

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



**DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)  
SOLICITATION NUMBER: BPM023062**

**NETWORK MANAGED SERVICES & SUPPORT TORFP**

**ISSUE DATE: MARCH 25, 2021**

**DEPARTMENT OF INFORMATION TECHNOLOGY  
(DOIT)**

**KEY INFORMATION SUMMARY SHEET**

|  |   |
|--|---|
| <b>Solicitation Title:</b>                       | Network Managed Services & Support  |
| <b>Solicitation Number (TORFP#):</b>             | BPM023062   |
| <b>Functional Area:</b>                          | Functional Area 6 - Systems/Facility Management and Maintenance   |
| <b>TORFP Issue Date:</b>                         | March 24, 2021  |
| <b>TORFP Issuing Office:</b>                     | Department of Information Technology (DoIT)   |
| <b>DoIT Location:</b>                            | Department of Information Technology (DoIT)<br>100 Crownsville Place<br>Crownsville, Maryland 21032   |
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| <b>TO Proposals are to be sent to:</b>           | <a href="mailto:Alicia.Tarr@Maryland.gov">Alicia.Tarr@Maryland.gov</a>  |
| <b>TO Pre-proposal Conference:</b>               | <b>April 8, 2021, 2:00 PM Local Time;</b> Pre-Proposal will be held virtually.<br>See <b>Attachment A</b> for directions and instructions.  |
| <b>TO Proposals Due (Closing) Date and Time:</b> | <b>May 20, 2021, 2:00 PM Local Time;</b> Local Time<br>Master Contractors are reminded that a completed Feedback Form is required if a no-bid decision is made (see <b>Section 5</b> ).   |
| <b>MBE Subcontracting Goal:</b>                  | Total: 15%; no sub-goals  |
| <b>VSBE Subcontracting Goal:</b>                 | 2%  |
| <b>Task Order Type:</b>                          | Combination of Fixed Price (FP), Fixed Unit Price Indefinite Quantity (FUPIQ), Fixed Price with Material Adjustment (FPMA), and Time and Materials (T&M) ** e.g., firm fixed price, fixed price with cost adjustment, labor hour, indefinite quantity with fixed unit price. Indicate if a combination of more than one type, e.g. fixed price with cost adjustment, time & materials, Indefinite Quantity with Firm Fixed Prices with Work Orders of Time & Materials and Fixed Price. |
| <b>Task Order Duration:</b>                      | Three (3) years with two (2) additional two-year option periods, commencing from the Effective Date   |

|                                      |   |
|--------------------------------------|---|
| <b>Primary Place of Performance:</b> | TO Contractor's location<br>&<br>100 Community Place, Crownsville, MD 21032 |
| <b>SBR Designation:</b>              | No  |
| <b>Federal Funding:</b>              | No  |
| <b>Questions Due Date and Time</b>   | <b>April 22, 2021, 2:00 PM Local Time</b>                                   |

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## 1 Minimum Qualifications

### 1.1 Master Contractor Company Minimum Qualifications

In order to be reasonably susceptible for award, Master Contractor must document in its proposal that, within the last five (5) years, it has provided services to at least one (1) client continuously for a minimum three (3) consecutive years where:

1. The company has provided managed service support of a fiber optic wide area network that provides high speed data services to a minimum of 500 locations over a geographic area of at least approximately 10,000 square miles; and
2. The company has provided managed services support of local area networks that provide high speed data services to a minimum of 10,000 individuals who work on a full time basis for the client; and
3. The services provided include, at a minimum, all of the following elements: network design, network engineering, strategic IT consulting, and network managed services; and
4. The services were delivered utilizing the Information Technology Infrastructure Library (ITIL) framework; and
5. The company has established and operated a 24x7x365 network operations center for a minimum of three years

**Note: Subcontractor experience MAY NOT be used Master Contractor to meet the Minimum Qualifications. The Minimum Qualifications must be met by the Master Contractor.**

### 1.2 Master Contractor Key Personnel Minimum Qualifications

The following four (4) positions are considered Key Personnel. The Master Contractor shall propose specific resources for each of the four Key Personnel in the Technical Proposal. Key Personnel must meet the minimum qualification criteria outlined below to be eligible for consideration in the evaluation of this TORFP. See **Sections 3.10.3 and 5.4** for additional detail regarding Key Personnel and your Technical Proposal.

#### 1.2.1 Program Manager

- 1.2.1.1 Must possess Project Management Professional (PMP) certification
- 1.2.1.2 Meets the identified labor category description as described in **CATS + RFP Section 2.10.93** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

#### 1.2.2 Network Engineering Manager

Meets the identified labor category description as described in **CATS + RFP Section 2.10.83** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

This role will be responsible for overseeing the resources required to meet the engineering and provisioning requirements of this TORFP. Responsibilities would include but are not limited to network design, engineering services, and technology

evaluation and implementation. This position is responsible for the overall performance and availability of the network.

### 1.2.3 Network Operations Center (NOC) Manager

Meets the identified labor category description as described in **CATS + RFP Section 2.10.83** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

This position is responsible for managing and coordinating the NOC team. Important focuses of this coordination are to assure that the networking system runs effectively without interruption, and to assure that performance meets and exceeds SLAs. This position manages a team of technical resources that are staffed 24x7x365. This individual is able to quickly develop innovative solutions in response to various networking problems and direct the execution of these solutions. We expect candidates proposed for this role would have managed a network operations center supporting a service provider network.

### 1.2.4 Fiber Engineering Manager

Meets the identified labor category description as described in **CATS + RFP Section 2.10.83** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

This role will be responsible for managing the day-to-day fiber operations including fiber design and construction, fiber relocations, fiber location requests, permitting, make-ready applications, fiber splicing, and mapping documentation. We expect candidates proposed for this role would have managed a fiber optics network of similar size and scope for a period of at least five years.

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1 The Department of Information Technology (DoIT) is issuing this CATS+ TORFP in order to obtain the services of a single TO Contractor to provide management and operations services in support of the Agency's operational responsibilities, focusing primarily on networkMaryland™ (current and future state). The primary scope of work for this Task Order is to support the environments owned and operationally supported by DoIT.
- 2.1.2 DoIT also anticipates furnishing services under this TORFP to other Requesting Agencies via Work Orders issued by DoIT (**See Section 3.14**). DoIT anticipates that Work Orders issued on behalf of Requesting Agencies will primarily be managed as defined scope projects, however requests could also be made for specific staff resources to augment current agency staff, either on an hourly or annualized basis.
- 2.1.3 DoIT intends to award this Task Order to one (1) Master Contractor.
- 2.1.4 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Master Contractor awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.5 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

### 2.2 Background and Purpose

- A. DoIT provides information technology leadership to the Executive Branch agencies and commissions of State government so that key information technology resources may be effectively managed. This leadership encompasses the establishment and management of technology standards, long range technology architecture, best practices for program management, business case processes for determining the viability of programs, cross agency collaboration for the mutual benefit of all agencies, and industry liaison. In addition, DoIT provides IT services statewide in the areas of end user service delivery and support, data networking (data, video, voice, and wireless communications), application hosting and support (financial management, personnel, procurement, and web applications), IT staffing and support, and support for the Maryland.gov web portal.
- B. networkMaryland™ is the State of Maryland's provider of wide area network services. The networkMaryland™ program operates a private, statewide, facilities-based high-speed data network with at least one Point of Presence (POP) in each of the 24 jurisdictions in the State of Maryland. Connectivity among the networkMaryland™ POPs is accomplished via State managed fiber, leased fiber services, leased copper services, and commodity internet services. In areas where high concentrations of networkMaryland™ subscribers (users) are located, Metropolitan Area Networks (MANs) have been built, primarily using fiber optics, to connect subscribers to the local networkMaryland™ POP.

C. networkMaryland™ services fall into four major categories:

- 1) network services,
- 2) service fulfillment,
- 3) engineering services, and
- 4) consulting services.

D. networkMaryland™ provides the following services to its subscribers:

- 1) Access to the StateWide Governmental Intranet (SWG I),
- 2) Access to the Internet (Internet Service Provider (ISP) services),
- 3) Access to and management of a private, trusted, statewide government intranet (SWG I services),
- 4) Private network services including private point-to-point circuits (Layer 2 services) and virtual private routed networks (VPRN),
- 5) Quality of Service (QoS) enabled services, and
- 6) Managed customer premise equipment (CPE) services.

### 2.2.1 Network Overview

A. The network delivers high speed data services, encompasses the following:

- 1) Physical network layer,
- 2) Leased high speed data circuits (private and carrier provided circuits; commodity internet, T1, DS3, OC3, Ethernet over copper, cable connections, point-to-point, and point-to-multipoint,
- 3) Internet service providers,
- 4) networkMaryland™, including but not limited to its routers, switches, and optical transmission equipment, and
- 5) Network management systems

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

- 1) Backbone Nodes: Backbone nodes are locations where dedicated Layer 3 routers move traffic between geographic areas of the network. Additionally, these locations aggregate end-user connectivity for “off-net” services (see “Ethernet Everywhere”). ISP peering locations are also Backbone Nodes. Additionally, some backbone nodes are also augmented with Dense Wavelength Division Multiplexing (DWDM) equipment to provide long-haul communication services to Multi-Protocol Label Switching (MPLS) routing hardware.
- 2) Repeater Sites: Repeater sites are locations that primarily re-generate optical or microwave signals. Customer hand-offs rarely occur at these locations, although it is possible that exceptions to this rule exist.

- 3) Multi-Service Nodes: Multi-service nodes provide services to multiple subscribers using one or two devices, demarcated by a MPLS router, or by using a metro-Ethernet switch for customer hand-offs. Multi-service nodes may have one or more connections back to the core network. The connections may be of any type (managed fiber, managed wireless, or leased circuit).
  - 4) Edge Nodes: Edge nodes provide services to a small number of subscribers, demarcated by an MPLS router or a layer-2 switch. Edge nodes may have one or more connections back to the core network. These connections may be of any type (managed fiber, managed wireless, or leased circuit).
  - 5) Ethernet Everywhere Nodes: Ethernet Everywhere locations are simplified edge nodes, usually serving one or two subscribers. Typical deployment in an Ethernet Everywhere node is a network termination device, metro-Ethernet network interface device (NID), or a media converter.
  - 6) SD-WAN Nodes: SD-WAN nodes provide services to small numbers of subscribers through commercial small-office broadband services in areas where it is impractical to deliver traditional fiber based services.
  - 7) Hosting Centers: Hosting centers house server and storage infrastructure managed and operated by DoIT. Hosting centers support network management servers for networkMaryland™. Typical deployments at hosting centers include dedicated Ethernet switching infrastructure (either large chassis-based switches or stackable switches), load balancers, servers and storage arrays, and network firewalls.
- C. The “Confidential Network Inventory Document,” is a comprehensive technical description of the networkMaryland™ core, the State-operated MANs, and application hosting environments which include network configuration, components, and component configurations. This documentation will be available for Master Contractor review in a reading room located at 100 Community Place, Crownsville, Maryland. Master Contractors will be required to sign a Non-Disclosure Agreement (Appendix 5) before viewing this document.

### 2.2.2 State Staff and Roles

In addition to the TO Manager, the State will provide a:

- A. Director of Network Services – The Director of Network Services will be the Department’s primary interface with the TO Contractor staff in regards to the scope of work requested and performed under this contract. This position will also be the primary point of contact in regards to network engineering, including the fiber optic network.
- B. Provisioning Manager – The Provisioning Manager interfaces with agency customers regarding service requests and works closely with the TO Contractor provisioning engineers regarding service fulfillment.
- C. Network Operations Manager – The Network Operations Manager is the primary point of contact regarding network incidents and the associated processes supporting resolution.

**2.2.3 Other State Responsibilities**

- A. The State will provide normal office working facilities and standard office furnishings (e.g., desk, chair, telephone) reasonably necessary for TO Contractor performance under this Task Order.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor’s performance of the work.

**2.3 Responsibilities and Tasks**

- 2.3.1 DoIT requires management and operational services in support of its operational responsibilities, focusing primarily, though not exclusively, on current and future state) based on the ITIL methodology and framework of best practices at: <http://www.itlibrary.org>. In addition, DoIT requires engineering and provisioning services in support of network growth.
- 2.3.2 The TO Contactor may utilize any and all labor classifications available under the CATS+ Master Contract.

**Table 1: Summary of Work Requirements**

| Section #    | Requirements   |
|--------------|--|
| <b>2.3.4</b> | <b>Transition Planning</b>   |
| 2.3.4.1      | Startup and Transition Planning  |
| 2.3.4.2      | Establish, Review, and Verify Documented Policies and Procedures         |
| 2.3.4.3      | Establish a Baseline for Network Configuration, Performance and Capacity |
| <b>2.3.5</b> | <b>Network Monitoring and Incident Response</b>                          |
| 2.3.5.1      | Network Monitoring and Response  |
| <b>2.3.6</b> | <b>Network Operations &amp; Maintenance Management Services</b>          |
| 2.3.6.1      | Network Maintenance and Support  |
| 2.3.6.2      | Network Operations Management Support                                    |
| 2.3.6.3      | Managed Customer Premise Equipment (CPE) Services                        |
| 2.3.6.4      | Network Status and Trend Reports   |
| <b>2.3.7</b> | <b>Network Status and Trend Reports</b>                                  |
| <b>2.3.8</b> | <b>Network Engineering and Provisioning Services</b>                     |
| 2.3.8.1      | Network Design And Engineering Services                                  |
| 2.3.8.2      | Service Provisioning Services  |

|              |  |
|--------------|--|
| 2.3.8.3      | Internet Services  |
| 2.3.8.4      | SwGI Services  |
| 2.3.8.5      | Layer 2 Transport Services                               |
| 2.3.8.6      | VPRN (Virtual Private Routed Network)                    |
| 2.3.8.7      | Fiber Maintenance, Engineering and Construction Services |
| 2.3.8.8      | Construction Services                                    |
| <b>2.3.9</b> | <b>Fiber Location Services – Utility Marking</b>         |

**2.3.3 Transition Planning**

This section of the TORFP describes the TO Contractor’s responsibilities and tasks in detail.

**2.3.3.1 Startup and Transition Planning**

**A. Establish a Transition-In Plan**

The TO Contractor will have a 90 business-day transition period from issuance of NTP to complete verification and transition of all data and processes. At or prior to the kickoff meeting, the TO Contractor will be provided with the incumbent’s completed transition-out plan. The TO Contractor shall use this as the basis for the development of the Transition-in plan.

The TO Contactor shall submit an initial Transition-In Plan to DoIT within 20 days of the issuance of the NTP. The plan shall describe transitioning all network management, operations, and maintenance activities from the incumbent to the TO Contractor in accordance with the time periods outlined in the deliverables table in Section 2.4.4. The TO Contractor shall work with the TO Manager and current provider(s) to identify and plan for the continuation and completion of all outstanding tasks that have been started by the current provider but not yet closed. The plan shall also include identification of all tasks, assumptions, clear delineation of responsibilities, level of effort to complete each task, timelines for task completion, and the labor categories required to perform the work.

The TO Contractor shall submit the final transition plan 35 business days following the issuance of the NTP for transition. Upon acceptance of the plan by DoIT, the TO Contractor shall begin implementation of the plan in accordance with the timeframes outlined and agreed upon in the accepted transition plan.

The Transition-In Plan shall describe the transitioning of all network management, operations, and maintenance activities from the incumbent to the TO Contractor in accordance with the time periods outlined in the deliverables table in Section 2.4.4 and must address the following:

- 1) Staffing of the transition team;
- 2) Communicating between the TO Contractor, incumbent contractor(s) and DoIT;
- 3) Transferring system access from the incumbent(s) to the TO Contractor staff;

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

#### 2.3.3.2 Establish, Review, and Verify Documented Policies and Procedures

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

- 1) Addressing Policy;
- 2) Device Selection Criteria;
- 3) Asset Disbursement Procedures;

- 4) Asset Disposal Procedures;
- 5) Network Service Request (NSR) Process Steps;
- 6) Escalation Procedures;
- 7) Vendor Account Access for networkMaryland™ Devices Policy;
- 8) Network Operations Center (NOC) Procedures;
- 9) Internet Routing Policy;
- 10) Infrastructure Device Naming Standards;
- 11) Network Documentation;
- 12) Network Troubleshooting Procedures;
- 13) Time and Material Work Order Workflow;
- 14) Physical Access Procedures;
- 15) Password Policy;
- 16) Performance Management Procedures;
- 17) Performance Plan for networkMaryland™;
- 18) Process and Procedures for Warehousing and Inventory Management;
- 19) Process for Provisioning and Decommissioning Services;
- 20) Process for Updating Configuration Management Database (CMDB);
- 21) Inventory Procurement Procedures (DoIT);
- 22) Return Merchandise Authorization (RMA) Procedures;
- 23) Standard Incident Response Procedures;
- 24) Major Incident Response Procedures;
- 25) Disaster Recovery Procedures;
- 26) Network Routing Policy

2.3.3.3 Establish a Baseline for Network Configuration, Performance and Capacity

- A. The TO Contractor shall validate the network configuration baseline and shall review the performance and capacity baseline for the network as a whole, as well as its individual parts. At a minimum, the TO Contractor shall:
  - 1) Capture performance and capacity measurements for all components of the network and supported hosting centers, including but not limited to: circuit utilization and latency measurements for backbone circuits and subscriber aggregation circuits; and CPU and memory utilization of servers, routers, switches, and storage devices supporting network management systems;
  - 2) Validate that all network components can be properly monitored and managed via either DoIT or vendor-supplied infrastructure. Those that are not shall be clearly identified;



- 3) Validate existing configuration diagrams, including both physical and logical network topologies; and
  - 4) Document all findings, raw data and associated analysis in a manner that clearly conveys the baseline configuration and network performance and capacity.
- B. The TO Contractor shall validate the baseline data during the transition. This data will be utilized throughout the duration of the contract for performance and capacity management. The TO Contractor will use and update DoIT's real-time data collection software tool (e.g., Solarwinds Orion, Scrutinizer, etc.). The tool provides the following:
- 1) Real-time access for DoIT via a web browser;
  - 2) Ability to export data to Excel files;
  - 3) Ability to produce printouts of graphs, charts and data;
  - 4) Ability to produce custom charts for the previous 12 months by specifying the desired time period or beginning and ending date/time; and
  - 5) Ability to capture performance and capacity measurements for all components of the network, including but not limited to:
    - i. Percentage utilization on all interfaces by receive and transmit;
    - ii. Interface details (admin and operational status, current traffic, last status change, interface and configured bandwidth, MAC address, interface type, packets per second, average packet size, mtu);
    - iii. Min/Max/Average bps In/Out;
    - iv. Line chart of percent utilization;
    - v. In/Out errors and discards;
    - vi. Total bytes transferred; and
    - vii. Min/Max/Average packet In/Out.

#### **2.3.4 Network Operations Center (NOC)**

The TO Contractor shall operate a Network Operations Center (NOC) for the purpose of monitoring all elements of the network, detecting anomalies and system Service Impacting Events (SIEs), receiving notification of outages from the DoIT Help Desk or from end users, and for coordinating incident responses as required. The NOC shall be located within a 30 mile radius of 100 Community Place, Crownsville, MD 21032. Designated State personnel shall have access to the NOC at any time. The TO Contractor will be granted remote access to DoIT's IT Service Management application and DoIT will supply the necessary software licenses required to utilize the application. The TO Contractor will be given access to create, update, reassign tickets and create reports.

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

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

- 1) Providing a dedicated NOC Manager



- 2) Providing NOC staff required to support 24x7x365;
- 3) Providing 24x7x365 electronic monitoring of all network elements and network management related servers;
- 4) Creating incident tickets in ServiceNow and sending outage notifications to the affected subscribers
- 5) Coordinating TO Contractor, State, and other State contractor support to expeditiously resolve any issue affecting the delivery of subscriber services;
- 6) Coordinating TO Contractor, State and other State contractor support to assist in the expeditious resolution of IT security incidents and cyber-attacks;
- 7) Drafting and sending Maintenance notifications to affected subscribers once approved;
- 8) Ensuring that staff is accessible by telephone to identify and report problems/SIEs and obtain status; and
- 9) Coordinating with the State and its contractors such as hardware vendors, carriers, resource share partners 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; and
  - iv Performing problem identification and resolution.
  - v Maintaining and updating DNS solution

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

### 2.3.5 Network Management and Maintenance Services

DoIT requires 24x7x365 maintenance, support, and operations management of components described in this TORFP during the term of the TO Agreement. This includes but is not limited to: DoIT's equipment at all networkMaryland™ POPs, State-owned fiber optic cables and wireless equipment, equipment at ISPs and peering partners, network equipment located at hosting centers, and leased line circuits. This task includes all changes to configuration and software version changes (e.g. IOS/JUNOS version changes). This task also includes changes to hardware configurations (adding and deleting modules/components) for all in scope devices. Provisioning services are covered in **Section 2.3.8.2**. This work will be billed on an FP basis. networkMaryland™ provides configuration, maintenance and monitoring services for DoIT-supported devices at subscriber's location for Internet, SWGI, Layer 2 and Private IP services (Managed CPE) in the same manner as a DoIT device.

### **2.3.5.1 NETWORK MAINTENANCE AND SUPPORT**

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

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

### **2.3.5.2 NETWORK OPERATIONS MANAGEMENT SUPPORT**

Network Operations Management Support includes but is not limited to:

- 1) Configuration for the hardware in-scope within this TORFP (routers, switches, network termination equipment, etc.);
- 2) Map editing to build and maintain customized network maps such as physical and logical (routing) maps;
- 3) Recommendations and suggestions for improvements or changes in processes and procedures that yield more efficient network management, utilization, and performance;
- 4) Performance improvement and traffic management configuration changes;
- 5) Network hardware and software installs, moves, adds, and changes (IMACS);
- 6) Configuration of routers, switches, media converters, and other network hardware as required;
- 7) Facilities and infrastructure support that includes:
  - a) Coordination of site visits with subscribers and other contractors as required to maintain equipment and report on the work performed. The TO Contractor is responsible for the security of State equipment while present at the site; and
  - b) Connection of equipment to leased circuits provided by the telecommunications providers.
- 8) Traffic engineering;
- 9) Growth analysis and recommendations for expansion or reduction of network resources;
- 10) Network security analysis and proactive monitoring of potential threats to the infrastructure;
- 11) Migration and expansion strategies; and

12) Capacity planning with monthly reporting of aggregate and backbone links, as well as proactive notification to the State when capacity thresholds are being reached.

All changes in managed network devices; including changes in software versions, card changes, etc.; must be processed through DoIT's change management process and should not be implemented unless approved by DoIT's Change Advisory Board (CAB). Emergency changes must, at a minimum, be approved by the TO Manager or their designee before implementing.

### **2.3.5.3 NETWORK MANAGEMENT SYSTEMS SUPPORT**

Network Management Systems Support includes but is not limited to:

- 1) Configuration management for the production hardware within the scope of this TORFP (routers, switches, network termination equipment, etc.);
- 2) Providing dependency support in the network management system to distinguish between failed devices and devices that have stopped responding due to a dependency on a failed device. Such dependent devices should not be identified as failed in these scenarios. For example, if a switch is behind a router and the router becomes unreachable, the switch should not be listed as "failed";
- 3) Maintaining the provisioning ServiceNow database that records all subscriber circuit provisioning data. DoIT access should include the ability to add, edit/modify, and delete circuit records, search, sort and print;
- 4) Maintaining the receipt, disbursement, and return of inventory utilizing the State's inventory database (ServiceNow). That database shall include all DoIT assets applicable to the TO. This includes all equipment in production (tagged and untagged), in the warehouse, spares and lab equipment;
- 5) Maintaining a performance, capacity management and monitoring tool. DoIT access should include the ability to view all interfaces and print all reports, graphs and charts; and
- 6) Maintaining appropriate version of software (OS, microcode, firmware, etc.) on all devices. This includes applying software patches and bug fixes, and upgrading software levels required to maintain manufacturer's support, to support required feature sets or as directed by DoIT.

### **2.3.5.4 MANAGED CUSTOMER PREMISE EQUIPMENT (CPE) SERVICES**

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

- 1) Circuit provisioning and configuration changes
  - a) Circuit turn-up assistance for subscribers
  - b) Circuit-related documentation to be provided to subscribers
  - c) De-provisioning of circuits
- 2) Test and validation

- 3) Attendance at meetings and conference calls to discuss requirements with subscribers

Calculating the level of effort for a given work order is an engineering and design activity and not billable under this section.

#### 2.3.6 NETWORK STATUS AND TREND REPORTS

The TO Contractor shall submit weekly program and project status reports, and weekly and monthly network status, event and trend analysis reports. Reports may be delivered via email or maintained on a web site accessible by the TO Manager. If reports are only available via a web site, the TO Contractor shall notify the TO Manager when the report is published on the site, and all reports shall be available on the web site for the duration of the TO Agreement and delivered in an acceptable electronic format at the conclusion of the TO Agreement. Monthly reports should include, but are not limited to, reports addressing the following:

- 1) Circuit uptime/downtime
- 2) Circuit utilization
- 3) Incident ticket trends
- 4) Incident tickets by category and subcategory
- 5) Problem ticket status
- 6) SLA compliance

#### 2.3.7 NETWORK ENGINEERING

DoIT may request network design and engineering services, as necessary, to expand and/or upgrade the existing network. The TO Contractor shall provide network design and engineering services, on a T&M basis, for the design of changes and expansions to the network.

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

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

All work conducted under this Section will be accomplished by Work Orders using the process described in Section 3.14.

**NOTE: The TO Contractor is not authorized to proceed with any task under this Section without an approved Work Order from the TO Manager.**

#### 2.3.8 NETWORK PROVISIONING

DoIT will request subscriber provisioning and de-provisioning services as necessary. Work accomplished under this section will utilize the Network Service Request (NSR)

process in ServiceNow. A team of dedicated engineers is required to support this effort. On average, networkMaryland™ receives approximately 600-800 NSRs throughout the calendar year, of which approximately 30% of those NSRs will require a secondary engineering effort to design a solution to enable the provisioning of a circuit or circuits. These services include, but are not limited to:

#### **2.3.8.1 Internet Services**

NetworkMaryland™ provides communication between the Internet and its Internet Service subscribers. The networkMaryland™ Internet Service is analogous to the routed services provided by a traditional ISP. NetworkMaryland™ provides the routed infrastructure over which its Internet Service subscribers will communicate to the global Internet community.

#### **2.3.8.2 SwGI Services**

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

#### **2.3.8.3 Layer 2 Transport Services**

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

#### **2.3.8.4 VPRN (Virtual Private Routed Network)**

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

### **2.3.9 FIBER MAINTENANCE, ENGINEERING AND CONSTRUCTION SERVICES**

#### **2.3.10.1 Fiber Optic Cable Design, Engineering, and Construction Services**

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

- 1) Drawings required for permit applications;

- 2) Environmental assessments;
- 3) Pole attachment submissions; and
- 4) Detailed documentation delineating fiber optic cable construction and splicing.

The work order will clearly delineate the basis for each activity included in the price (i.e., fiber optic cable installation priced on a cost per route-foot basis). The work order shall include an estimate of required materials, fees, and other non-labor related expenditures. However, all materials and non-labor related expenditures shall be billed at actual cost.

Invoices supporting all non-labor costs shall be provided and clearly delineated on TO Contractor's invoice. The construction of these fiber optic segments may, or may not, be performed by the TO Contractor.

#### **2.3.10.2 Fiber Location Services – Utility Marking**

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

#### **2.3.10.3 Fiber Repair and Splicing**

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

### **2.3.10 TO CONTRACTOR-SUPPLIED HARDWARE, SOFTWARE, AND MATERIALS**

- A. By responding to this TORFP and accepting a Task Order award, Master Contractor specifically agrees that regarding any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State has the right to purchase such products from a source other than the selected Master Contractor.
- B. The State will provide limited user-specific application configuration settings.
- C. All upgrades and regulatory updates shall be provided at no additional cost.

### **2.3.11 Required Project Policies, Guidelines and Methodologies**

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

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



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

### 2.3.12 Product Requirements

- A. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Master Contractor processing or storage of data outside of the continental U.S. is prohibited.
- B. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.J.2**. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- C. Auto-renewal of services beyond the period identified in Task Order documents are of no force or effect.

In addition to any notices of renewal sent to the DoIT, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

#### 2.3.12.1 Backup

The TO Contractor shall:

- A. Provide backups of the configuration and data on a regular basis as a Task Order option. TO Contractor shall describe backup services offered, and shall offer pricing for this option in the TO Financial Proposal Form (**Attachment B**);
- B. Meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in **Section 2.5 Service Level Agreement**.

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

- C. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- D. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

#### 2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable. Following the acceptance of the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing those deficiencies that must be corrected for the to be accepted. The TO Contractor must correct deficiencies and resubmit the corrected deliverable for acceptance review within the agreed-upon time period for correction.
- E. At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

#### 2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.



- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**2.4.4 Deliverable Descriptions and Due Dates**

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

**Table 2: Deliverable Descriptions and Due Dates**

| <b>Deliverable</b>  | <b>Description</b>  | <b>Due Date</b>   |
|---|---|---|
| Kickoff Meeting   | The TO Contractor shall lead in an in-person Kickoff Meeting.   | NTP plus 10 business days   |
| Initial Transition-In Plan  | The TO Contractor shall email to the TO Manager an initial Transition-In Plan that contains all of the elements described in Section 2.3.3.1 of this TORFP. The plan and all of its sub-components shall be provided in a Microsoft Word (version 2007 or higher) document. | Initial within 20 business days of date of NTP;<br>Final within 35 business days of date of NTP |
| Documented Policies and Procedures for Network Management, Project Management, and Configuration Management | TO Contractor shall meet the requirements of Section 2.3.4.2.   | Within 25 business days of date of NTP  |
| Baseline of Network and Hosting Center Configuration, Performance, and Capacity                             | TO Contractor shall meet the requirements of Section 2.3.4.3.   | Within 30 business days of date of NTP  |
| Baseline for Performing Network Provisioning Services   | TO Contractor shall meet the requirements of Section 2.3.4.3.   | Within 30 business days of date of NTP  |

|   |   |   |
|---|---|---|
| <p>Contract Completion<br/>Transition Plans</p>           | <p>TO Contractor shall meet the content requirements identified in Section 2.3.4.</p>   | <p>Draft due 180 calendar days prior to TO Agreement completion<br/>Final plan due calendar 140 days prior to TO Agreement completion</p> |
| <p>Network Status and Trend Reports -- Weekly Reports</p> | <p>Each week, the TO Contractor shall electronically deliver a status report in MS Word (version 2007 or later) to the TO Manager that minimally includes:</p> <p>Performance abnormalities;</p> <p>Problem areas, hardware failures, losses of connectivity, number of trouble tickets, outages, duration of each outage, and outage resolution and Time To Repair;</p> <p>Daily backup job status for the week;</p> <p>Accomplishments for the week; (f) Plans for the next week; and (g) Any issues.</p> | <p>Weekly, NLT<br/>Noon<br/>Wednesday of the following week covered by the report.</p>  |

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

**2.4.5 Change Orders**

- A. If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change.

**2.5 Service Level Agreement (SLA)**

**2.5.1 Definitions**

- A. Severity: Severity levels will be assigned to incidents based the impact the event has on State operations, the ability of State employees to perform work functions, the availability of State systems in support of State constituents, and the availability of a workaround solution. Severity levels are defined in detail in Section 2.5.8 below.
- B. Event: An event is defined as any detectable or discernible occurrence that has significance for the management of the IT Infrastructure or the delivery of IT service and evaluation of the impact a deviation might cause to the services.
- C. Monthly Charges: For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in **Attachment B, TO Financial Proposal Form**.

### **2.5.2 SLA Requirements**

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements.
- B. Meet the response time and resolution requirements as defined in **Section 2.5.8**.
- C. Respond to and update all Events, including recording when an Event is resolved and its resolution. Appropriate DoIT personnel shall be notified when an Event is resolved.
- D. DoIT shall make the final determination regarding Event severity.
- E. TO Contractor shall review any identified Problem with DoIT to establish the remediation plan and relevant target dates.

### **2.5.3 Service Level Agreement Service Credits**

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. Effective as of the SLA Activation Date, for work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order.

The credits will be cumulative for each missed service requirement. The State, at its option for amounts due the State as service credits, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

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

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

### **2.5.4 SLA Effective Date (SLA Activation Date)**

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period.

### **2.5.5 Service Level Reporting**

The TO Contractor shall provide monthly reports detailing response and resolution times for each SLA. Details for Service Level Reporting include:

- A. The TO Manager or designee will monitor and review TO Contractor performance standards on a weekly basis, based on TO Contractor-provided reports for this Task Order.
- B. The TO Contractor shall provide a monthly summary report for each SLA performance via e-mail to the TO Manager. Monthly reports shall be available on the 5<sup>th</sup> day of the following month.
- C. If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

**2.5.6 Root Cause Analysis**

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

**2.5.7 Notification and Escalation Requirements**

It is critical that the TO Contractor communicate Events, the services and applications impacted by the Event, and any future risks caused by the Event to the State in a timely manner. It is expected that notifications and escalations occur simultaneously through the TO Contractor’s management and engineering organizations during an Event. To Contractors shall follow the time requirements outlines below.

| <b>Notification Requirement</b>          | <b>Critical</b>  | <b>High</b>   | <b>Normal</b>   | <b>Low</b>  |
|--|--|---|---|---|
| Event Response (Incident Confirmation)   | 5 minutes (from the initial event in any monitoring tool)    | 5 minutes (from the initial event in any monitoring tool)         | 5 minutes (from the initial event in any monitoring tool)         | 5 minutes (from the initial event in any monitoring tool)         |
| Event Notification to State              | 10 minutes from the initial event start time (via telephone) | 15 minutes from the initial event start time (via ticketing tool) | 15 minutes from the initial event start time (via ticketing tool) | 15 minutes from the initial event start time (via ticketing tool) |
| Event Diagnosis and Resolution Procedure | 10 minutes from the initial event start time (via telephone) | 15 minutes from the initial event start time (via ticketing tool) | 15 minutes from the initial event start time (via ticketing tool) | 15 minutes from the initial event start time (via ticketing tool) |
| Impacted Subscriber Notification         | 20 minutes (via telephone)                                   | 20 minutes (via telephone)  | 20 minutes (via telephone)  | 20 minutes (via telephone)  |
| Hardware Failure Response                | 4 hours  | 4 hours   | 4 hours   | One business day  |
| Resolution Notification                  | 10 minutes after resolution (via telephone)                  | 10 minutes after resolution (via telephone)                       | 10 minutes after resolution (via telephone)                       | 10 minutes after resolution (via telephone)                       |
| Root Cause Analysis (RCA)                | Two business days after the resolution                       | Two business days after the resolution                            | Two business days after the resolution                            | Two business days after the resolution                            |

| <b>Escalation Requirement</b> | <b>Critical</b>                                   | <b>High</b>  | <b>Normal</b>   | <b>Low</b>   |
|-------------------------------|---|--|---|--|
| 1 <sup>st</sup> Escalation    | 20 minutes (via telephone from the initial event) | 30 minutes (via ticketing system from the initial event) | 1 hour (via ticketing system initial event)           | 12 hours (via ticketing system from the initial event)         |
| 2 <sup>nd</sup> Escalation    | 1 hour (via telephone from the initial event)     | 1 hour (via ticketing system)                            | 2 hours (via ticketing system)                        | One business day (via ticketing)                               |
| 3 <sup>rd</sup> Escalation    | 2 hours (via telephone from the initial event)    | 2 hours (via ticketing system from the initial event)    | 3 hours (via ticketing system from the initial event) | Two business day (via ticketing system from the initial event) |

**2.5.8 Service Level Agreements and Associated Service Credits**

The TO Contractor shall comply with the service level measurements in the following table. Service level credits associated with failure to meet measures are also delineated in the following table. Event severity definitions are provided in Section 2.5.9.

| <b>SLA #</b> | <b>Event Severity</b> | <b>Measurement</b>   | <b>Service Level Agreement</b> | <b>SLA Credit</b> |
|--------------|-----------------------|--|--------------------------------|-------------------|
| 1            | Critical              | Average Event Response Time  | 100% <15 minutes               | 1%                |
| 2            | High                  |  | 98% <30 minutes                | 1%                |
| 3            | Normal and Low        |  | 98% <2 hours                   | 1%                |
| 4            | Critical              | Average Event Resolution Time  | 98% <2 hours                   | 1%                |
| 5            | High                  |  | 98% <4 hours                   | 1%                |
| 6            | Normal                |  | 98% <24 hours                  | 1%                |
| 7            | Low                   |  | 98% <72 hours                  | 1%                |
| 8            | Service Availability  | All network functionality and accessibility shall be maintained at 99.5% uptime performance levels. TO Contractor shall minimize or eliminate unscheduled network downtime to .5% or less. | <99.5%                         | 1%                |
| 9            | Security Incident     | Notification of a Security Incident  | 100% <30 minutes               | 1%                |

The State may, in its discretion, reallocate percentages among the various SLAs annually on the anniversary of the Task Order.

**2.5.9 Severity Definitions and Required Response and Resolution Times**

The TO Contractor shall meet the Severity specific response time and resolution requirements as outlined in the following table. As defined in Section 2.5.1.A., Severity levels are a function of the impact on the availability of networks and systems, the impact on users, and the availability of a workaround solution. The following table provides greater clarity as to how Severity is determined.

| <b>Event Severity</b> | <b>Response Time</b> | <b>Resolution Time</b>   | <b>Work Outage</b>   | <b>Users Affected</b>  | <b>Workaround</b>  |
|-----------------------|----------------------|--|--|--|--|
| Critical              | Less than 15 minutes | Within 2 hours of first report   | Major portions of the network are inaccessible. Network users are unable to work, or to perform some significant portion of their job.                                   | Significant number of users or internal system functionalities are affected. Users could include State residents and businesses impacted by the event. | There is no acceptable workaround to the problem.  |
| High                  | Less than 30 minutes | Within 4 hours after first report  | Major portions of the network are inaccessible. Network users are unable to work, or to perform some significant portion of their job.                                   | Users or internal system functionalities are affected. Users could include State residents and businesses impacted by the event.                       | There is no acceptable workaround to the problem.  |
| Normal                | Within 2 hours       | Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.  | Specific non-critical features are not operating as specified. Systems or users are unable to perform a small portion of their job, but are able to complete most tasks. | Affects a number of users.   | There may or may not be an acceptable workaround, however system, service, or component degradation continues to exist.                    |
| Low                   | Within 2 hours       | Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Lower priority features that can be done manually are not operating as specified. Often a request for service with ample lead time.                                      | Affects a number of users.   | There is likely an acceptable workaround to the problem or the system, service or component is experiencing minor performance degradation. |

## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning from the current contractor to the TO Contractor.

### 3.2 End of Task Order Transition

- 3.2.1 During the 150 day period prior to the Task Order end date, or the termination thereof, the TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor. Such transition efforts shall consist, not by way of limitation, of:
- A. Provide additional services and/or support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Task Order at the required level of proficiency;
  - C. Provide updated System Documentation; and current operating procedures, complete with a hard and soft copy in a format prescribed by the TO Manager.
- 3.2.2 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
- A. Provision of a draft Transition-Out Plan 150 Business Days in advance of Task Order end date that addresses, at minimum, the following items:
    - 1) Any staffing concerns/issues related to the closeout of the Task Order;
    - 2) Communications and reporting process between the TO Contractor, DoIT and the TO Manager;
    - 3) Security and system access review and closeout;
    - 4) Any hardware/software inventory or licensing, including transfer of any point of contact for required software licenses to DoIT or a designee;
    - 5) Any final training/orientation of DoIT staff;
    - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
    - 7) Current performance, capacity, and bandwidth utilization measurements;
    - 8) All configuration controlled documents;
    - 9) All network engineering records;
    - 10) Open incident and problem tickets, their status and chronological history;
    - 11) Detailed description of EMS configuration, including monitored elements per managed component, monitoring frequency;
    - 12) Network assets, circuit, and fiber inventory;
    - 13) Database export flat file including database schema for all non-state owned systems;
    - 14) Description and status of open work orders and task orders;



- 15) Description and status of open engineering projects;
  - 16) Description and status of open Network Service Requests (NSRs);
  - 17) Transition steps to close all open incident and problem tickets;
  - 18) Outgoing TO Contractor point of contact and contact information for incoming TO Contractor;
  - 19) Identified risks and vulnerabilities;
  - 20) Assumptions made in transition-out plan
  - 21) Knowledge transfer, to include:
    - a) A working knowledge of the current system environments as well as the general business practices of the DoIT;
    - b) Review with DoIT the procedures and practices that support the business process and current system environments;
    - c) Working knowledge of all technical and functional matters associated with networkMaryland, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
    - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
    - e) A working knowledge of various utilities and corollary software products used in support and operation of networkMaryland;
  - 22) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
  - 23) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- B. Providing copies of any current daily and weekly back-ups to DoIT or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- C. Ensuring that access to any data or configurations of the furnished product and/or services is available after the expiration of the Task Order as described in **Section 3.2.5**.

### 3.2.3 Return and Maintenance of State Data

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

- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

### **3.3 Invoicing**

#### **3.3.1 Definitions**

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### **3.3.2 General**

- A. Invoice payments to the TO Contractor are governed by the terms and conditions set forth in the CATS+ Master Contract.
- B. The TO Contractor shall email the original of each invoice and signed authorization to invoice to the TO Manager and DoIT Fiscal at e-mail address:  
[doitfiscal.invoiceservice@maryland.gov](mailto:doitfiscal.invoiceservice@maryland.gov).
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1) TO Contractor name and address;
  - 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Invoice date;
  - 6) Invoice number;
  - 7) State assigned TO Agreement number;
  - 8) State assigned (Blanket) Purchase Order number(s);
  - 9) Goods or services provided;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Task Order.

- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. DoIT reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide DoIT with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **3.3.3 Invoice Submission Schedule**

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by DoIT.
- B. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year, beginning with the month following the commencement of the performance of the services.
- C. All other invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise agreed to by the State.

### **3.3.4 Deliverable Invoicing**

- A. Deliverable invoices submitted for payment shall be accompanied by notice(s) of acceptance issued by the State.
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

### **3.3.5 Time and Materials Invoicing**

- A. Time and Material invoices submitted for payment shall be accompanied by notice(s) of acceptance issued by the State in the form of an email from the TO Manager stating, “Invoice <Invoice Name/Number> Approved” and signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
- B. Time Sheet Reporting

Within 10 business days after the last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the Task Order.

At a minimum, each monthly timesheet shall show:

- 1) Title: “Time Sheet for Network Managed Services & Support”

- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through last day of the month.
    - i) Number of hours worked each day
    - ii) Total number of hours worked that Period
    - iii) Variances above 40 hours in a given week and an explanation supporting the number of hours reported.
    - iv) Annual number of hours planned under the Task Order
- 4) Signature and date lines for the TO Manager
- 5) Time sheets shall be submitted to the TO Manager prior to invoicing.

**3.3.6 An amount will not be deemed due and payable if:**

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

**3.3.7 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

**3.3.8 Retainage**

This solicitation does not require retainage.

**3.4 Liquidated Damages**

MBE Liquidated damages are identified in **Attachment M**. Liquidated damages associated with failure to meet SLAs are identified in Section 3.8.5.

**3.5 Disaster Recovery and Data**

The following requirements apply to the TO Agreement:

### **3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused. Such contingency and DR plans must be available for the DoIT to inspect and practically test at any reasonable time and must be regularly updated, revised and tested throughout the term of the TO Agreement and must be regularly updated, revised, and tested throughout the term of the TO Agreement
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor, in coordination with the State so as to ensure limited downtime, shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.

### **3.5.2 Data Export/Import**

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

### **3.5.3 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State as at the time of purchase. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.

- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

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

### **3.6 Insurance Requirements**

- 3.6.1 Master Contractor shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2 Master Contractor shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.
- 3.6.4 **CYBER SECURITY / DATA BREACH INSURANCE**  
In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of two million dollars (\$2,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

### **3.7 Security Requirements**

#### **3.7.1 Employee Identification**

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.

- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### 3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense, the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:
  - B. A national criminal history and FBI Criminal Justice Information System criminal history record check (including fingerprinting).
  - C. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
  - D. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
  - E. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
  - F. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) within 45 days of notice to proceed.

### 3.7.3 On-Site Security Requirement(s)

- A. When entering and leaving State secured areas, TO Contractor Personnel may be subject to random security checks, including a physical search of his or her person, and must be prepared to submit for review and inspection an inventory list of tools and equipment being brought onto a site as well as the tools and equipment. Failure to comply may result in the TO Contractor Personnel being barred from entrance or leaving until such time as the State's conditions and queries are satisfied. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility. Failure to comply with the foregoing may result in the To Contractor Personnel being barred from entrance or leaving until such time as the State's conditions and queries are satisfied and may result in dismissal of refusing TO Contractor Personnel.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of DoIT may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by DoIT.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### 3.7.4 Information Technology

The TO Contractor shall:



- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
  - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.



- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. DoIT shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 9) By default, “deny all” and only allow access by exception.
- 10) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 11) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The DoIT shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 12) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 13) Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by

the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.

- 14) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 15) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 16) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. DoIT shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

#### **3.7.6 Access to Security Logs and Reports**

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

#### **3.7.7 Security Plan**

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

#### **3.7.8 Security Incident Response**

- A. The TO Contractor shall notify DoIT in accordance with **Section 3.7.9** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify DoIT within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, DoIT Chief Information Officer and DoIT Chief Information Security Officer;

- 2) notify DoIT within two (2) hours if there is a threat or potential threat that pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to DoIT within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or DoIT) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,
  - 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or DoIT) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **3.7.9 Data Breach Responsibilities**

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
- 1) Notify the Contract Monitor and State Chief Information Security Officer within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of an obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State

or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

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

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

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

### 3.8 ISO 20000 Certification

3.8.1 Within two (2) years of NTP, all services delivered under the Contract shall be performed from an organizational unit of the Contractor holding a current ISO 20000 certification ("ISO Certification Date"). Such certification shall be ISO 20000-1:2011, as may be amended or updated.

3.8.2 Once the required certification is achieved, it shall be maintained in good standing for the balance of the Contract term, meeting the latest current certification version within eight (8) months of new version adoption.

3.8.3 Contractor will provide proof of obtaining its ISO 20000-1:2011, or then current, certification at the time the certification is achieved.

3.8.4 Contractor shall provide annual evidence of its compliance with the requirements to this Section to MDOT.

3.8.5 Liquidated damages of \$1,000 per calendar day will be assessed for each full calendar day the Contractor is not in compliance with the requirements of this Section 3.8.

3.8.6 Contractor shall identify milestones and projected timelines for obtaining the ISO 20000-1:2011 certification for the organizational unit providing Contract services.

3.8.7 The Contractor shall furnish a quarterly status report describing progress against the milestones and projected timelines for acquiring ISO 20000-1:2001 certification for the organizational unit providing the services.

### 3.9 SOC 2 Type 2 Audit Report

3.9.1 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling of Sensitive Data and DoIT's critical functions. Critical functions are identified as all aspects and functionality of the network including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit are collectively referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by DoIT, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). The initial SOC 2 audit shall be scheduled, completed and submitted to the TO Manager no later than the first anniversary of the contract effective date. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date” for the preceding calendar year.
- B. The SOC 2 Audit shall report on TO Contractor’s system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Processing Integrity, Security, Availability, Confidentiality, and Privacy as defined in the aforementioned Guidance.
- C. The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor’s environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and Processes, including those controls required by the TO Agreement.
- D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor with respect to the Information Functions and Processes provided to DoIT under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
- E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to DoIT.
- F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.
- G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.
- H. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to DoIT under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, DoIT will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor’s current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- I. If the TO Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, DoIT shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of

conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. DoIT will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

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

### 3.10 Performance and Personnel

#### 3.10.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Master Contractor's TO Technical Proposal. Key Personnel may be identified after Task Order award. **Section 1.2** identifies those employees considered Key Personnel for this TORFP.

#### 3.10.2 Master Contractor Experience

The following experience is expected and its possession or lack thereof will be evaluated as part of the TO Technical Proposal (see the Master Contractor experience, capability and references evaluation factor from **Section 6.2**) (Master Contractor not possessing this experience will be ranked lower):



- A. Current ISO 20000-1:2011 certification, as amended or updated, that certifies the program of an IT service management system of the Master Contractor. Additional preference will be granted to those Master Contractor whose organizational unit proposed to deliver services under the Contract holds a current ISO 20000-1:2011 certification certifying its IT service management system.

If Master Contractor's organizational unit does not currently hold ISO 20000-1:2011, the Master Contractor demonstrates an understanding of the effort and milestones required to meet the requirements listed in Section 3.8.

- B. Demonstrated recent production experience furnishing enterprise network management services using current technologies (e.g., Voice over IP, hyperconverged virtualization, software-defined networks).
- C. Demonstrated experience in providing IT network support (network design, network engineering, strategic IT consulting, network security services, and ongoing network management services) encompassing at least ten thousand (10,000) individuals who work on a full-time basis for a client;
- D. Prior senior level experience in utilizing the Information Technology Infrastructure Library (ITIL) framework;
- E. Proven experience in establishing and operating a 24x7x365 NOC for a minimum of three (3) years;
- F. Breadth of experience in supporting clients comprised of not less than five hundred (500) locations over a geographic area that is, at a minimum, approximately the size of the State of Maryland

### 3.10.3 Personnel Experience

In addition to the minimum qualifications established in Section 1.2, the following experience is expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**) (Master Contractors not possessing this experience will be ranked lower):

#### 1. Program Manager

- a) Must have at least five years' experience managing a service provider network supporting at least 500 locations covering a geographic area approximately the size of the State of Maryland.

#### 2. Network Engineering Manager

- a) Must have experience with both MPLS and DWDM technologies
- b) Must have experience with Juniper and Ciena network infrastructure
- c) Juniper Networks Certified Enterprise Routing and Switching Expert preferred

#### 3. Network Operations Center Manager

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

#### 4. Fiber Engineering Manager

- a) Must have at least three years' experience with fiber optic network design
- b) Must have at least three years' experience managing fiber construction projects

#### 3.10.4 Labor Categories

- A. The Labor Categories are identified and described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). To be responsive to this TORFP, Master Contractors must be capable of providing and meeting the minimum qualifications for all the labor categories listed on the TO Financial Proposal Form (Attachment P). Master Contractors shall submit a TO Financial Proposal Form that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 1.2**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

#### 3.10.5 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A master's degree may be substituted for two years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.

#### 3.10.6 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:  
Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

#### 3.10.7 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

#### 3.10.8 Work Hours

- A. Work Hours: TO Contractor shall assign TO Contractor Personnel capable of supporting Normal State Business Hours, 24 hour NOC shifts, and mobile assignments (see definition in **Appendix 1**).
- B. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support



specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.

- C. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the DoIT infrastructure, they may be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to DoIT non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.

### 3.11 Substitution of Personnel

#### 3.11.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, DoIT policy, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

#### 3.11.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Master Contractor may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Master Contractor must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed

personnel are actual full-time direct employees with the Master Contractor (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### 3.11.3 Substitution More Than 30 Days After Task Order Execution

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Any proposed substitute individual is subject to approval by the TO Manager. The TO Manager has the option to interview the proposed substitute personnel and may require that such interviews be in person and will notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be terminated.

## 3.12 Minority Business Enterprise (MBE) Reports

### 3.12.1 MBE PARTICIPATION REPORTS

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

3.12.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to the DoIT at the same time the invoice copy is submitted:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.12.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15<sup>th</sup> of each month.

3.12.4 Subcontractor reports shall be sent directly from the subcontractor to the TO Manager. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

### 3.13 Veteran Small Business Enterprise (VSBE) Reports

#### 3.13.1 VSBE PARTICIPATION REPORTS

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

Subcontractor reports shall be sent directly from the subcontractor to the TO Manager. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

### 3.14 Work Orders

- A. Additional resources will be provided via a Work Order process described below. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request, and
  - 4) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided;
  - 3) A description of proposed resources, including any subcontractor personnel, required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.

- F. Proposed personnel on any type of Work Order shall be subject to DoIT approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an notice to proceed (NTP) issued by the TO Manager for such Work Order.

### **3.15 Additional Clauses**

The TO Contractor is subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

#### **3.15.1 TORFP Subject to CATS+ Master Contract**

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, Master Contractor specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Master Contractor.

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

#### **3.15.3 Contract Management Oversight Activities**

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.
  - 1) Non-Compete Clause Prohibition:  
DoIT seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the services provided under the Task

Order to another contractor, e.g., following Task Order expiration, so as to minimize disruption and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, Master Contractor Master Contractor agrees that if awarded the Task Order and if a different vendor succeeds it in the performance of the Task Order (a) Master Contractor its employees and agents filling the positions set forth in the staffing requirements of Section 5.4.2.D shall be free to work for a subsequent contractor notwithstanding any non-compete clauses to which the employee(s) may be subject and (b) Master Contractor not to enforce any non-compete restrictions with regard to these employees and agents. Master Contractor Master Contractor

#### **3.15.4 Source Code Escrow**

Source code Escrow does not apply to this Task Order.

#### **3.15.5 Purchasing and Recycling Electronic Products**

This section does not apply to this solicitation.

#### **3.15.6 Change Control and Advance Notice**

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

#### **3.15.7 No-Cost Extensions**

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

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## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Virtual TeleConference

- 4.1.1 A Pre-Proposal Virtual Teleconference (Conference) via Google Meets will be held at the date and time as indicated on the Key Information Summary Sheet. Participation in the virtual teleconference shall be permitted upon receipt of an email and calendar invitation from the Procurement Officer only.
- 4.1.2 Attendance at the virtual TeleConference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the virtual TeleConference, the participation/sign-in record (consisting of the list of all calendar invitees) and summary of the virtual TeleConference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The DoIT will make a reasonable effort to provide such special accommodation.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (BPM023062 - Network Managed Services) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the DoIT unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

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



#### 4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 Oral Presentation

4.5.1 Master Contractors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Master Contractors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Master Contractors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.5.2 All Master Contractors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

#### 4.5.3 Down-Select Procedure

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

A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.

The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Master Contractors will be notified of non-selection for this TORFP.

#### 4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

#### 4.7 MBE Participation Goal

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

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

4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a

prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### 4.8 VSBE Goal

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

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

#### 4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

#### 4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

#### 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Master Contractors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Master Contractors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor



personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.

- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## 4.12 Non-Disclosure Agreement

### 4.12.1 Non-Disclosure Agreement (Master Contractor)

A Non-Disclosure Agreement (Master Contractor) is required for this solicitation and is contained in this solicitation as (see Appendix 5).

### 4.12.2 Non-Disclosure Agreement (TO Contractor)

All Master Contractors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

## 4.13 HIPAA - Business Associate Agreement

- 4.13.1 Based on the determination by the DoIT that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 et seq. and set forth in **Attachment J**. This Agreement must be provided as identified in **Table 1 of Section 7 – Exhibits and Attachments**. However, to expedite processing, it is suggested that this document be completed and submitted with the TO TECHNICAL PROPOSAL. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the TO Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Master Contractor with the next highest overall-ranked TO Proposal.
- 4.13.2 Confidentiality of Health and Financial Information - The TO Contractor agrees to keep information obtained in the course of this TO Agreement confidential in compliance with all HIPAA Laws and regulations. The TO Contractor agrees further to comply with any applicable State and federal confidentiality and privacy requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing

acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the DoIT for information about its privacy practices in general or with respect to a particular individual, modifying such information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

#### **4.14 Iranian Non-Investment**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, **Attachment P** of this TORFP.

#### **4.15 Mercury and Products That Contain Mercury**

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Master Contractor must submit a Mercury Affidavit in the form of **Attachment K** with its TO Proposal.

#### **4.16 Location of the Performance of Services Disclosure**

The Master Contractor is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

#### **4.17 Department of Human Services (DHS) Hiring Agreement**

The solicitation does not require a DHS Hiring Agreement.

#### **4.18 Small Business Reserve (SBR) Set-Aside**

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

#### **4.19 Bonds**

This solicitation does not require bonds.

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## 5 TO Proposal Format

### 5.1 Required Response

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

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

### 5.2 Two Part Submission

Master Contractors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile will not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

Master Contractors should submit TO Proposals by e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet. An Master Contractor wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.3 E-mail submissions

- A. Except as provided in COMAR 21.05.03.02F, the TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted.
- B. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the To Technical Proposal must be different from the password for the TO Financial Proposal. Master Contractors will provide these two passwords to DoIT upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- C. The TO Procurement Officer will only contact those Master Contractors with TO Proposals that are reasonably susceptible for award.
- D. TO Proposals submitted via e-mail must not exceed 10 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- E. The TO Technical Proposal and TO Financial Proposal must be sent via separate emails. Each must be received by the date and exact time stated in the Key Information Summary

Sheet. The e-mail submission subject line shall state the TORFP BPM023062 and either “Technical” or “Financial.”

5.3.4 Two Part Submission:

A. TO Technical Proposal consisting of:

- 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
- 2) the TO Technical Proposal in searchable Adobe PDF format,
- 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and

B. TO Financial Proposal consisting of:

- 1) TO Financial Proposal and all supporting material in Excel format,
- 2) the TO Financial Proposal in searchable Adobe PDF format,
- 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

## 5.4 Volume I - TO Technical Proposal

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

5.4.1 In addition to the instructions below, responses in the Master Contractor’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:

A. Proposed Services:

- 1) Executive Summary: A one-page summary describing the Master Contractor’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
- 2) Services Description: A more detailed description of the Master Contractor’s understanding of the TORFP scope of work, proposed methodology and services to be provided. The TO Technical Proposal shall be organized to exactly match the requirements outlined in Sections 2-3.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Transition-In Plan: An overview of the transition of all network management, operations, and maintenance activities from the incumbent to the Master Contractor.

- 5) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 6) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 7) Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal.
- 8) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
- 9) The location(s) from which Master Contractor proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
- 10) Master Contractor Description of Master Contractor's Backup solution/ strategy recommendation.
- 11) Disaster Recovery and Security Model description - For hosted services, Master Contractor describe Master Contractor's DR strategy, and for on premise, a description of a recommended DR strategy.
- 12) Deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 13) Description of technical risk of migrating from the existing system, if applicable.
- 14) Details for each offering:
  - A. Master Contractor may propose open source software; however, if awarded the Task Order, Master Contractor must provide operational support for the proposed software. The Master Contractor shall provide the following information for each offering:
    - a) Offering Name
    - b) Master Contractor relationship with manufacturer (e.g., manufacturer, reseller, partner)
    - c) Manufacturer
    - d) Short description of capability
    - e) Version (and whether version is limited in any way)
    - f) License type (e.g., user, CPU, node, transaction volume)
    - g) Subscription term (e.g., annual)
    - h) License restrictions, if any

- i) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting
- j) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level
- k) Describe ability of the offering to read and export data in existing State enterprise data stores and the interoperability of data that can be imported into or exported from State enterprise data stores, including generating industry standard formats.
- l) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also Section 5.4.2.I Additional Required Submissions.
- m) Compatibility with Single Sign-On systems (e.g., SecureAuth);
- n) APIs offered, and what type of content can be accessed and consumed.
- o) Update / upgrade roadmap and procedures, to include planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades.
- p) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time).
- q) Describe Master Contractor’s security model and procedures supporting handling of State data. If more than one level of service is offered, Master Contractor shall describe such services. Include, at a minimum:
  - i) procedures for and requirements for hiring staff (such as background checks),
  - ii) any non-disclosure agreement TO Contractor Personnel sign,
  - iii) Certifications such as FedRAMP,
  - iv) Third party security auditing, including FISMA,
  - v) Published Security Incident reporting policy, and
  - vi) Cybersecurity insurance, if any, maintained.
- r) Clearly indicate which features are part of the base offering and which include additional charges.

**B. Proposer Information Sheet and Transmittal Letter**

The Master Contractor Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Master Contractor to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

**C. Minimum Qualifications Documentation (If applicable)**

Submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Proposed Personnel and TORFP Staffing

Master Contractor shall propose exactly four (4) Key Personnel in response to this TORFP **who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date)**. . Master Contractor shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Master Contractor shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Personnel Resume Form.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Master Contractor Personnel Minimum Qualifications.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
- 5) Provide a Staffing Management Plan that demonstrates how the Master Contractor will provide resources in addition to the personnel requested in this TORFP to meet the needs of DoIT, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
  - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

Identify all proposed Subcontractors, including MBEs and VSBEs, and their roles in the performance of the scope of work hereunder.

F. Overall Master Contractor team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - a) Name of organization.



- b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to the scope of work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.
- For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):
- a) Contract or task order name
  - b) Name of organization.
  - c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Indicate if the contract was terminated before the original expiration date.
  - g) Indicate if any renewal options were not exercised.

**Note** - State of Maryland experience can be included as part of **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

**H. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

**I. Confidentiality**

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

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

**J. Additional Submissions:**

- 1) Attachments and Exhibits;



- a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
- b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Master Contractors shall furnish with their Technical TO Proposal any and all agreements the Master Contractor expects the State to sign or to be subject to in connection with or in order to use the Master Contractor’s services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity’s letterhead or through the authorizing entity’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
  - a) Authorizing entity POC name and alternate for verification
  - b) Authorizing entity POC mailing address
  - c) Authorizing entity POC telephone number
  - d) Authorizing entity POC email address
  - e) If available, a Reseller Identifier

## 5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. Complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor’s TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**

5.5.6 Prices shall be valid for 180 days.

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## 6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DoIT will consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in oral presentations and discussions, and provide input to the TO Procurement Officer. DoIT reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Master Contractor is not susceptible for award.

### 6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Master Contractor's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers a response that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

#### 6.2.3 Master Contractor Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

#### 6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Master Contractors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

### 6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in Section 6.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to Section 5.4 TO Technical Proposal. Failure to meet the minimum qualifications shall render

- a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Master Contractors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Master Contractor's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
  - C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
  - D. TO Financial Proposals for qualified Master Contractors will be reviewed and ranked from lowest to highest price proposed.
  - E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Master Contractors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
  - F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Master Contractor who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

## **6.5 Documents Required upon Notice of Recommendation for Task Order Award**

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

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

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

A TO Proposal submitted by an Master Contractor must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

- For e-mail submissions, submit one (1) copy of each with signatures.

All Master Contractors are advised that if a Task Order is awarded as a result of this solicitation, the successful Master Contractor will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 3: TORFP ATTACHMENTS AND APPENDICES

| Applies? | When to Submit                           | Label | Attachment Name   |
|----------|--|-------|---|
| Y        | Before TO Proposal                       | A     | Pre-Proposal Conference Response Form   |
| Y        | Before TO Proposal                       | B     | TO Financial Proposal Instructions and Form   |
| N/A      | n/a                                      | C     | RESERVED  |
| Y        | 10 Business Days after recommended award | D     | MBE Forms D-2, D-3A, D-3B<br><b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. |
| Y        | As directed in forms                     | D     | MBE Forms D-4A, D-4B, D-5   |
| Y        | With TO Proposal                         | E     | Veteran-Owned Small Business Enterprise (VSBE) Form E-1   |
| Y        | 5 Business Days after recommended award  | E     | VSBE Forms E-2, E-3   |
| Y        | With TO Proposal                         | F     | Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement  |
| N        | With TO Proposal                         | G     | Federal Funds Attachments   |
| Y        | With TO Proposal                         | H     | Conflict of Interest Affidavit and Disclosure   |
| Y        | 5 Business Days after recommended award  | I     | Non-Disclosure Agreement (TO Contractor)  |

| Applies?                      | When to Submit                          | Label | Attachment Name  |
|-------------------------------|---|-------|--|
| Y                             | 5 Business Days after recommended award | J     | HIPAA Business Associate Agreement   |
| N                             | With TO Proposal                        | K     | Mercury Affidavit  |
| Y                             | With TO Proposal                        | L     | Location of the Performance of Services Disclosure                           |
| Y                             | 5 Business Days after recommended award | M     | Task Order Agreement   |
| N                             | n/a                                     | N     | RESERVED   |
| N                             | n/a                                     | O     | RESERVED   |
| Y                             | With Proposal                           | P     | Certification Regarding Investment in Iran                                   |
| <b>Appendices</b>             |   |       |  |
| Applies?                      | When to Submit                          | Label | Attachment Name  |
| Y                             | n/a                                     | 1     | Abbreviations and Definitions  |
| Y                             | With TO Proposal                        | 2     | Master Contractor Information Sheet  |
| Y                             | 45 days after NTP                       | 3     | Criminal Background Check Affidavit  |
| Y                             | With TO Proposal                        | 4     | Labor Classification Personnel Resume Summary (Appendix 2A and 2B)           |
| <b>Additional Submissions</b> |   |       |  |
| Applies?                      | When to Submit                          | Label | Attachment Name  |
| Y                             | 5 Business Days after recommended award | --    | Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy |
| Y                             | 5 days after recommended award          | --    | Fully executed Escrow Agreement; 1 copy                                      |
| Y                             | With deliverables                       | --    | Evidence of "Acceptance" from the TO Manager                                 |

**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number BPM023062**

**Network Managed Services**

A TO Pre-proposal conference will be held on **April 8, 2021** via Google Meetings

Please return this form by **April 2, 2021**, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Alicia Tarr  
DoIT  
E-mail: Alicia.Tarr@Maryland.gov

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the TORFP for limits to the number of attendees allowed):  
1.  
2.  
3.  
\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal conference”):

Master Contractor: \_\_\_\_\_  
*Master Contractor Name (please print or type)*

By: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

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

**Directions to the TO Pre-Proposal Conference**

A Google link will be provided by email to all interested parties who have RSVP by April 2, 2021.



**Attachment B. TO Financial Proposal Instructions & Form**

See separate Excel TO Financial Proposal Form labeled, “*Attachment B - DoIT Network Managed Services Pricing Sheet.*”

**Attachment C.      RESERVED**

**Attachment D. Minority Business Enterprise (MBE) Forms**

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # BPM023062**

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

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

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

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

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

#### OVERALL GOAL

**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 15%**

#### NO SUBGOALS

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

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

In connection with the Proposal submitted in response to Solicitation No. BPM023062, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)  
(PLEASE CHECK ONLY ONE)**

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **15% percent** and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- 0% for African American-owned MBE firms
  - 0% for Hispanic American-owned MBE firms
  - 0% for Asian American-owned MBE firms
  - 0% for Women-owned MBE firms

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

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

| <b>Prime Contractor:</b>                              | <b>Project Description:</b>          | <b>PROJECT/CONTRACT</b>  |
|---|--------------------------------------|--------------------------|
| Master Contractor Company Name, Street Address, Phone | Network Managed Services and Support | <b>NUMBER:</b> BPM023062 |

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

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

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

**SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)**

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



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

**(Continue on separate page if needed)**

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

Master Contractor:

---

Master Contractor Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## D-1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

#### I. Definitions

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

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

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

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

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

#### II. Types of Actions Agency will Consider

The Master Contractor is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Master Contractor's Good Faith Efforts when the Master Contractor fails to meet the MBE Goal(s). This list is not intended to be a

mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Proposal Items as Work for MBE Firms**

1. Identified Items of Work in Procurements

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

2. Identified Items of Work by Master Contractors

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

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements

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

2. MBE Firms Identified by Master Contractors

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

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Master Contractor should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;

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

**D. Negotiate with Interested MBE Firms**

Master Contractors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Master Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Master Contractor's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Master Contractor;
  - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Master Contractor;
  - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) number of MBE firms that the Master Contractor solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (f) number of quotes received by the Master Contractor for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Master Contractor may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Master Contractor refers to the average of the quotes received from all subcontractors. Master Contractor should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. An Master Contractor shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Master Contractor concludes is not acceptable, the Master Contractor must provide a written detailed statement listing the reasons for this conclusion. The Master Contractor also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
  - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the efforts to meet the project goal.

**E. Assisting Interested MBE Firms**

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

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

### III. Other Considerations

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

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

### IV. Documenting Good Faith Efforts

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

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

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

#### B. Outreach/Solicitation/Negotiation

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

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

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



contractor or a statement from the Master Contractor that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**D-1B - Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)  
located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. BPM023062

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

\*\*\*\*\*

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

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

\*\*\*\*\*

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

\_\_\_\_\_  
(MDOT Certification #) (Telephone #)

\*\*\*\*\*

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

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

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

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

PAGE \_\_ OF \_\_

| <b>Prime Contractor:</b>                              | <b>Project Description:</b>                 | <b>PROJECT/CONTRACT</b>  |
|---|---|--------------------------|
| Master Contractor Company Name, Street Address, Phone | <b>Network Managed Services and Support</b> | <b>NUMBER: BPM023062</b> |

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

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

Company: \_\_\_\_\_

Company Name (please print or type)

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

Signature of Authorized Representative

Printed Name:

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

Date

Address: \_\_\_\_\_

Company Address

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK MASTER CONTRACTOR MADE AVAILABLE TO MBE FIRMS**

PAGE \_\_ OF \_\_

|   |   |                          |
|---|---|--------------------------|
| <b>Prime Contractor:</b>                              | <b>Project Description:</b>                   | <b>PROJECT/CONTRACT</b>  |
| Master Contractor Company Name, Street Address, Phone | <b>Network Managed Services &amp; Support</b> | <b>NUMBER: BPM023062</b> |

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE \_\_ OF \_\_

|   |   |                          |
|---|---|--------------------------|
| <b>Prime Contractor:</b>                              | <b>Project Description:</b>                   | <b>PROJECT/CONTRACT</b>  |
| Master Contractor Company Name, Street Address, Phone | <b>Network Managed Services &amp; Support</b> | <b>NUMBER: BPM023062</b> |

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

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

Please check if Additional Sheets are attached.

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

PAGE \_\_ OF \_\_

|   |   |                          |
|---|---|--------------------------|
| <b>Prime Contractor:</b>                              | <b>Project Description:</b>                   | <b>PROJECT/CONTRACT</b>  |
| Master Contractor Company Name, Street Address, Phone | <b>Network Managed Services &amp; Support</b> | <b>NUMBER: BPM023062</b> |

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

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

Please check if Additional Sheets are attached.

**D- 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Proposal submitted in response to Solicitation No. BPM023062, I state the following:

1. Master Contractor identified subcontracting opportunities in these specific work categories:

---

---

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

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

---

---

---

4. **Please Check One:**

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

---

---

---

5. **Please Check One:**

- Master Contractor did attend the pre-proposal conference.
- No pre -proposal meeting/conference was held.
- Master Contractor did not attend the pre-proposal conference.



PLEASE PRINT OR TYPE

Company:

\_\_\_\_\_  
Company Name (please print or type)

By:

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name:

\_\_\_\_\_  
Printed Name

Title:

\_\_\_\_\_  
Title

Date:

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
Company Address

**D-3A**  
**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

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

Provided that \_\_\_\_\_ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. BPM023062, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor’s Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following goods and services for the Contract:

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

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

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

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

**D-3B**  
**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

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

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

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

**MBE Prime Contractor**

Company: \_\_\_\_\_

Company Name (please print or type)

FEIN: \_\_\_\_\_

Federal Identification Number

Address: \_\_\_\_\_

Company Address

Phone: \_\_\_\_\_

Phone

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

Printed Name

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

---

Title

By:

---

Signature of Authorized Representative

Date:

---

Date

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

|  |                  |  |  |                  |               |
|--|------------------|--|--|------------------|---------------|
| Report #:  |                  | Contract #: BPM023062                                  |  |                  |               |
| Reporting Period (Month/Year):   |                  | Contracting Unit: Department of Information Technology |  |                  |               |
| <b>Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b><br><b>Note: Please number reports in sequence</b> |                  | Contract Amount:                                       |  |                  |               |
|  |                  | MBE Subcontract Amt:                                   |  |                  |               |
|  |                  | Project Begin Date:                                    |  |                  |               |
|  |                  | Project End Date:                                      |  |                  |               |
| Prime Contractor:  |                  | Contact Person:  |  |                  |               |
| Address:   |                  |  |  |                  |               |
| City:  |                  | State:   |  | ZIP:             |               |
| Phone:   |                  | FAX:   |  | E-mail:          |               |
| MBE Subcontractor Name:  |                  |  | Contact Person:  |                  |               |
| Phone:   |                  | FAX:   |  | E-mail:          |               |
| Subcontractor Services Provided:   |                  |  |  |                  |               |
| <b>List all payments made to MBE subcontractor named above during this reporting period:</b>   |                  |  | <b>List dates and amounts of any outstanding invoices:</b> |                  |               |
|  | <b>Invoice #</b> | <b>Amount</b>  |  | <b>Invoice #</b> | <b>Amount</b> |
| 1.   |                  |  | 1.   |                  |               |
| 2.   |                  |  | 2.   |                  |               |
| 3.   |                  |  | 3.   |                  |               |
| 4.   |                  |  | 4.   |                  |               |
| <b>Total Dollars Paid: \$</b>  |                  |  | <b>Total Dollars Unpaid: \$</b>                            |                  |               |

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

Denis Mcelligott  
\_\_\_\_\_  
TO Manager

100 Community Place  
\_\_\_\_\_  
Address  
[denis.mcelligott@maryland.gov](mailto:denis.mcelligott@maryland.gov)  
\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature (Required)

Department of Information Technology  
\_\_\_\_\_  
Contracting Unit

Crownsville MD 21032  
\_\_\_\_\_  
City, State Zip  
(410) 697-9394  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

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

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

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

Denis Mcelligott  
 \_\_\_\_\_  
 TO Manager  
 100 Community Place  
 \_\_\_\_\_  
 Address  
[denis.mcelligott@maryland.gov](mailto:denis.mcelligott@maryland.gov)  
 \_\_\_\_\_  
 Email  
 \_\_\_\_\_  
 Signature (Required)

Department of Information Technology  
 \_\_\_\_\_  
 Contracting Unit  
 Crownsville MD 21032  
 \_\_\_\_\_  
 City, State Zip  
 (410) 697-9394  
 \_\_\_\_\_  
 Phone Number  
 \_\_\_\_\_  
 Date



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

|  |                       |  |  |                       |             |
|--|-----------------------|--|--|-----------------------|-------------|
| Report #:  |                       | Contract #: BPM023062                                  |  |                       |             |
| Reporting Period (Month/Year):   |                       | Contracting Unit: Department of Information Technology |  |                       |             |
| <b>Report is due by the 15th of the month following the month the services were performed.</b>   |                       | MBE Subcontract Amt:                                   |  |                       |             |
|  |                       | Project Begin Date:                                    |  |                       |             |
|  |                       | Project End Date:                                      |  |                       |             |
|  |                       | Services Provided:                                     |  |                       |             |
| MBE Subcontractor Name:  |                       |  |  |                       |             |
| MDOT Certification #:  |                       |  |  |                       |             |
| Contact Person:  |                       |  |  |                       |             |
| Address:   |                       |  |  |                       |             |
| City:  |                       | State:   |  | ZIP:                  |             |
| Phone:   |                       | FAX:   |  | E-mail:               |             |
| <b>Subcontractor Services Provided:</b>  |                       |  |  |                       |             |
| <b>List all payments received from Prime Contractor during reporting period indicated above.</b> |                       |  | <b>List dates and amounts of any unpaid invoices over 30 days old.</b> |                       |             |
|  | <b>Invoice Amount</b> | <b>Date</b>  |  | <b>Invoice Amount</b> | <b>Date</b> |
| 1.   |                       |  | 1.   |                       |             |
| 2.   |                       |  | 2.   |                       |             |
| 3.   |                       |  | 3.   |                       |             |
| 4.   |                       |  | 4.   |                       |             |
| <b>Total Dollars Paid: \$</b>  |                       |  | <b>Total Dollars Unpaid: \$</b>  |                       |             |
| Prime Contractor:  |                       |  | Contract Person:   |                       |             |

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

Denis Mcelligott  
\_\_\_\_\_  
TO Manager  
100 Community Place  
\_\_\_\_\_  
Address  
[denis.mcelligott@maryland.gov](mailto:denis.mcelligott@maryland.gov)  
\_\_\_\_\_  
Email  
\_\_\_\_\_  
Signature (Required)

Department of Information Technology  
\_\_\_\_\_  
Contracting Unit  
Crownsville MD 21032  
\_\_\_\_\_  
City, State Zip  
(410) 697-9394  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Date

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

**E-1  
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule**

**(submit with Proposal)**

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

In conjunction with the Proposal submitted in response to Solicitation No. BPM023062, I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of **2%**. Therefore, I will not be seeking a waiver.

**OR**

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

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

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

**E-1 VSBE Subcontractor Participation Schedule**

|  |   |                          |
|--|---|--------------------------|
| <b>Prime Contractor:</b><br>Master Contractor Company<br>Name, Street Address, Phone | <b>Network Managed Services<br/>&amp; Support</b> | <b>NUMBER: BPM023062</b> |
|--|---|--------------------------|

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

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

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

Continue on a separate page, if needed.

**SUMMARY**

**TOTAL VSBE Participation: 2 %**

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

PLEASE PRINT OR TYPE

Company: \_\_\_\_\_  
*Company Name (please print or type)*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

Address: \_\_\_\_\_  
*Company Address*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

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

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

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Veteran-owned firm)

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. BPM023062

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

\*\*\*\*\*

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

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

\*\*\*\*\*

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

\_\_\_\_\_  
(USDVA #) (Telephone #)

\*\*\*\*\*

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

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

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

**E-2**  
**VSBE Subcontractor Participation Statement**

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

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

|   |  |
|---|--|
| Prime Contractor (Firm Name, Address, Phone): | Project Description: <b>Network Managed Services &amp; Support</b> |
| Project Number: <b>BPM023062</b>              | Total Contract Amount: \$  |
| Name of Veteran-Owned Firm:                   | DUNS Number:   |
| Address:                                      | FEIN:  |
| Work to Be Performed:                         |  |
| Percentage of Total Contract Amount:          | Total Subcontract Amount: \$                                       |

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

**Prime Contractor**

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Printed Title*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

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

**Subcontractor**

Printed Name: \_\_\_\_\_  
*Printed Name*

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

By: \_\_\_\_\_  
*Signature of Authorized Representative*

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

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

|   |  |
|---|--|
| Report #:   | Contract #: BPM023062                                  |
| Reporting Period (Month/Year):  | Contracting Unit: Department of Information Technology |
| <b>Prime Contractor: Report is due to the TO Manager by the 15th of the month following the month the services were provided.<br/>Note: Please number reports in sequence</b> | Contract Amount:                                       |
|   | VSBE Subcontract Amt:                                  |
|   | Project Begin Date:                                    |
|   | Project End Date:                                      |
|   | Services Provided:                                     |

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

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

\_\_\_\_\_  
 Denis Mcelligott  
 TO Manager  
 \_\_\_\_\_  
 100 Community Place  
 Address  
 \_\_\_\_\_  
[denis.mcelligott@maryland.gov](mailto:denis.mcelligott@maryland.gov)  
 Email

\_\_\_\_\_  
 Department of Information Technology  
 Contracting Unit  
 \_\_\_\_\_  
 Crownsville MD 21032  
 City, State Zip  
 \_\_\_\_\_  
 (410) 697-9394  
 Phone Number

\_\_\_\_\_  
 Contractor Signature (Required)

\_\_\_\_\_  
 Date

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

|   |  |
|---|--|
| Report #:   | Contract #: BPM023062                                  |
| Reporting Period (Month/Year):  | Contracting Unit: Department of Information Technology |
| Report is due by the 15th of the month following the month the services were performed. | VSBE Subcontract Amt:                                  |
|   | Project Begin Date:                                    |
|   | Project End Date:                                      |
|   | Services Provided:                                     |

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

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

Denis Mcelligott  
TO Manager  
100 Community Place  
Address  
denis.mcelligott@maryland.gov  
Email

Department of Information Technology  
Contracting Unit  
Crownsville MD 21032  
City, State Zip  
(410) 697-9394  
Phone Number

\_\_\_\_\_  
Subcontractor Signature (Required)

\_\_\_\_\_  
Date

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

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must



comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

**F-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. BPM023062

Name of Contractor:

Address:

**If the Contract Is Exempt from the Living Wage Law**

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

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

**If the Contract Is a Living Wage Contract**

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

B. \_\_\_\_\_ (initial here if applicable) The Master Contractor affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative : \_\_\_\_\_ Date: \_\_\_\_\_

Title:

Witness Name (Typed or Printed) \_\_\_\_\_

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

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**Attachment G. Federal Funds Attachments**

This solicitation does not include a Federal Funds Attachment.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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

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

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

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

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

(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment I. Non-Disclosure Agreement (TO Contractor)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Information Technology ) (the “DoIT”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Network Managed Services and Support Solicitation # BPM023062; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. The TO Contractor shall, at its own expense, return to the DoIT all Confidential Information in its care, custody, control or possession upon request of the DoIT or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
  - f. The Recitals are not merely prefatory but are an integral part hereof; and
  - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

SIGNATURES ON NEXT PAGE

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

TO Contractor:  
\_\_\_\_\_  
By:  
(seal)  
\_\_\_\_\_  
Printed Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

DoIT  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Printed Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_





**I-3 NON-DISCLOSURE AGREEMENT**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“TO Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

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

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Information Technology ) (the “DoIT”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Network Managed Services and Support Solicitation # BPM023062; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who: (a) have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement, (b) to whom it has advised of the terms of this Agreement, and (c) who have agreed in writing to be bound by the terms of this Agreement. TO Contractor shall cause the TO Contractor’s Personnel to whom Confidential Information is disclosed to comply with the terms of this Agreement, and it shall be responsible for such compliance and fully liable for any failure to comply.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or who will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the DoIT all Confidential Information in its care, custody, control or possession upon request of the DoIT or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
  - f. The Recitals are not merely prefatory but are an integral part hereof; and
  - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

SIGNATURES ON NEXT PAGE

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

TO Contractor: \_\_\_\_\_

DoIT

By: \_\_\_\_\_ (SEAL)

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

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

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

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

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

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

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

**Attachment J. HIPAA Business Associate Agreement**

**J-1 BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made by and between the Department of Information Technology (the “DoIT”) and (Master Contractor Company Name) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

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

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

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

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

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

**I. DEFINITIONS.**

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
  - 1. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Master Contractor Company Name).
  - 2. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Department of Information Technology .
  - 3. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

4. **Protected Health Information (“PHI”).** Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

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

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

## III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
  - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
  - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
  - c. Is in substantially the same form as **ATTACHMENT J-1** attached hereto; and
  - d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
    - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
    - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
    - iv. A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and
    - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
  - e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
  - f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
  - g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
  - h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;



- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the TO Agreement entered into following the solicitation for Network Managed Services and Support, Solicitation # BPM023062, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
  1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

#### **V. CONSIDERATION**



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

**VI. REMEDIES IN EVENT OF BREACH**

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

**VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

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

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

**IX. COMPLIANCE WITH STATE LAW**

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

**X. MISCELLANEOUS**

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

**\*\*Insert the name and contact information of the HIPAA contact person within the Agency or appropriate covered health care entity\*\***

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

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

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

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

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

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

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

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

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

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

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

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

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

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between Department of Information Technology and \_\_\_\_\_ (Business Associate).

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

Description of the breach:

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

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

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

Number of individuals affected by the breach: \_\_\_\_\_

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

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

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

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

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

Contact information to ask questions or learn additional information:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Attachment K. Mercury Affidavit**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**Attachment L. Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

**Attachment M. Task Order**

CATS+ TORFP# BPM023062 OF  
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means Department of Information Technology , as identified in the CATS+ TORFP # BPM023062.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # BPM023062, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means <<TO Procurement Officer>>. The DoIT may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Denis Mcelligott. The DoIT may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,  
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the <<xxth (xxth)>> anniversary thereof. **\*\*if option periods exist add: \*\*** At the sole option of the State, this TO Agreement may be extended for <<optionPeriods>> periods for a total TO Agreement period ending on Month, Day, Year.

### 4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the DoIT 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.

### 5. MBE Liquidated Damages

A. The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties

further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

- B. Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$<<insert value>> per day until the monthly report is submitted as required.
  - ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$<<insert value>> per MBE subcontractor.
  - iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
  - iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
6. Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

SIGNATURES ON NEXT PAGE



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, DoIT

\_\_\_\_\_  
By: Denis Mcelligott, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

**Attachment N.      RESERVED**

**Attachment O.      RESERVED**

**Attachment P. Certification Regarding Investments in Iran**

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

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

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

**The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)**

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

## Appendix 1. – Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Department of Information Technology or (DoIT) – the issuing agency.
- H. Effective Date - The date of mutual TO Agreement execution by the parties
- I. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- J. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- K. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- L. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- M. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- N. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- O. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- P. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- Q. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- R. Master Contractor – A Master Contractor that submits a Proposal in response to this TORFP.
- S. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- T. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- U. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- V. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- W. Sensitive Data - Means PII, PHI, other proprietary or confidential data as defined by the State, including but not limited to: “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- X. Service Level Agreement (SLA) - Commitment by the TO Contractor to the DoIT that defines the performance standards the TO Contractor is obligated to meet.
- Y. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- Z. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- AA. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document

- BB. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- CC. State – The State of Maryland.
- DD. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- EE. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- FF. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
  - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
  - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  - 7) Operating procedures
- GG. Task Order (TO) – The scope of work described in this TORFP.
- HH. TO Agreement - The contract awarded to the successful Master Contractor pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- II. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- JJ. TO Proposal – As appropriate, either or both of an Master Contractor’s TO Technical or TO Financial Proposal.
- KK. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- LL. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,

- 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 10) were specifically identified and listed as Third Party Software in the Proposal.
- MM. Total Proposal Price - The Master Contractor's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- NN. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- OO. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- PP. Work Order – A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.



**Appendix 2. – Master Contractor Information Sheet**

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

**Appendix 3. Criminal Background Check Affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order Network Managed Services and Support, BPM023062 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 4 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

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

**Qualification Summary** shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

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

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

**APPENDIX 4A - MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # BPM023062

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

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

|  |  |                       |    |                       |  |  |  |                            |  |  |
|--|--|-----------------------|----|-----------------------|--|--|--|----------------------------|--|--|
| Proposed Individual's Name and Company/SubContractor:  | List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B   |                       |    |                       |  |  |  |                            |  |  |
| <b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>   |  |                       |    |                       |  |  |  |                            |  |  |
| Education:<br>Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category  | (Identify school or institution Name; Address; Degree obtained and dates attended.)  |                       |    |                       |  |  |  |                            |  |  |
| Generalized Experience:<br>Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category<br>Provide dates in the format of MM/YY to MM/YY | (Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)<br><table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form Appendix 2B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </table> | FROM                  | TO | Job Title and Company |  |  |  | Match to Form Appendix 2B: | <insert cross-reference(s) to the full description on Form 5B> |  |
| FROM   | TO   | Job Title and Company |    |                       |  |  |  |                            |  |  |
|  |  |                       |    |                       |  |  |  |                            |  |  |
| Match to Form Appendix 2B:   | <insert cross-reference(s) to the full description on Form 5B>   |                       |    |                       |  |  |  |                            |  |  |
| Specialized Experience:<br>Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category<br>Provide dates in the format of MM/YY to MM/YY | (Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)<br><table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form Appendix 2B</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </table>     | FROM                  | TO | Job Title and Company |  |  |  | Match to Form Appendix 2B  | <insert cross-reference to the full description on Form 5B>    |  |
| FROM   | TO   | Job Title and Company |    |                       |  |  |  |                            |  |  |
|  |  |                       |    |                       |  |  |  |                            |  |  |
| Match to Form Appendix 2B  | <insert cross-reference to the full description on Form 5B>  |                       |    |                       |  |  |  |                            |  |  |
| TORFP Additional Requirements<br>Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.<br><br>Provide dates in the format of MM/YY to MM/YY                |  |                       |    |                       |  |  |  |                            |  |  |

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor  
Representative:**

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX 4B - Labor Classification Personnel Resume Summary

TORFP # BPM023062

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

Candidate Name:

TO Contractor: (Master Contractor Company Name)

**Education / Training**

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

**Relevant Work Experience**

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

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

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

<add lines as needed>

**Employment History**

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)  
\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

**References**

List persons the State may contact as employment references

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

|                                    |  |  |  |
|------------------------------------|--|--|--|
| <b>&lt;add lines as needed&gt;</b> |  |  |  |
|------------------------------------|--|--|--|

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

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

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

**TO Contractor Representative:**

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign each Form**

## Appendix 5 - Non-Disclosure Agreement (Master Contractor)

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as "the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP # **BPM023062** for **Network Managed Services and Support**. In order for the MASTER CONTRACTOR to submit a TO Technical Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the MASTER CONTRACTOR agrees as follows:

1. Master contractor will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Technical Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to Alicia Tarr, DoIT on or before the due date for Proposals.
4. MASTER CONTRACTOR 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 MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASTER CONTRACTOR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

Master Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature/Seal*

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_