditures charged to the contract. A copy of the TO Contractor’s personnel timesheets shall be included with this report.</p>	Monthly, NLT 15 calendar days after the last day of the month

2.7 KEY PERSONNEL

The following members of the Master Contractor’s team are considered key personnel and subject to all requirements of this TORFP that relate to key personnel:

- 1) Program Manager
- 2) NOC Manager

The Program Manager and NOC Manager are key program-wide positions and are expected to remain over the life of the TO.

2.8 MINIMUM QUALIFICATIONS

2.8.1 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal, oral presentation and references will be used to verify minimum qualifications. The following Minimum Qualifications apply:

1. The company has designed, engineered, and managed a fiber optic network providing high speed data services to a minimum of 500 locations over a geographic area of at least approximately 10,000 square miles.
2. The company has designed, engineered, and managed multiple data centers and/or application hosting environments within the last three years.
3. The company has established and operated a 24x7x365 network operations center for a minimum of one year.

2.8.2 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Key Personnel must meet the following minimum qualifications:

1. Program Manager
 - a. Must meet the requirements of the Program Manager Labor Category on the CATS+ RFP.
2. NOC Manager
 - a. Must meet the requirements of the Network Manager Labor Category on the CATS+ RFP.
 - b. Must have at least three years' experience as an IT Operations Center Manager role in an organization similar in size and complexity to the environment supported by this TO Contract. The operation must have included:
 - i. 24x7x365 staffed operations center
 - ii. Monitoring and managing the configuration of 500+ network devices
 - iii. Monitoring and managing a virtual server environment
 - c. Must possess current ITIL Foundation certification plus 1 intermediate level certification

2.9 TO CONTRACTOR COMPANY AND PERSONNEL OTHER REQUIREMENTS

All personnel must meet the minimum requirements for experience and proficiency as outlined in the CATS+ Master Contract labor categories. After TO award, the TO Contractor shall provide the resumes of all project participants being proposed to staff the project with an overview of each person's role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. The TO Manager reserves the right to interview all key project participants proposed by the TO Contractor and either confirm the recommendations, or request alternates.

Availability of Staff

For a given task, the TO Contractor shall use the staff proposed for the duration of that assigned task. Individuals accepted as personnel for a task are expected to remain dedicated to the task until completion.

2.10 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only key personnel available at the time of the submission of the TO Proposal. Pre-award substitution of personnel is prohibited.

Post-award, the TO Contractor may not substitute key personnel without the prior approval of the agency. To replace key personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. For all substitution of personnel, TO Contractor shall abide by the requirements in the Master Contract.

2.11 GOVERNMENT OWNED NETWORK MANAGEMENT TOOLS

The State prefers that the TO Contractor use the State-owned network management hardware and software tools to support execution of the required tasks. A list of available tools may be obtained as part of the confidential additional information package upon signing a nondisclosure agreement. Refer to Section 1.14.1 for more information. The TO Contractor may propose additional tools or substitutions for the State's tools. The decision to use the TO Contractor proposed tools is at the State's discretion.

2.12 HARDWARE AND SOFTWARE

Hardware and software may be purchased under this TO in accordance with procedures outlined in Sections 2.2.1.1 and 2.8.4 of the CATS+ RFP. The TO Contractor is responsible for acquiring any necessary hardware and software used at the TO Contractor's location. If the TO Contractor requires additional tools to meet the requirements of the TORFP, the TO Contractor is responsible for purchasing and licensing such tools. DoIT may provide computers or server space to host network monitoring or remote access tools used at the State.

TO Contractor is responsible for providing computers for TO Contractor personnel use.

2.13 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all the applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies standards and guidelines affecting project execution. The following policies, guidelines and methodologies are located at www.doit.maryland.gov and select "Contractor" and "IT Policies, Standards and Guidelines;" these may include, but are not limited to the following:

- The State's System Development Life Cycle (SDLC) methodology

- The State’s Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge (PMBOK) Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.14 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Invoices for payment shall contain the TO Contractor’s Federal Employer Identification Number (FEIN), as well as the information described below

The following table describes the invoicing requirements for each section of the requirements described in Section 2.4.

Requirements Section	Name	Payment Type	Invoice Requirement
2.4.1.1	Startup Transition Planning	FP	Invoice can be submitted upon acceptance of deliverables 2.6.4.1 through 2.6.4.5.
2.4.1.2	Contract Completion Transition Plans	FP	Invoice can be submitted upon acceptance of deliverable 2.6.4.6
2.4.2.1	Network Design and Engineering Services	T&M with a NTE ceiling	Monthly by the 15 th of the following month for hours spent on Work Order.
2.4.2.2	Network Provisioning Services	T&M with a NTE ceiling	Monthly by the 15 th of the following month for hours spent on Work Order.
2.4.2.3	Fiber Optic Construction, Design and Engineering	FPMA	Monthly by the 15 th of the following month for Work Orders completed in the prior month.

Requirements Section	Name	Payment Type	Invoice Requirement
2.4.2.4	Hosting Center Engineering Support Services	T&M with a NTE ceiling	Monthly by the 15 th of the following month for hours spent on Work Order.
2.4.3	Monitoring and Incident Response	FP	Monthly by the 15 th of the following month for 1.67% of the 5 year fixed price.
2.4.4	Network Maintenance and Operations Management Services	FUPIQ subject to a NTE ceiling.	Monthly by the 15 th of the following month based upon units supported on or after the 16 th of prior month
2.4.5	Fiber Location Marking Miss Utility	FUPIQ subject to a NTE ceiling.	Monthly by the 15 th of the following month based upon units supported on or after the 16 th of prior month
2.4.6	Fiber Repair and Splicing	T&M with a NTE ceiling	Monthly by the 15 th of the following month for hours spent on Work Order.
2.4.7	Hosting Center Maintenance and Support	FUPIQ subject to a NTE ceiling.	Monthly by the 15 th of the following month based upon units supported on or after the 16 th of prior month
2.4.8	Network Status and Trend Reports	FUPIQ subject to a NTE ceiling.	Monthly by the 15 th of the following month based upon units supported on or after the 16 th of prior month

1. For Network Maintenance and Operations Management Services (Section 2.4.4), Fiber Location Marking Miss Utility (Section 2.4.5), Hosting Center Maintenance and Support (Section 2.4.7) and Network Status and Trend Reports (Section 2.4.8), the price shall be based on the device components identified in Section 2.3 and in item 2 of Attachment 1, Price Proposal Form. Each unit rate is a fixed unit price for managing all components at a location, including all devices within that location. The TO Contractor shall invoice monthly to the Department for the total amount of devices in production for that month. If a device is installed during the month and less than 15 days remains in the month, no change in price will be allowed during the first month. If a device is installed with more than 15 days remaining in the month, the TO Contractor shall bill the device during the first month. This process will also apply to any managed device removals that occur during the month.

2. For Network Design and Engineering Services (Section 2.4.2.1). It is expected that the majority of materials shall be procured through the State's current contracts. Any material charges incurred by the TO Contractor shall be with prior approval by the TO Manager and billed as required in Section 2.8.4 of the CATS+ RFP. Work performed under this section shall be defined under the Work Order process defined in Section 2.17.

2.14.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

1. A proper invoice shall identify "DoIT" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.6.4.1"), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number, a total invoice amount. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
2. The TO Contractor shall email the original of each invoice and signed Agency Acceptance of Deliverable Form (Attachment 9), for each deliverable being invoiced to the TO Requesting Agency at email address: doitfiscal.invoiceservice@maryland.gov, with a copy to the TO Manager.
3. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.15 MBE PARTICIPATION REPORTS

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

1. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
2. The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to DoIT at the same time the invoice copy is sent.
3. The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
4. Subcontractor reporting shall be sent directly from the subcontractor to the DoIT. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

2.16 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by DoIT in the near future.

2.17 WORK ORDER PROCESS

The TO Manager shall submit Work Orders for any work required under Sections 2.4.2. A work order will be submitted to the TO Contractor via DoIT's Ticket Tracking System for services on an "as needed" basis. Depending on the type of work, services may be provided on a T&M, FP, or FUPIQ basis. The work order process is as follows:

1. Services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to the appropriate labor categories.
2. The ticket tracking system will forward a Work Order request to the TO Contractor to provide the required services. The request will include:
 - a) Technical requirements and description of the services needed;
 - b) Performance objectives and/or deliverables, as may be applicable;
 - c) Due date and time for submitting a response to the request;
 - d) Performance testing period;
 - e) Other specific information as requested by the TO Manager.
3. The TO Contractor shall use the ticket tracking system to provide a response to the TO Manager within the specified time and include at a minimum:
 - a) A response that details the TO Contractor's understanding of the work;
 - b) A price to complete the Work Order Request using the format provided in DoIT's ticket tracking system
 - c) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - d) The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
 - e) If materials or other non-labor related expenditures are required for the Work Order the following apply:
 - i. Provide a Bill of Materials (BOM) or other supporting documentation reflecting the TO Contractor's expected costs. A mark up or handling

fee is not allowed on the purchase of the materials or other non-labor related expenditures as per CATS+ Master Contract.

- ii. DoIT reserves the right to purchase materials separately if it is in the best interests of the State to do so.
- f) Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
4. The TO Manager will review the response and will either approve the work and provide a NTP, or will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order. If satisfied, the TO Manager will then provide the NTP.
5. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager will have the option to interview the proposed personnel. After the interview, the TO Manager will notify the TO Contractor of acceptance or denial of the proposed personnel.

If, as determined by the TO Manager, work must be initiated more quickly than by this method, the TO Manager will contact the TO Contractor by any method and request services within the time frames established by the SLA for normal or emergency maintenance.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each email not to exceed 8 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # F50B4400031 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP # F50B4400031 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format
- One attachment labeled “TORFP # F50B4400031 Technical – Proposal”

The TO Financial Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # F50B4400031 Financial” plus the Master Contractor Name
- An attachment labeled TORFP – # F50B4400031 FINANCIAL WORKSHEET containing the TO Financial Proposal contents in Excel format.
- An attachment labeled “TORFP # F50B4400031 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF

- Attachment 4 - Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 - Labor Classification Personnel Resume Summary - Signed PDF
- Attachment 13 - Living Wage Affidavit of Agreement - Signed PDF
- Attachment 14 - Mercury Affidavit Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 - Price Proposal Signed PDF

3.4 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so electronically and in conformance with the requirements of this CATS+ TORFP. A separate PDF document will be submitted for technical and financial proposals. The technical and financial documents must be labeled as stated in TORFP Section 3.2.

3.4.1 TO TECHNICAL PROPOSAL

The Technical Proposal shall include the following:

- A) Draft Transition Plan: Provide a draft transition plan as outlined in Section 2.4.1.
- B) Process and Procedures:
 - 1) Provide documentation of current processes for network monitoring, operations and maintenance and project management planning in supporting a network similar to networkMaryland™. Include a discussion on current practices and the ability to adhere to networkMaryland™’s documented and established processes and procedures.
 - 2) Provide a sample or template Project Management Plan describing the processes the Offeror proposes to use for the Transition in tasks described in Section 2.4.1 Transition Planning.
- C) Compliance with Offeror’s Company Minimal Requirements

Offeror’s will provide the following table to demonstrate compliance with the Offeror Minimum Requirements found in Section 2.8.1.

Reference	Minimum Requirement	Evidence of Compliance
2.8.1.1	The company has designed, engineered, and managed a fiber optic network providing high speed data services to a minimum of 500 locations over a geographic area of at	Provide evidence of meeting this requirement. Provide contact information to enable reviewers to verify all engagements. Projects cited in Section 3.4.1.E may be used to satisfy this requirement.

	least approximately 10,000 square miles.	
2.8.1.2	The company has designed, engineered, and managed multiple data centers and/or application hosting environments.	Provide evidence of meeting this requirement. Provide contact information to enable reviewers to verify all engagements. Projects cited in Section 3.4.1.E and G may be used to satisfy this requirement if relevant.
2.8.1.3	The company has established and operated a 24x7x365 network operations center for a minimum of one year.	Provide evidence of meeting this requirement. Provide contact information to enable reviewers to verify all engagements. Projects cited in Section 3.4.E and G may be used to satisfy this requirement if relevant.

D) Compliance with Minimum Personnel Requirements:

For both Key Personnel required by this TORFP, (see Section 2.8) provide a Labor Classification Personnel Resume Summary (Attachment 5) demonstrating compliance with the minimum personnel requirements stated in Section 2.8.2.

E) Master Contractor and Subcontractor Experience and Capabilities.

- 1) Provide four examples of relevant experience **managing networks** similar in size and complexity to the requirements of this TORFP. At least two examples should include managing a similarly sized data backbone network and connected data centers. Include with each example a reference with the following:
 - a) Name of organization.
 - b) Name, title, email and telephone number of point-of-contact for the reference (point of contact must be accessible and knowledgeable regarding the work performed).
 - c) Type and duration of contract supporting the reference.
 - d) Full description of the services provided, scope of the work and performance objectives satisfied.
 - e) State whether the services are still being provided and, if not, an explanation of why the services are no longer being provided to the client organization.

- 2) State of Maryland Experience. If applicable, submit a list of all contracts currently held or have been held within the past five years with any government entity of the State of Maryland. Include for each identified contract the following:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Network Operation Center

- 1) Provide a detailed narrative on your proposed network operations center. Include the location, physical description of the facility, and the proposed staffing model.
- 2) List any management tools proposed for managing networkMaryland™, and indicate which tools are currently in use, and amount of experience with each tool.
- 3) Provide a proposal for a performance and capacity management tool to be used to meet the requirements of the contract as outlined in Section 2.4.1.1.4.
- 4) Describe how your company will meet the backup requirements for networkMaryland™'s data centers as described in Section 2.4.7.2.

G) Provide and discuss Master Contractor's relevant experience **engineering similar networks and hosting centers**. Provide three specific examples of engineering engagements and with each example a reference with the following:

- 1) Name of organization.
- 2) Name, title, and email telephone number of point-of-contact for the reference (point of contact must be accessible and knowledgeable regarding work)
- 3) Type and duration of contract supporting the reference.
- 4) Full description of the services provided, scope of the work and performance objectives satisfied.
- 5) State whether the services are still being provided and, if not, an explanation of

why the services are no longer being provided to the client organization.

H) Proposed Personnel and Staffing Plan

Provide a Staffing Plan which describes how Offeror proposes to staff the technical team. The Staffing Plan should include:

- 1) An Organization Chart showing how Offeror intends to organize the team supporting the project.
- 2) Describe Offeror's approach to acquiring additional quality technical personnel.
- 3) Describe the Offeror's reach back capability to provide additional personnel to support work order requirements.
- 4) Identify and provide a one page resume summary for all non-key personnel. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 5) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

I) MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

J) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

K) Certificate of Insurance

Master Contractors must provide current certificate of insurance with the State of Maryland listed as additionally insured.

L) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

M) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

N) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information

from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Complete Price Proposal – Attachment 1 is provided as a separate Excel document to the TORFP. Formulas for calculations are already programmed into the applicable cells.
- C) The Master Contractor should indicate on Attachment 1 the fully loaded hourly labor category rates. Proposed rates are not to exceed the rates defined in the CATS+ Master Contract.

The remainder of this page is intentionally left blank.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the DoIT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum TO Contractor Company and TO Contractor personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's technical response. This will focus on, but not be limited to Offeror's experience in managing and engineering large networks, data centers, SOCs, and NOCs.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4. This includes, but is not limited to the Offeror's transition plan, process and procedures, project management plan, and network operation center.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Must have demonstrated clearly how the Master Contractor plans to staff the task order at the levels set forth in Section 2 and potential future resource requests.

4.3 FINANCIAL CRITERIA

Financial proposals will be reviewed and ranked from lowest price (best) to highest price.

4.4 SELECTION PROCEDURES

- A) TO Technical Proposals will first be assessed for compliance with the minimum qualifications listed in Section 2 of this TORFP and then the quality of responses to Section 3.4.1 TO Technical Proposal will be determined.
- B) For TO Technical Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award

and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.5 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a NTP authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed.

LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submit with Proposal?* (Submit, Do Not Submit, Not Applicable to this TORFP)
Attachment 1	Price Proposal	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Do Not Submit with Proposal
Attachment 9	Agency Acceptance of Deliverable Form (DPAF)	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Submit with TO Technical Proposal
Attachment 16	Certification Regarding Investments in Iran	Submit with TO Technical Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE PROPOSAL

Price Proposal and instructions provided in a separate Excel File.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

CATS+ TORFP # F50B440031

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

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

____ percent African American ____ percent Asian American
 ____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
- 2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

MBE Participation Schedule (D-2)
 Outreach Efforts Compliance Statement (D-3)
 Subcontractor Project Participation Certification (D-4)
 Any other documentation, including D-7 waiver documentation, if applicable, required by the TO Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

- 3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
- 4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work

each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name	Signature of Affiant
(please print or type)	
_____	Name: _____
_____	Title: _____
_____	Date: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP.

D-2 MBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %

Total Asian American MBE Participation: _____ %

Total Hispanic American MBE Participation: _____ %

Total Woman-Owned MBE Participation: _____ %

Total Other Participation: _____ %

Total All MBE Participation: _____ %

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP.

D-3 MBE Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

- 1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
- 2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
- 3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
- 4. Select ONE of the following:
 - This project does not involve bonding requirements.
 - OR
 - Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
- 5. Select ONE of the following:
 - Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 - OR
 - No pre-bid/proposal conference was held.

By:_____

Bidder/Offeror Printed Name

Signature

Address: _____

SUBMIT AS INSTRUCTED IN TORFP.

D-4 MBE Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

Prime Contractor Signature

Subcontractor Signature

By: _____

By: _____

Name, Title

Name, Title

Date

Date

SUBMIT AS INSTRUCTED IN TORFP.

This form is to be completed monthly by the prime contractor.

D-5 MBE Prime Contractor Paid/Unpaid MBE Invoice Report

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
Note: Please number reports in sequence	MBE Subcontract Amt.: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
<p>**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.</p> <p>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with</p>			

signature and date is preferred):	
(TO MANAGER OF APPLICABLE POC NAME, TITLE)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE)
(AGENCY NAME)	(AGENCY NAME)
(ADDRESS, ROOM NUMBER)	(ADDRESS, ROOM NUMBER)
(CITY, STATE ZIP)	(CITY, STATE ZIP)
(EMAIL ADDRESS)	(EMAIL ADDRESS)

SUBMIT AS INSTRUCTED IN TORFP.

This form must be completed by MBE subcontractor

D-6 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

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

Prime Contractor:		Contact Person:	
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):			
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	

Signature: _____

Date: _____

(Required)

SUBMIT AS INSTRUCTED IN TORFP.

Code of Maryland Regulations (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification; and
 - The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B (2) (b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified

- MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
 - D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MBE D-7 Minority Contractor Unavailability Certificate

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise,

(Date) (Name of Minority Business),

located at _____,

(Number) (Street) (City) (State) (Zip)

Seeking to obtain a bid for work/service for project number _____, project name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number)

(Street)

(City)

(State) (Zip)

Was offered the opportunity to bid on project number _____, ON _____.

(Date)

by: _____

(Prime Contractor's Name)

(Prime Contractor's Official's Name)

(Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Phone)

(Signature)

(Fax Number)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400031 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this _____ of _____, 2014 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

“Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # F50B4400031.

“CATS+ TORFP” means the Task Order Request for Proposals # F50B4400031, dated April 16, 2014 including any addenda.

“Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.

“TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

“TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.

“TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.

“TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.

“TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.

“TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.

“TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on _____. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Information Technology

Isabel FitzGerald, Secretary

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**INSTRUCTIONS:**

1. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you shall provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

CATS+ TORFP # F50B4400031

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

Candidate Name:

Master Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] Description of Work...

[Title / Role]

[Period of Employment / Work]

[Location]

[Contact Person (Optional if current employer)]

[Organization] Description of Work...

[Title / Role]

[Period of Employment / Work]

[Location]

[Contact Person]

<add lines as needed>

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Provide good directions to the pre-proposal conference, including parking information.

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): # F50B4400031

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Network Managed Services & Support

TO Project Number F50B4400031

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: David Mangrum

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

ATTACHMENT 9 AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Information Technology

TORFP Title: Network Managed Services & Support

TO Manager: David Mangrum

To:

The following deliverable, as required by TO Project Number F50B4400031 has been received and reviewed in accordance with the TORFP.

Title of deliverable:

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B4400031 for Network Managed Services & Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Michael Meinel, Department of Information Technology on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP.

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland (“the State”), acting by and through its Department of Information Technology (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Network Managed Services & Support TORFP No. F50B440031 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

This Agreement shall be governed by the laws of the State of Maryland;

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

EXHIBIT A TO NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (FP, T&M, FUIPIQ and FPMA):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 3 – Substitution of Personnel</p>
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>

Section 5 – TO Change Management
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following?</p> <p style="padding-left: 40px;">Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p style="padding-left: 40px;">Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p style="padding-left: 40px;">Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative:

Date: _____ Title:

Witness Name (Typed or Printed):

Witness Signature & Date:

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the TO Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

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

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

**ATTACHMENT 15 VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION
FORMS**

- V-1A Offeror Acknowledgement of Task Order VSBE Requirements
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment KV-1) (must be submitted with bid or offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment KV-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

**TO CONTRACTOR VETERAN SMALL BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE TO Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form V-3 for each VSBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any VSBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form V-4. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form V-4 (upper right corner of the form) for the subcontractor the same as the Form V-4 was customized by the Contract Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE payment activity for the reporting month. Actual payment data is verified and entered into the State's

financial management tracking system from the subcontractor's V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

ATTACHMENT 15-V1A

Master Contractor Acknowledgement of Task Order VSBE Requirements

This document shall be included with the submittal of the Offeror’s response to the RFP. If Offeror fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Offeror’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. R95R4400395, I affirm the following:

- 1. If I am awarded a TO Contract in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP .

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE

This document **MUST BE** included with the offer. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to Solicitation No. R95R4400395 _____, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of 3% _____. Therefore, I will not be seeking a waiver.

OR

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

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

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

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List information for each verified VSBE subcontractor on this project

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

[Empty rectangular box for signature or stamp]

Continue on a separate page, if needed

Total VSBE Participation _____%

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

Bidder/ Offeror Name

Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 15-V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Attachment KV-2 within 10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title

By: _____
 Name, Title

 Date

 Date

ATTACHMENT 15-V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the TORFP, TO Contractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all unpaid invoices received from VSBE Subcontractors that are older than 45 days. Submit one report for each VSBE contractor working on the Task Order.

Date: _____

Task Order Title: _____

Task Order Number: _____

Master Contractor Name: _____

Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Master Contractor Signature _____

Date _____

ATTACHMENT 15-V -4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Subcontractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date: _____

Task Order Title: _____

Task Order Number: _____

Subcontractor Name: _____

Prime Contractor Name: _____

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature

Date

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

Providing goods or services of at least \$20 million in the energy sector of Iran; or

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____