



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**NETWORKMARYLAND™ NETWORK MANAGEMENT &  
SUPPORT SERVICES**

**CATS TORFP PROJECT F10P7200957**

**DEPARTMENT OF BUDGET & MANAGEMENT**

**ISSUE DATE: AUGUST 8, 2007**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (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 are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. 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 Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	NETWORKMARYLAND™ NETWORK MANAGEMENT & SUPPORT SERVICES
<b>Functional Area:</b>	Functional Area 6 Systems/Facility Management and Maintenance
<b>TORFP Issue Date:</b>	08/ 08/ 2007
<b>Closing Date and Time:</b>	09/ 18/ 2007 at 2:00 PM
<b>TORFP Issuing Agency:</b>	Department of Budget & Management Office of Information Technology 45 Calvert Street Annapolis, MD 21401
<b>Send Questions and Proposals to:</b>	Patti Tracey Task Order Procurement Officer Department of Budget & Management Office of the Secretary Division of Procurement Policy and Administration 45 Calvert Street, Room 139 Annapolis, MD 21401 <a href="mailto:ptracey@dbm.state.md.us">ptracey@dbm.state.md.us</a>
<b>TO Procurement Officer:</b>	Patti Tracey Office Phone Number: 410-260-7918 Office FAX Number: 410-976-3274
<b>TO Manager:</b>	Gregory Urban Office Phone Number: 410-260-7279 Office FAX Number: 410-974-5615
<b>TO Project Number:</b>	ADPICS Purchase Order Number (F10P7200957)
<b>TO Type:</b>	Combination of Fixed Price and Time and Materials
<b>Period of Performance:</b>	January 1, 2008 to December 31, 2010 (3 Years)
<b>MBE Goal:</b>	30% percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	45 Calvert Street, Annapolis MD 21401
<b>TO Pre-proposal Conference:</b>	Department of Budget & Management 45 Calvert Street Conference Room 164 Annapolis, MD 21401  08/ 16/ 2007 at 10:00 AM See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO Agreement

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. See Section 2.13 for information on change orders.

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; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### 1.2 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 price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Department of Budget & Management's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #F10P7200957. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F10P7200957 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #F10P7200957 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### 1.4 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. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.6 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 must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. 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.

## 1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Department of Budget & Management's Procurement Office, 45 Calvert Street. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10.

In addition, certain 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.

## 1.8 ABBREVIATIONS and DEFINITIONS

- (a) **Managed Device Interface (MDI):** A MDI is a manageable interface on a remotely manageable piece of equipment. MDIs consists of five distinct types as follows:
- i. **Management Devices:** Management devices are devices that are used to manage, either in-band or out-of-band, network devices that supply or support the delivery of services to subscribers. For example, a Cisco 2811 series router with a 16 port asynchronous serial interfaces is considered a single management device. Each management device will count as 1 MDI.
  - ii. **Non-network Devices:** Non-network devices that are manageable via the network will fall in this category. For example, a UPS with an Ethernet port for network management is considered a single non-network device. Media converters and Network Termination Units (NTU) also fall in this category. Each non-network device will count as 1 MDI.
  - iii. **Customer Access Devices:** Customer Access Devices directly interface with customer equipment. These devices aggregate customer connections and support multiple users. The customer provisioned ports and the active network (i.e. uplink) ports count as separate MDIs. For example, a Cisco ME3400G-12CS has 12 ports that support customer access, 6 of which are in use, and 2 ports for network uplink. In this example, with both uplink ports in use and 6 customer access ports in use, the MDI count will be 8.
  - iv. **Network Backbone Devices:** Network Backbone Devices support the transport of data across the backbone. These devices do not interface with customer devices. For example, a Juniper M7i has 2 Gigabit Ethernet ports, and 4 DS-3 ports. In this example, the MDI count will be 6.
  - v. **Customer Premise Equipment:** The device that connects to both networkMaryland<sup>TM</sup> and the subscriber network, supporting a single subscriber, commonly located outside of a networkMaryland<sup>TM</sup> POP, is considered the CPE. The TO Contractor shall provide a single MDI fee to manage a standard CPE device. Offerors should include not only a standard CPE MDI fee, but a list of devices that the standard CPE MDI fee will cover.
- (b) **ATM:** Asynchronous Transfer Mode.
- (c) **Accounting Management:** Accounting Management is the monitoring of the network resource usage, including hardware, circuits, etc, both in summary and per customer.
- (d) **Asset Management:** Asset management, at minimum, requires the following:
- a. a physical inventory of all networkMaryland<sup>TM</sup> hardware and software assets,
  - b. ability to identify and relocate equipment as necessary,
  - c. asset reporting,
    - i. ability to identify missing and obsolete assets,

- ii. ability to maintain inventory of existing service agreements, warranties and licenses and use that info to remain compliant with terms and conditions of licenses,
  - iii. integration with configuration management system to track all activities and transactions affecting the assets
- (e) **Customer Aggregation Circuit:** Subscribers that are not directly connected to networkMaryland™ via State owned assets (fiber, microwave, etc) connect via leased telecommunications “tail-circuits”. These circuits are aggregated at the LEC’s Central Office and delivered to networkMaryland™ in a single, larger Customer Aggregation Circuit.
  - (f) **DNS:** Domain Name Service
  - (g) **DS-3:** Digital Service Level Three (45Mbps).
  - (h) **DWDM:** Dense Wave Division Multiplexing.
  - (i) **Fault Management:** The detection of a problem, fault isolation and correction to normal operation. It includes reactive device, agent and port monitoring. It includes call management services, incident management services, and escalation management.
  - (j) **FCAPS (fault-management, configuration, accounting, performance, and security):** Based on ITU-T recommendations, FCAPS is an acronym for a categorical model of the working objectives of network management. There are five levels, called the fault-management level (F), the configuration level (C), the accounting level (A), the performance level (P), and the security level (S).
  - (k) **IDS/IDP:** Intrusion Detection System / Intrusion Detection and Prevention
  - (l) **ISO/OSI Network Reference Model:** The International Standards Organization's Open System Interconnect (ISO/OSI) model. A standard model for networking protocols and distributed applications, defining seven network layers.
  - (m) **LAN:** Local Area Network
  - (n) **LATA:** Local Access and Transport Area, a term in the U.S. for a geographic area covered by one or more local telephone companies, which are legally referred to as local exchange carriers (LECs).
  - (o) **Local Time:** Time in the Eastern Time Zone as observed by the State.
  - (p) **MAN:** Metropolitan Area Network
  - (q) **Network Layer:** The network layer, as defined in the ISO/OSI network reference model, is concerned with the path through the network. It is responsible for routing, switching, and controlling information flow between source and destination points.
  - (r) **Network Termination Unit (NTU):** A Network Termination Unit is a device located at the final interconnect point between the Public Switched Telephone Network (PSTN) and a customer’s equipment.
  - (s) **NNI:** Network to Network Interface.
  - (t) **Offeror:** An entity that submits a proposal in response to this TORFP.
  - (u) **POP:** Point of Presence. A location that contains networkMaryland™ equipment.
  - (v) **Performance Management:** Live device, metric graphs, weekly service reports, configurable threshold monitoring, notification and event reporting.
  - (w) **PNNI:** Private Network-to-Network Interface. PNNI is a link-state routing protocol for ATM networks that automatically finds paths in the network using neighbor discovery techniques and then assists in setting up SVCs (switched virtual circuits) between end systems. PNNI is both a signaling and routing protocol.
  - (x) **Procurement Officer:** The State representative for the resulting TORFP. The Procurement Officer is responsible for the TO Agreement, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the TO Agreement. The State’s Procurement Officer is:

Ms. Patti Tracey  
Department of Budget and Management  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone: 410-260-7918  
E-mail: ptracey@dbm.state.md.us

However, DBM may change the Procurement Officer at any time by written notice to the TO Contractor.

- (y) **PVC:** Permanent Virtual Circuit.
- (z) **Security Management:** Security management requires maintaining effective safeguards to protect the integrity of the network. Security management is defined at minimum as adherence to the State Data Security Policy, password protection and maintenance, and physical equipment security.
- (aa) **SMTP:** Simple Mail Transfer Protocol
- (bb) **Task Order Manager (TO Manager):** The State representative that serves as the technical manager for the resulting contract. The TO Manager monitors the daily activities of the TO Agreement and provides technical guidance to the Contractor. The State's TO Manager is:

Gregory Urban  
Director, Networks Division  
Department of Budget and Management  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone: 410-260-7279  
E-mail: gurban@dbm.state.md.us

However, DBM may change the TO Manager at any time by written notice to the Contractor.

- (cc) **UPS:** Uninterruptible Power Supply
- (dd) **VPN:** Virtual Private Network
- (ee) **WAN:** Wide Area Network. A geographically dispersed telecommunications network. The term distinguishes a broader telecommunication structure from a local area network. An intermediate form of network in terms of geography is a metropolitan area network (MAN).
- (ff) **Work Order (WO):** The document by which the contractor receives the formal permission to perform all time and materials (T&M) work as determined by the TO Manager. The contractor shall not proceed with any work until after receipt of a Notice to Proceed from the Procurement Officer or TO Manager.

## SECTION 2 - SCOPE OF WORK

### 2.1 BACKGROUND

networkMaryland™ is Maryland's 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 (23 counties and the City of Baltimore). Connectivity among the networkMaryland™ POPs is accomplished via State owned and managed fiber, State owned and managed microwave radio, and leased circuits. In areas where high densities of networkMaryland™ customers are located, Metropolitan Area Networks (MANs) have been built, primarily using fiber optics, to connect customers to the local networkMaryland™ POP.

networkMaryland™ provides three primary services to its subscribers: access to the Internet (ISP Service), access to and management of a private, routed statewide intranet (SWGI); and private network services among subscriber locations akin to leased line services available from common carriers (Layer 2 services). In addition, networkMaryland™ provides ancillary services such as VPN access to the network, directory services including the Domain Name Service (DNS), and mail relay services via the Simple Mail Transport Protocol (SMTP).

### 2.2 OPERATING ENVIRONMENT

A technical description of the networkMaryland™ core and the State-operated MANs, including network configuration, components, and component configurations, may be viewed at 45 Calvert Street, Annapolis, MD by requesting an appointment in writing from the TO Procurement Officer. Refer to Section 1.7 for more information.

### 2.3 WORK REQUIREMENTS

The State of Maryland requires management, operations, and maintenance support of networkMaryland™, including the MANs, and any future segments and/or MANs established as part of networkMaryland™ during the term of the TO Agreement. In addition, the State requires services such as sustaining engineering and provisioning support.

For the purposes of this TORFP, network management is based on the standard ISO FCAPS model (fault, configuration, accounting, performance, and security) and encompasses all functions therein. The TO Contactor may utilize any and all other labor classifications available to him under the Master contract for any and all work orders under the TO Agreement.

**The TO Contractor shall perform the following major tasks and subtasks (See due dates set forth in Section 2.4) listed below:**

#### 2.3.1 Startup and transition planning

<b>2.3.1.1</b>	<b>Establish a startup transition plan.</b>
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The TO Contractor shall develop a plan for transitioning all network management, operations and maintenance activities from the current provider to the TO Contractor. The TO Contractor shall work with the TO Manager and current provider 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 should include the 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 task order award, the TO Contractor shall be provided with the current provider's completion transition plan. The TO Contractor shall use this as the basis for the development and subsequent implementation of the startup transition plan.

<b>2.3.1.2</b>	<b>Establish and provide documented policies, and procedures.</b>
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The TO Contractor shall deliver a documented set of policies, and procedures governing all work to be performed under this TO Agreement. The documentation will include, at a minimum, the following:

- (a) Network monitoring, operations, and maintenance, including problem tracking, resolution, and post-incident analysis activities (Root Cause Analysis – RCA)
- (b) A demonstrated method for evidencing that performance, and service levels are met
- (c) Configuration management, including inventory and asset management
- (d) Project Management Plan (PMP) for implementing supporting projects
- (e) Performance and accounting management
- (f) Change management
- (g) Security management and monitoring
- (h) Notification and Escalation
- (i) Provisioning and de-provisioning: The TO Contractor shall identify requirements to provision and de-provision standard services to networkMaryland™ customers and establish a baseline of effort to provision these services. These standard services include, but are not limited to:

### **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 Internet Service Provider (ISP). networkMaryland™ provides the routed infrastructure over which its Internet Service customers will communicate to the global Internet community.

### **Statewide Government Intranet (SWGI) Services**

SWGI is a networkMaryland™ service that provides a centralized routed network allowing public sector entities to communicate among each other and to data centers run by public sector entities. SWGI allows State agencies to create and share resources like FMIS, WebFleet Master, DNS, MVA applications and email relay services.

### **Layer 2 Transport Services**

networkMaryland™ is located in all 4 Local Access Transport Areas (LATAs) located in the State of Maryland. 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 customers can engineer their required network services. Even though the networkMaryland™ core uses IP and ATM technology, the network uses Ethernet, Frame-Relay and limited DS-1 based UNI services to interface with networkMaryland™ customers.

<b>2.3.1.3            Establish a baseline for network configuration, performance, and capacity.</b>
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The TO Contractor shall validate network configuration and establish a performance and capacity baseline for the network as a whole, as well as its individual parts. At a minimum, the TO Contractor shall:

- (a) Capture performance and capacity measurements for all components of the network, including but not limited to: circuit utilization and latency measurements for backbone circuits and customer aggregation circuits; and CPU and memory utilization of routers and switches;
- (b) Validate that all network components are able to be properly monitored and managed via either the State or vendor-supplied infrastructure. Those that are not, are clearly identified;
- (c) Validate existing configuration diagrams, including both physical and logical network topologies;
- (d) Document all findings, raw data and associated analysis, in a manner that clearly conveys the baseline configuration and network performance and capacity.

**2.3.2 Provide management, operations, and maintenance support of the statewide high-speed network from the physical layer through the network layer as defined by the ISO/OSI network reference model.**

<b>2.3.2.1 Perform network management, operations, and maintenance services for the network.</b>
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The State requires operation and maintenance, and management support of networkMaryland™, including the backbone and MANs located in Annapolis, Baltimore, Cambridge, Denton, and any future segments and/or MANs established as part of networkMaryland™ during the term of the TO Agreement. Support of the backbone and the MANs includes management of fiber, microwave, and leased line circuits.

Operation and maintenance support includes but is not limited to:

- (a) Seven day a week, twenty-four hour per day network management services for the State's high-speed network.
- (b) Maintenance of routers, switches, SONET equipment, media converters, multiplexers, modems, and other network hardware as required.
- (c) Maintenance of telecommunications racks, computer cabinets, wire/cable management systems and other data center equipment as required.
- (d) Maintenance of firewalls, load balancers, IDS/IDP, servers, and other computing devices as required.
- (e) Maintenance of battery trays, DC rectifiers, DC inverters, DC fuse panels, UPS, AC electrical circuits no more than 30 Amps, and other electrical components supporting the current deployment of networkMaryland™ POPs, and the future development of similar POPs.
- (f) On-site preventative and corrective maintenance; i.e. visual inspection of equipment, monitoring voltage and amperage, filter replacement, etc.

Management support includes but is not limited to:

- (a) Configuration management for the hardware, PNNIs, VLANs, and MPLS.
- (b) Monitoring of the all networkMaryland™ circuits, including Customer Aggregation™ Circuits, to include the ability to report on bandwidth utilization and availability of InterLATA and IntraLATA interfaces terminating in carrier switching facilities in all four LATAs.
- (c) 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".
- (d) Online access to read and update current trouble ticket information by persons specified by the TO Manager. DBM reserves the right to modify problem severity on any open trouble ticket.
- (e) Adequate backup and recovery activities to ensure that a system failure will be recovered without loss of stored data.
- (f) Map editing to build and maintain customized network maps such as physical and logical (routing) maps.
- (g) Recommendations and suggestions for improvements or changes in processes and procedures that yield more efficient network management and performance.
- (h) Management of CPE. The great majority of subscribers use traditional routers such as Cisco 1800/2800/3800 series routers connecting to networkMaryland™ using Ethernet, T1 (Clear Channel or Frame Relay/ATM) or DS-3 (Clear Channel or Frame Relay/ATM) interfaces. At this time, all CPE are owned and managed by the subscribers. However, it is conceivable that during the life of the TO Agreement networkMaryland™ will have the opportunity to manage and/or own subscriber CPE.

<b>2.3.2.2 Network Operations Center</b>
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The TO Contractor shall operate a Network Operations Center (NOC) for the purpose of monitoring all network elements and coordinating break/fix activities as required. The NOC shall be located within the continental United States of America and within 120 miles of Annapolis, Maryland. The State prefers the NOC to be located within the

State of Maryland. Designated State personnel shall have access to the NOC at any time. Responsibilities of the NOC include, but are not limited to:

- (a) Provide seven days a week, twenty-four hours per day electronic monitoring of all network components;
- (b) Coordinate TO Contractor, State and other State contractor support to expeditiously resolve any issue affecting the delivery of subscriber service;
- (c) Be staffed by the TO Contractor during normal business hours of State operation, defined as 7:00am – 7:00pm Monday – Friday excluding published State holidays. Future requirements may include 24 x 7 staffed operations;
- (d) Be accessible via a toll-free and local telephone number to identify and report problems/faults and obtain status;
- (e) Coordination with the State and its contractors such as hardware vendors, carriers, and ISPs, for the purpose of:
  - i. Configuration changes and necessary scheduled and unscheduled equipment maintenance;
  - ii. Ensuring all network hardware and software platforms are configured for optimal performance, security, and availability;
  - iii. Ensuring all network hardware and software are maintained at current software/firmware release levels;
  - iv. Performing problem identification and resolution.

<b>2.3.2.3</b>	<b>Response and Notifications</b>
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The Contractor is expected to react quickly to any event impacting, or has the potential to impact, the delivery of subscriber services. In addition, it is critical that the TO Contractor communicates events that impact service delivery, the services impacted by the events, and any future risks caused by the events 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 service affecting event. Communications shall follow the documented Escalation and Notification Procedures (Section 2.3.1.2), with minimum reaction times, notification times, and escalation times as follows:

- (a) Immediate (within 5 minutes of detection) notification to the State of service impacting faults such as:
  - i. Any hardware failure or circuit problem;
  - ii. Any hardware alerts or warnings, high utilization or memory usage on the core network devices managed, InterLATA circuits, and IntraLATA circuits;
  - iii. Any failure interfacing with the ISPs;
  - iv. Inability to meet any SLA in Section 2.9 or identified during the duration of this TORFP.
- (b) Immediate (within 5 minutes of detection) execution of diagnostic and fault resolution procedures upon fault detection.
- (c) Qualified technical support on-site, with appropriate replacement parts, upon detection of any service affecting hardware failure, including weekends and state holidays, within 4 hours of detection.
- (d) Resolution notification within 10 minutes of the actual restoration of services or problem resolution.
- (e) Root Cause Analysis within 2 business days of actual restoration of services when requested.
- (f) Provide initial response and escalations as outlined in table below:

<u>Definition</u>	<u>Severity 1 (Critical)</u>	<u>Severity 2 (High)</u>	<u>Severity 3 (Normal)</u>
Initial Response (from detection)	5 minutes	5 minutes	5 minutes

<b><u>Definition</u></b>	<b><u>Severity 1 (Critical)</u></b>	<b><u>Severity 2 (High)</u></b>	<b><u>Severity 3 (Normal)</u></b>
Begin Diagnosis (from detection or notification)	5 minutes	5 minutes	5 minutes
Initial Notification to the State	10 minutes	10 minutes	10 minutes
Onsite Support with parts (as required) measured from start of diagnosis	4 hours	4 hours	1 business day
1 <sup>st</sup> Escalation to networkMaryland™ Operations Manager and the TO Contractor NOC Manager (from detection or notification)	2 hours	4 hours	1 business day
2 <sup>nd</sup> Escalation to networkMaryland™ Director and the TO Contractor Program Manager after 1 <sup>st</sup> escalation	2 hours	4 hours	1 business day
3 <sup>rd</sup> Escalation to networkMaryland™ Director and the TO Contractor Program Manager after 2 <sup>nd</sup> escalation	2 hours	4 hours	1 business day
Resolution Notification	10 minutes after resolution	10 minutes after resolution	10 minutes after resolution

Faults are events categorized by severity:

**Severity 1 – Critical:** Any event impacting or about to impact service on more than one customer, e.g.: service-impacting failures of >500msec, service cessation, no packet transfer, interface down, platform not responding to ICMPs, fiber cut, loss of functionality, DoS attacks,

**Severity 2 – High:** Any event impacting or about to impact service on a single customer connection, or with potential to impact service of multiple customers if not addressed, e.g.: degradation or intermittent failures, latency spikes of >200msec for more than 60 seconds, repetitive intermittent downtime (component, interface, or circuit) for short periods of < 5 seconds. Problems may have a possible bypass or alternate route but the bypass must be acceptable for the customer

**Severity 3 – Normal:** Informational events and maintenance events, e.g.: incrementing error count on an interface without service impact, high (or low) traffic level on a circuit, operating system upgrades, routine maintenance actions.

<b>2.3.2.4 Provide program and project status, network status, event, and trend reporting.</b>
------------------------------------------------------------------------------------------------

The TO Contractor shall submit daily service desk ticket reports, weekly program and project status reports, and weekly and monthly network status, event and trend analysis reports. Reports can 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 must notify the TO Manager when the report is published on the site, and all reports must be available for the duration of the TO Agreement and delivered in an acceptable electronic format at the conclusion of the TO Agreement.

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

#### **2.3.2.4.1 Daily Reports**

A daily report shall be delivered no later than 8am each day identifying the state of service desk tickets during the reporting period. The report will include:

- (a) Tickets opened during the reporting period;
- (b) Tickets closed during the reporting period;
- (c) Tickets that are open at the end of the reporting period;
- (d) Tickets that are in a repaired state, but not yet closed, at the end of the reporting period.

For each service desk ticket, the following information will be included:

- (a) Time/Date the ticket was opened;
- (b) Time/Date the ticket was acknowledged;
- (c) Time/Date work began on resolving the ticket;
- (d) Time/Date ticket was closed;
- (e) Ticket reference number;
- (f) Summary of the incident (fault/error);
- (g) Resolution of incident;
- (h) Ticket assignee;
- (i) Creator of the ticket;
- (j) Priority of the ticket;
- (k) Status of the ticket.

#### **2.3.2.4.2 Weekly Reports**

Each week a status report and a service desk ticket aging report will be delivered no later than noon Wednesday of the following week covered by the report. At a minimum, weekly status reports shall include the following information:

- (a) Any changes to the Network Maps;
- (b) Performance abnormalities;
- (c) Problem areas, hardware failures, losses of connectivity, number of trouble tickets, outages, duration of each outage, and outage resolution and Time To Repair;
- (d) Hours worked by task and by resource;
- (e) Accomplishments for the week;
- (f) Plans for the next week;
- (g) Any issues;

At a minimum, weekly ticket aging reports shall include the following information:

- (a) Tickets that are in an open state and have been open less than 1 week;
- (b) Tickets that are in an open state and have been open between 1 and 2 weeks
- (c) Tickets that are in an open state and have been open between 2 and 4 weeks
- (d) Tickets that are in an open state and have been open greater than 4 weeks

For each service desk ticket, the following information will be included:

- (a) Time/Date the ticket was opened;
- (b) Time/Date the ticket was acknowledged;
- (c) Time/Date work began on resolving the ticket;
- (d) Ticket reference number;
- (e) Summary of the incident (fault/error);
- (f) Ticket assignee;
- (g) Creator of the ticket;
- (h) Priority of the ticket;
- (i) Status of the ticket.

#### **2.3.2.4.3 Monthly Reports**

Monthly reports shall be delivered no later than fifteen calendar days after the last day of the month. Each report shall contain, as a minimum, the following information:

- (a) Network bandwidth analysis and utilization in absolute and percentage;
- (b) Individual device utilization and performance reports;
- (c) Performance reporting for all hardware and circuits, including:
  - i. Customer Aggregation circuits
  - ii. SONET
  - iii. Leased line circuits
- (d) Inventory of managed equipment identifying location, MDIs, highlighting equipment and configuration changes during the reporting period;
- (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;
- (f) Customer billing information, including customer name, service address(s), circuit type, circuit id, and circuit bandwidth/capacity for all provisioned services;
- (g) Service desk ticket report indicating the number of tickets active during the reporting period. This report will include:
  - i. Time/Date the ticket was opened;
  - ii. Amount of time between the opening of the ticket and when the ticket was acknowledged;
  - iii. Amount of time between the time the ticket was acknowledge and when work began on resolving the ticket;
  - iv. Amount of time between the opening of the ticket and when the ticket was placed in a repaired state;
  - v. Amount of time between the opening of the ticket and when the ticket was closed;
  - vi. Ticket reference number;
  - vii. Summary of the incident (fault/error);
  - viii. Time/Date the ticket was closed;

- ix. Ticket assignee;
  - x. Priority of the ticket;
  - xi. Status of the ticket.
- (h) Performance and service level compliance reports indicating adherence to standards identified in 2.9.1, 2.9.2, and 2.9.3

**2.3.3 Provide network engineering assistance in the design, development, and implementation of changes and future expansions to the network.**

For Network Engineering services, the TO Manager will issue a Work Order request to the TO Contractor’s Program Manager outlining the scope of work to be accomplished. This Work Order request will identify a response time due date. The TO Contractor’s Program Manager shall develop a written Project Management Plan in response to the Work Order request and itemized project cost estimate (must include all related costs associated with the specified task order) at the request of the TO Manager within the schedule designated by the Work Order request. The TO Contractor’s Program Manager shall receive the TO Manager or designee’s written notice to proceed before commencing work. A Not-to-Exceed (NTE) ceiling will be determined during the Work Order process by the TO Manager with input from the TO Contractor’s Program Manager

<b>2.3.3.1 Provide Network Provisioning Services</b>
------------------------------------------------------

The State at its option may request network and customer provisioning services as necessary. Upon receipt of a request, the TO Contractor shall provide a Project Management Plan addressing the specific requirements. Functions associated with such requests may include but are not limited to:

- Circuit provisioning and configuration changes;
- Performance improvement and traffic management configuration changes;
- Network hardware and software IMACS (Installations, moves, adds, changes):
  - Installation and configuration of routers, switches, SONET equipment, media converters, multiplexers, modems, and other network hardware as required;
  - Installation and configuration of firewalls, load balancers, IDS/IDP, servers, and other computing devices as required.
- Facilities and infrastructure support:
  - Installation of telecommunications racks, computer cabinets, wire/cable management systems and other data center equipment as required;
  - Installation of battery trays, DC rectifiers, DC inverters, DC fuse panels, UPSs, AC electrical circuits no more than 30 Amps, and other electrical components supporting the current deployment of networkMaryland™ POPs, and the future development of similar POPs .
- Test and validation.

The TO Contractor is not authorized to proceed with the task without a Notice To Proceed from the TO Manager.

<b>2.3.3.2 Provide network engineering and planning services.</b>
-------------------------------------------------------------------

The State at its option may request network planning and engineering services to expand and/or upgrade the network. The specifics of such requests will be defined at the time the request is submitted. The TO Contractor is expected to review and respond with a Project Management Plan addressing the specific requirements. Functions associated with such requests may include but are not limited to:

- Traffic engineering

- Growth analysis
- Network security analysis
- Transition planning
  - Migration and expansion strategies
- Capacity planning
- Cost analysis
- Requirements analysis
- Modeling and simulation
  - Alternatives evaluation
  - Redundancy and resiliency
- Network architecture design
  - Routing architecture
  - Transport and interconnect design

The TO Contractor is not authorized to proceed with the task without a NTP from the TO Manager.

#### **2.3.4 Provide contract completion transition plans.**

The TO Contractor shall provide a draft and a final transition plan prior to completion of the contract outlining the steps necessary to transition activities to the State or its designee. The plan shall include at a minimum:

- Deliverables in a format acceptable to the TO Manager:
  - Current network diagrams, component configurations
  - Current performance, capacity, and bandwidth utilization measurements
  - All configuration controlled documents
  - All network engineering records
  - Open trouble tickets, their status and chronological history
  - Detailed description of EMS configuration, including monitored elements per managed component, monitoring frequency
  - Network and fiber inventory
- Description and status of open task orders
- Transition steps to close all open trouble tickets
- Outgoing Contractor point of contact and contact information for incoming TO Contractor
- Identified risks and vulnerabilities
- Assumptions

## **2.4 PROJECT TASKS AND DUE DATES**

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

<b>Task</b>	<b>Due Date</b>
2.4.1.1 Establishment of startup transition plan (see Section 2.3.1.1)	Draft within fifteen (15) business days of NTP  Final within thirty (30) business days of NTP
2.4.1.2 Establishment and provision of documented policies and procedures for network management, project management, and configuration management (see Section 2.3.1.2)	Within thirty (30) business days of NTP

2.4.1.3	Establishment of a baseline for network configuration, performance, and capacity (see Section 2.3.1.3)	Within thirty (30) business days of NTP
2.4.1.4	Establishment of a baseline for performing network provisioning services (see Section 2.3.1.2)	Within thirty (30) business days of NTP
2.4.2.1	Provision of network management, operations, and maintenance services for the network (see Section 2.3.2.1)	Ongoing, to begin within one calendar month of the State approved transition plan
2.4.2.2	Provision of network status, event, and trend reporting (see Section 2.3.2.4)	Ongoing Weekly and monthly from start of task 2.4.1.3
2.4.3.1	Provision of network provisioning services (see Section 2.3.3.1)	As identified in individual Work Orders
2.4.3.2	Provision of network engineering and planning services (see Section 2.3.3.2)	As identified in individual Work Orders
2.4.4.1	Establishment of TO Agreement completion transition plans (see Section 2.3.4)	Draft due 180 days prior to TO Agreement completion  Final plan due 140 days prior to TO Agreement completion

## 2.5 AVAILABILITY OF STAFF

For a given task, the TO Contractor must 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.

**Substitutions will be allowed only in accordance with the Master Contract.**

## 2.6 PERSONNEL

Personnel must meet the minimum requirements for experience and proficiency to be eligible for these labor categories. The Program Manager and NOC Manager are key program-wide positions and are expected to remain over the life of the TOFRP.

## 2.7 GOVERNMENT FURNISHED EQUIPMENT

The TO Contractor will be provided working space at 45 Calvert Street, Annapolis, Maryland. The following equipment will be provided for a maximum of three (3) employees of the TO Contractor:

- Desk and chair
- Phone
- Access to office printers
- Access to a meeting room with whiteboards and supplies for conducting facilitated sessions

Any parking fees are at the TO Contractor's expense.

## **2.8 GOVERNMENT OWNED NETWORK MANAGEMENT TOOLS**

The State prefers that the TO Contractor uses the State owned network management hardware and software tools to support the 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 1.7 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

## **2.9 PERFORMANCE STANDARDS AND SERVICE LEVELS**

The TO Contractor shall meet the following performance standards.

### **2.9.1 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 formulas:

- 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 DBM deems as not being the fault of the TO Contractor will be removed from the performance standard goal calculation. If performance falls below the 98% goal for two continuous months or more than three times in any calendar year, then within five days of such failure the TO Contractor will provide a written explanation for the failures and a Plan Of Action (POA) to correct this performance.

### **2.9.2 Fault Detection and Repair**

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

- 95% of service affecting outages should be repaired prior to first escalation period.
- 99% of service affecting outages should be repaired prior to second escalation period.

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

### **2.9.3 Service Availability**

Subscribers require high availability of the services delivered by networkMaryland™. Availability goals for the three defined network services are as follows:

- **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.
- **SWGI 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.

- **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.

Service unavailability that occurs during approved scheduled maintenance windows will not count against availability measurements.

## 2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- The TO Contractor shall follow project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## 2.11 INVOICING

The scope of the TO Agreement will encompass the four major areas as described in Sections 2.3.1, 2.3.2, 2.3.3 and 2.3.4 of this TORFP.

1. For the Establishment of a Transition Plan (Section 2.3.1), the TO Agreement that results from this TORFP shall be fixed unit-price (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer.
2. For Network Management (Section 2.3.2), the TO Agreement that results from this TORFP shall be indefinite quantity, fixed-unit price (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer. The price shall be based on the Managed Unit rates, described in Section 1.8a and Attachment 1. Each Managed Unit rate is a fixed unit price for managing a component. The TO Contractor shall invoice monthly to the Department for the total amount of Managed Units in inventory for that month. If a unit is installed during the month, if less than 15 days remain no change will be allowed during the first month. If a unit is installed with more than 15 days remaining in the month, the TO Contractor shall bill the unit during the first month. This process will also apply to any managed device removals that occur during the month.
3. For Engineering Services (Section 2.3.3), the TO Agreement that results from this TORFP shall be time and materials (as defined in COMAR 21.06.03) subject to a ceiling NTE amount that shall not be exceeded without the written approval of the TO Procurement Officer. 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 on a pass-through basis. Material charges cannot exceed the TO Contractor's Supplier's invoiced cost of materials. Work performed under this section shall be defined under a Work Order process.

4. For Contract Transition Services (Section 2.3.4), the TO Agreement that results from this TORFP shall be time and materials (as defined in COMAR 21.06.03) subject to a contract NTE amount that shall not be exceeded without the written approval of the TO Procurement Officer. Work performed under this section will be defined under a Work Order process.

The TO Contractor shall not proceed with any work until after receipt of a NTP from the TO Procurement Officer or TO Manager.

The TO Contractor shall provide an explanation and supporting documentation, where applicable, to all billing inquiries and disputes within 10 business days of initial contact by the TO Manager. All work performed must be billed no later than the month following the month in which the services are rendered.

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 Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. .

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

#### **2.11.1 Invoice Submission Procedure**

This procedure consists of the following requirements and steps:

- The invoice shall identify the TO Agreement, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to networkMaryland<sup>TM</sup> office at the following address: Room 419, 45 Calvert Street, Annapolis, MD 21401
- 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.

## **2.12 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15<sup>th</sup> day of each month.. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6).

Subcontractor reporting shall be sent directly from the subcontractor to DBM. DBM will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## **2.13 CHANGE ORDERS**

Change Orders will be processed in accordance with the master contract. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

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## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit, via email, one of two possible responses: 1) a proposal or 2) notification that the Master Contractor will not be submitting a proposal. The subject line of the email must start with the TORFP#. If a Master Contractor elects not to submit a proposal, the words "No Bid" must immediately follow the TORFP#.

### 3.2 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 1.3.

#### 3.2.1 TECHNICAL PROPOSAL

**The Technical Proposal shall include the following:**

- A) Process and Procedures:
  - 1) Provide documentation of current processes and procedures in supporting a network similar to networkMaryland™
  - 2) Include a discussion of how these process and procedures will apply to networkMaryland™.
- B) Master Contractor and Subcontractor Experience and Capabilities. For both the Master Contractor and all proposed subcontractors:
  - 1) Provide examples of relevant experience managing similar networks. Include with each example a reference with the following:
    - A) Name of organization.
    - B) Name, title, and telephone number of point-of-contact for the reference.
    - C) Type, and duration of contract(s) 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.

C) 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.

D) Provide and discuss your relevant experience engineering similar networks. Include with each example a reference with the following:

- 1) Name of organization.
- 2) Name, title, and telephone number of point-of-contact for the reference.
- 3) Type, and duration of contract(s) 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.

E) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.6
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

F) Work Order Scenarios (TORFP Section 2.3.3)

Prepare a response to each of the following work orders (**DO NOT INCLUDE ANY PRICES WITH TECHNICAL DISCUSSION**):

**Scenario 1: Install equipment in a new POP.**

networkMaryland™ in establishing a new POP. Assume existing electrical and environmental requirements are in place, and all required equipment has been purchased and is in the contractor's storage facility ready for deployment. Work consists of delivering, installing and configuring all equipment at the POP.

- Install and anchor a 19" telecommunications rack and cable management system;
- Install battery tray, DC rectifier and DC fuse panel;
- Install a new Cisco 2811 router, Cisco 3400 Metro Ethernet switch and Juniper M7i router in the rack, connect to the DC power plant, install the appropriate operating system version, and configure each of these 3 devices;
- Connect the Cisco 3400 and M7i using the appropriate Gigabit Ethernet ports and SFPs;

- Configure the Cisco 2811 for remote management and connect to the Cisco 3400 and Juniper M7i via asynchronous interfaces;
- Establish connectivity to the network and setup remote management with the NOC;
- Test and validation;
- Create as-built document for the new POP;
- Update existing documentation and network diagrams;
- Configure management stations to monitor the new devices.

**Scenario 2: Addition of a new backbone node.**

networkMaryland™ is adding a new node to the backbone. The equipment is installed, configured, and physically connected to the network. The node is connected to the network using a Juniper M7i router that will connect to M7i routers at two adjacent networkMaryland™ POPs. Backbone nodes communicate using IP, MPLS, and OSPF. Work will be performed outside of normal business hours and will require a maintenance window. Work consists of

- Create configurations for the three M7i routers;
- Coordination of resources required for after hours maintenance window;
- Perform configuration changes;
- Test and validation;
- Update configuration databases;
- Update existing documentation and network diagrams;
- Configure management stations to monitor the new M7i.

**Scenario 3: Establish Redundant ISP Service**

An existing networkMaryland™ subscriber desires to establish a redundant Internet connection using ISP AS1. The subscriber also requires assistance configuring their router. Both subscriber ISP connections terminate on the same router. Configure BGP peering with the subscriber. The subscriber will send ISP traffic to AS1 customers over the new AS1 circuit and all other traffic over their networkMaryland™ circuit. The subscriber will advertise its allocated IP address block to both networkMaryland™ and AS1 without preference. Work involves

- Establishment of the new BGP relationship;
- Test and validation;
- Providing a configuration for the subscriber's router.

G) MBE Participation

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

H) Subcontractors

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

I) Certificate of Insurance

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

J) Proposed Facility

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

K) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

L) Confidentiality

- 1) 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. 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.

3.2.2 FINANCIAL PROPOSAL

The Financial Proposal shall include the following:

- 1) Complete Attachments 1, 1A and 1B. Record actual prices the State will pay for all services listed. On Attachment 1B, Master Contractor shall record all labor categories they propose to use to perform any work specified in Section 2.3.3.
- 2) Sign Attachment 1

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## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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 TO Requesting Agency will consider the information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

Technical proposals will be evaluated and ranked considering the following criteria and in descending order of importance:

- TORFP Sect 3.2.1 B: Relevant experience managing similar networks
- TORFP Sect 3.2.1 F: Work Order Scenarios
- TORFP Sect 3.2.1 A: Process and Procedures Documentation
- TORFP Sect 3.2.1 D: Relevant experience engineering similar networks
- TORFP Sect 3.2.1 C: NOC
- TORFP Sect 3.2.1 E & G: Proposed personnel

### **4.3 FINANCIAL CRITERIA**

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

### **4.4 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will then be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit is more important than price.

### **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.

## **ATTACHMENT 1 – FINANCIAL PROPOSAL**

**See Excel Spreadsheet labeled F10P7200957 Financial Proposal Attachment**

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

**CATS TORFP # F10P7200957**

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.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. 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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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.
3. 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.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> 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.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. F10P7200957, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge 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 TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. 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.

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number F10P7200957	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # F10P7200957, I state the following:

1. 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 certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. F10P7200957, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #F10P7200957 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

Mr. Gregory Urban, Director Network Division MD Department of Budget and Management Office of Information Technology 45 Calvert Street Room Annapolis, MD 21401 gurban@dbm.state.md.us	DBM MBE Liaison Officer MD. Dept. of Budget and Management 45 Calvert Street Annapolis, MD 21401
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #F10P7200957 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Mr. Gregory Urban, Director Network Division MD Department of Budget and Management Office of Information Technology 45 Calvert Street Room Annapolis, MD 21401 gurban@dbm.state.md.us	DBM MBE Liaison Officer MD. Dept. of Budget and Management 45 Calvert Street Annapolis, MD 21401
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# F10P7200957 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_\_ day of Month, 2007 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, DEPARTMENT OF BUDGET & MANAGEMENT.

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:
  - a. “Agency” means the Department of Budget & Management, as identified in the CATS TORFP # F10P7200957.
  - b. “CATS TORFP” means the Task Order Request for Proposals # F10P7200957, dated August 8, 2007, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Patti Tracey. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Department of Budget & Management and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Gregory Urban of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 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 Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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 3 years, 1 month, commencing on the date of Notice to Proceed and terminating on December 31, 2010.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP. 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 TO Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**\_\_\_\_\_. 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 BUDGET & MANAGEMENT

\_\_\_\_\_  
By: Patti Tracey, TO Procurement Officer

\_\_\_\_\_  
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 subconsultant 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 A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
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 must 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.



## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

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 must 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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #F10P7200957

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

Patti Tracey

Task Order Procurement Officer

Enclosures (2)

cc: Gregory Urban, TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: NetworkMaryland Network Management & Support Services

TO Agreement Number: #F10P7200957

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Gregory Urban, TO Manager

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor’s Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor’s Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Budget & Management

TORFP Title: NETWORKMARYLAND™ NETWORK MANAGEMENT & SUPPORT SERVICES

TO Manager: Gregory Urban, TO Manager and Phone Number (410) 260-7279

### To:

The following deliverable, as required by TO Agreement #F10P7200957, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, 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 #F10P7200957 for NETWORKMARYLAND™ NETWORK MANAGEMENT & SUPPORT SERVICES. 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 in Section 1.7 of the TORFP, 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 under Section 1.7, except in connection with the preparation of it's 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 Patti Tracey, TO Procurement Officer, Department of Budget & Management 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 AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Budget & Management (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 NETWORKMARYLAND™ NETWORK MANAGEMENT & SUPPORT SERVICES TORFP No. F10P7200957 dated August 8, 2007, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; 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:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**Department of Budget & Management:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**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

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