



**CONSULTING AND TECHNICAL SERVICES II (CATS II)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)  
NETWORK MANAGED SERVICES & SUPPORT  
DEPARTMENT OF INFORMATION TECHNOLOGY**

**CATS II TORFP PROJECT F50B9200037**

**Issue Date: October 21, 2009**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP NAME:</b>	NETWORK MANAGED SERVICES AND SUPPORT
<b>FUNCTIONAL AREA:</b>	Functional Area 6 Systems/Facility Management and Maintenance
<b>TORFP ISSUE DATE:</b>	10/21/2009
<b>Closing Date and Time:</b>	11/30/2009 at 2:00 PM
<b>TORFP Issuing Office:</b>	Department of Information Technology 45 Calvert Street Annapolis, MD 21401
<b>Questions and Proposals are to be sent to:</b>	Sue Howells Sue.howells@doit.state.md.us
<b>TO Procurement Officer:</b>	Sue Howells Office Phone Number: 410-260-7191 Email: Sue.Howells@doit.state.md.us
<b>TO Manager:</b>	Gregory Urban Office Phone Number: 410-260-7279 Email: gregory.urban@doit.state.md.us
<b>Project Number:</b>	F50B9200037
<b>TO Type:</b>	Combination of Fixed Price and Time and Materials
<b>Period of Performance:</b>	Notice to Proceed until May 31, 2014 (4 Years and 4 Months)
<b>MBE Goal:</b>	25% percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	TO Contractor's location and 45 Calvert Street, Annapolis, MD
<b>State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:</b>	The TO Contractor will be provided working space at 45 Calvert Street, Annapolis, Maryland. The following equipment will be provided for a maximum of 3 employees of the TO Contractor: <ul style="list-style-type: none"> <li>• Desk and chair</li> </ul>

	<ul style="list-style-type: none"> <li>• Phone</li> <li>• Access to office printers</li> <li>• Access to a meeting room with whiteboards and supplies for conducting facilitated sessions</li> </ul> <p>Any parking fees are at the TO Contractor's expense.</p>
<b>TO Pre-Proposal Conference:</b>	<p>Department of Information Technology  45 Calvert Street  Conference Room 164  Annapolis, MD 21401  11/2/2009 at 2:00 PM  See Attachment 6 for directions.</p>

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Department of Information Technology's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in either MS Word or PDF format. The "subject" line in the e-mail submission shall state the TORFP #F50B9200037. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # F50B9200037 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #F50B9200037 Financial". The following proposal documents must be submitted with required signatures as PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment I – Living Wage Affidavit (see CATS II RFP)

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

## 1.6 CONFLICT OF INTEREST

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

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

## 1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Department of Information Technology's Procurement Office, 45 Calvert Street. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 8.

## 1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27(C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

## 1.10 ABBREVIATIONS and DEFINITIONS

**ATM:** Asynchronous Transfer Mode.

**Accounting Management:** Accounting Management is the monitoring of the network resource usage, including hardware, circuits, etc, both in summary and per subscriber.

**Asset Management:** Asset management, at minimum, requires the following:

- a physical inventory of all hardware and software assets
- ability to identify and relocate equipment as necessary
- asset reporting

- ability to identify missing and obsolete assets
- ability to maintain inventory of existing service agreements, warranties and licenses and use that information to remain compliant with terms and conditions of licenses
- integration with configuration management system to track all activities and transactions affecting the assets

**BGP:** Border Gateway Protocol.

**CPE:** Subscriber Premise Equipment.

**DNS:** Domain Name Service.

**DS-3:** Digital Service Level Three (45Mbps).

**DWDM:** Dense Wave Division Multiplexing.

**Fault Management:** The detection of a problem, fault isolation and correction to normal operation to include reactive device, agent and port monitoring. It includes call management services, incident management services, and escalation management.

**IDS/IDP:** Intrusion Detection System / Intrusion Detection and Prevention.

**ISO/OSI Network Reference Model:** The International Standards Organization's Open System Interconnect (ISO/OSI) model. A standard model for networking protocols and distributed applications, defining seven network layers

**ITIL:** The Information Technology Infrastructure Library methodology and framework of best practices.

**LAN:** Local Area Network.

**LATA:** Local Access and Transport Area, a term in the U.S. for a geographic area covered by one or more local telephone companies, which are legally referred to as local exchange carriers (LECs).

**LEC:** Local Exchange Carrier

**Local Time:** Time in the Eastern Time Zone as observed by the State.

**MAN:** Metropolitan Area Network.

**MPLS:** Multiprotocol Label Switching.

**Network Layer:** The network layer, as defined in the ISO/OSI network reference model, is concerned with the path through the network. It is responsible for routing, switching, and controlling information flow between source and destination points.

**Network Termination Unit (NTU):** A Network Termination Unit is a device located at the final interconnect point between the Public Switched Telephone Network (PSTN) and a subscriber's equipment.

**NNI:** Network to Network Interface.

**PE:** Provider Edge.

**Performance Management:** Live device, metric graphs, weekly service reports, configurable threshold monitoring, notification and event reporting.

**PNNI:** Private Network-to-Network Interface. PNNI is a link-state routing protocol for ATM networks that automatically finds paths in the network using neighbor discovery techniques and then assists in setting up SVCs (switched virtual circuits) between end systems. PNNI is both a signaling and routing protocol.



**POP:** Point of Presence. A location that contains networkMaryland™ equipment. POPs are broken into the following categories:

- Backbone Node
- Hosting Center
- Multi-Service Node
- Edge Node
- Ethernet Everywhere Nodes
- Repeater Sites

**PVC:** Permanent Virtual Circuit.

**SAN:** Storage Area Network

**Security Management:** Security management requires maintaining effective safeguards to protect the integrity of the network. Security management is defined at minimum as adherence to the State Data Security Policy, password protection and maintenance, and physical equipment security.

**SMTP:** Simple Mail Transfer Protocol

**Subscriber Aggregation Circuit:** Subscribers that are not directly connected to networkMaryland™ via State owned assets (fiber, microwave, etc) connect via leased telecommunications “tail-circuits”. These circuits are aggregated at the LEC’s Central Office and delivered to networkMaryland™ in a single, larger Subscriber Aggregation Circuit.

**UPS:** Uninterruptible Power Supply

**VPN:** Virtual Private Network

**WAN:** Wide Area Network. A geographically dispersed telecommunications network. The term distinguishes a broader telecommunication structure from a LAN or a MAN.

**Work Order (WO):** The document by which the contractor receives the formal permission to perform all time and materials (T&M) work as determined by the TO Manager. The contractor shall not proceed with any work until after receipt of a Notice to Proceed from the Procurement Officer or TO Manager.

## SECTION 2 - SCOPE OF WORK

### 2.1 BACKGROUND, OBJECTIVE, AND ORGANIZATIONAL STRUCTURE

#### 2.1.1 Background

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

NetworkMaryland™ is Maryland's private, statewide, facilities-based high speed data network with at least one POP in each of the 24 jurisdictions in the State of Maryland. Connectivity among the networkMaryland™ POPs is accomplished via State-owned and managed fiber, State-owned and managed microwave radio, and leased circuits. In areas where high densities of networkMaryland™ subscribers are located, MANs have been built, primarily using fiber optics, to connect subscribers to the local networkMaryland™ POP.

NetworkMaryland™ provides three primary services to its subscribers: access to the Internet (ISP Service), access to and management of a private, routed statewide intranet (SWGI); and private network services among subscriber locations akin to leased line services available from common carriers (Layer 2 services). NetworkMaryland™ provides three secondary services to its subscribers: Private IP Networks (VPRN), Managed CPE services, and consulting services. In addition, networkMaryland™ provides ancillary services such as VPN access to the network, directory services including the DNS, and mail relay services via SMTP.

#### 2.1.2 Objective

The objective of this TORFP is to obtain the services of a TO Contractor for the management, operations and maintenance support of DoIT's operational responsibilities, focusing primarily on networkMaryland™ current and future enterprise network and the production network of DoIT's Web Systems Division, including the MARYLAND.GOV hosting environment. This scope of the TO Agreement encompasses the following areas:

- Physical layer (fiber and microwave)
- Telecommunications circuits (private and carrier provided circuits; T1, DS3 and OC3)
- Internet Service Providers
- The networkMaryland™ service provider network (routers, switches, optical transmission equipment, VPN)
- The MARYLAND.GOV web hosting environment (servers, virtual servers, SANs, disk/tape backups, load balancers, firewalls)
- Network Management Systems (HP Openview, Cisco ACS, DNS, Dorado Red Cell, Kiwi SysLog, OSP Insight)

DoIT equipment is located in POPs throughout the state. POPs are broken into the following categories:

#### **Backbone Node**

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 (FRASI and Ethernet Everywhere). ISP peering locations are also Backbone Nodes.

## **Hosting Center**

Hosting centers contain servers managed by DoIT and by agencies. Hosting centers include network management servers for networkMaryland™. Typical deployments at Hosting Centers include dedicated Ethernet switching infrastructure (either large chassis-based switches or stackable switches), two load balancers, and two firewalls.

## **Multi-Service Node**

Multi-service nodes provide services to multiple subscribers using a one or two devices, demarcated by an MPLS router or an ATM switch, using a metro-Ethernet switch for customer hand-offs. Multi Edge-service Nodes may have one or more connections back to the core network. These connections may be of any type (State fiber, State microwave, leased circuit, Verizon Ethernet)

## **Edge Node**

Edge nodes provide services to one or two subscribers, demarcated by an MPLS router, an ATM switch, or a metro-Ethernet switch for customer hand-offs. Multi-service Nodes may have one or more connections back to the core network. These connections may be of any type (State fiber, State microwave, leased circuit, Verizon Ethernet)

## **Ethernet Everywhere Nodes**

Ethernet Everywhere locations are simplified edge nodes, usually serving a single subscriber. Typical deployment in an Ethernet Everywhere node is a network termination device or a media converter, such as an Overture ISG140, ISG180, or ISG45.

## **Repeater Sites**

Repeater sites are locations that primarily re-generate optical or microwave signals. Customer hand-offs rarely occur at these locations, although it is possible that exceptions to this rule exist. Repeater sites will generally have SONET and/or DWDM hardware.

### **2.1.3 Organizational Structure**

DoIT is comprised of six divisions. Work under this contract may support four of these divisions (Enterprise Information Services, Networks, Web Systems, and Application Systems Management).

## **2.2 OPERATING ENVIRONMENT**

The “Confidential Network Inventory Document”, a comprehensive technical description of the networkMaryland™ core, the State-operated MANs, and MARYLAND.GOV portal environment including network configuration, components, and component configurations will be distributed electronically to Master Contractors that request this information through a request to the TO Procurement Officer, see TORFP Section 1.7.

## **2.3 WORK REQUIREMENTS**

The State requires management, operations, and maintenance support of networkMaryland™ and DoIT’s Web systems, including the all networkMaryland™ POPs and MANs, as well as any future POPs and/or MANs established as part of networkMaryland™ during the term of the TO Agreement. In addition, the State requires services such as sustaining engineering and provisioning support for networkMaryland™.

For the purposes of this TORFP, the TO Contractor shall support DoIT’s organizational service model based on the ITIL methodology and framework of best practices at:

<http://www.itlibrary.org>.

The TO Contactor may utilize any and all labor classifications available under the Master contract for any and all work orders under the TO Agreement.

The TO Contractor shall perform the following major tasks and subtasks (See due dates set forth in TORFP Section 2.5) listed below:

### **2.3.1 Startup and Transition Planning**

#### **2.3.1.1 Establish a startup transition plan.**

The State has planned for a 60 business-day transition period to complete verification and transition of all data and processes. The TO Contractor shall develop a plan for transitioning all network management, operations and maintenance activities from the incumbent to the TO Contractor in accordance with the schedule in TORFP Section 2.5. 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 should include the identification of all tasks, assumptions, clear delineation of responsibilities, level of effort to complete each task, timelines for task completion, and the labor categories required to perform the work.

At the kick-off meeting, an NTP will be issued to implement the transition. The TO Contractor shall be provided with the incumbents' completion transition plan. The TO Contractor shall use this as the basis for the development of the final startup transition plan.

The TO Contractor shall submit the final transition plan following the issuance of the NTP for transition. Upon acceptance of the plan, the plan is to be implemented in accordance with the timeframe specified in the Contractor's final transition plan.

The TO Contractor shall provide a transition solution that includes a project plan to address the following:

- 1) Staffing of the transition team;
- 2) Communications plan between the TO Contractor, incumbent contractors and DoIT;
- 3) Transfer of system access from the incumbent(s) to the TO Contractor staff;
- 4) Transfer of knowledge from the incumbent(s) to the TO Contractor staff regarding networkMaryland™ enterprise network and MARYLAND.GOV's environment;
- 5) Establishing working knowledge of practices and processes in support of and maintenance of networkMaryland™ and MARYLAND.GOV's network;
- 6) Establishing working knowledge of all the systems, tools and documentation in support of the operation of the networkMaryland™ and DoIT's Web Systems;
- 7) Creating a permanent remote access solution to manage the DoIT assets;
- 8) Establishing a 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 such as Cisco (CCO));
- 10) Completion of tasks in progress, unfinished projects and work plan items;
- 11) Transfer of management of DoIT Network Management Systems;
- 12) Importing existing data and database schema from existing inventory database, provisioning database and billing reports;
- 13) Performance reporting, capacity planning and bandwidth utilization;

- 14) Operational readiness;
- 15) Demonstration of team readiness for maintenance and support;
- 16) NOC transition and training;
- 17) Transfer of assets from incumbent's warehouse to the TO Contractor;
- 18) Password transition;
- 19) Status reporting and meetings; and
- 20) Other matters deemed important for the transition phase.

### **2.3.1.2 Establish, review and verify documented policies and procedures**

The TO Contractor shall establish a documented set of policies and procedures for the following areas under the TO agreement:

- Network monitoring, operations, and maintenance, including problem tracking, resolution, and post-incident analysis activities (Root Cause Analysis – RCA)

The TO Contractor shall review and validate the current set of policies and procedures governing all work to be performed under this TO Agreement. The documentation will include, at a minimum, the following:

- Change Control
- Password Policy
- Help Desk Procedures
- Network Troubleshooting Procedures
- Performance Plan for networkMaryland™
- Standard Incident and Security Response Procedures
- Procedure for Backup of KiwiSysLog Server
- ATM Addressing Policy
- Internet Routing Policy
- SWGI Routing Policy
- networkMaryland™ Infrastructure Device Naming Standard
- Escalation Procedure
- Facility Access Procedure
- Workflow for Request Submittals
- Asset Tracking Procedure

### **2.3.1.3 Establish a baseline for network configuration, performance and capacity**

The TO Contractor shall validate network configuration and 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, including but not limited to: circuit utilization and latency measurements for backbone circuits and subscriber aggregation circuits; and CPU and memory utilization of routers and switches;
- 2) Validate that all network components are able to be properly monitored and managed via either the State or vendor-supplied infrastructure. Those that are not shall be clearly identified;
- 3) Validate existing configuration diagrams, including both physical and logical network topologies; and

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

The TO Contractor shall collect data for the baseline during transition that will be utilized throughout the duration of the contract for performance and capacity management using a real-time data collection software tool. The tool shall provide 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;
- 5) Capture performance and capacity measurements for all components of the network, including but not limited to:
  - a) Percentage utilization on all interfaces by receive and transmit;
  - b) Interface details (Admin and Operational status, current traffic, last status change, interface and configured bandwidth, MAC address, interface type, packets per second, average packet size, mtu );
  - c) Min/Max/Average bps In/Out;
  - d) Line chart of percent utilization;
  - e) In/Out Errors and discards;
  - f) Total Bytes Transferred; and
  - g) Min/Max/Average packet In/Out.

#### **2.3.1.4 Establish an Inventory Database**

The TO contractor shall create an inventory database containing all DoIT assets applicable to the TO. This includes all equipment in production (tagged and untagged), in the TO Contractor's warehouse, spares and lab equipment. DoIT shall have access to the database remotely, and shall have the ability to add/edit/delete records, sort, search and print records. Data will be provided initially via a delimited file.

#### **2.3.2 Management, Operations, and Maintenance Support**

Provide management, operations, and maintenance support of the statewide high-speed network from the physical layer through the application layer as defined by the ISO/OSI network reference model. This includes the staffing and operation of a Network Operations Center which will facilitate centralized business processes.

##### **2.3.2.1 Network Maintenance and Operations Management Services**

The State requires 24x7x365 hardware maintenance and 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 Web Systems and networkMaryland™ equipment located at the UMCP data center, networkMaryland™ equipment located at 6 St. Paul data center, equipment at all networkMaryland™ POPs (Confidential Network Inventory), State-owned fiber optic cables and microwave equipment, Internet Service Providers, and leased line circuits. This section includes all changes to configuration and software version changes (i.e. IOS/JUNOS version changes) with the exception of changes required to provision/de-provision subscriber services to networkMaryland™ for all in-scope devices. This section also includes changes to hardware configurations (adding and deleting modules/components) for all in-scope devices. Provisioning services are covered in TORFP Section 2.3.4.

***Network maintenance and support includes but is not limited to:***

- (a) Maintenance, preventative and break/fix activities, of routers, switches, SONET equipment, media converters, multiplexers, modems, and other network hardware as required;
- (b) Maintenance, preventative and break/fix activities, of wireless transmission equipment, including radios, dishes, wave guide, and other associated components;
- (c) Maintenance of telecommunications racks, computer cabinets, wire/cable management systems and other data center equipment;
- (d) Maintenance, preventative and break/fix activities, of firewalls, load balancers, servers, SAN, disk/tape backup systems; and
- (e) Maintenance of fiber, including fiber locates and fiber testing.

Fiber installation, break/fix, and splicing will be performed on a Time and Material basis as part of TORFP Section 2.3.3.

***Operations Management support includes but is not limited to:***

- (a) Configuration for the hardware in-scope within this TORFP (routers, switches, firewalls, SONET, etc.);
- (b) Map editing to build and maintain customized network maps such as physical and logical (routing) maps;
- (c) Recommendations and suggestions for improvements or changes in processes and procedures that yield more efficient network management and performance;
- (d) Performance improvement and traffic management configuration changes;
- (e) Network hardware and software IMACS (moves, adds, changes):
  - 1) Configuration of routers, switches, SONET equipment, media converters, and other network hardware as required; and
  - 2) Configuration of firewalls, load balancers, servers and other computing devices as required.
- (f) Facilities and infrastructure support:
  - 1) Coordination of site visits with subscribers and other contractors as required to maintain equipment; and
  - 2) Connection of equipment to leased circuits provided by the telecommunications providers.
- (g) Traffic engineering;
- (h) Growth analysis;
- (i) Network security analysis;
- (j) Migration and expansion strategies; and
- (k) Capacity planning.

***Network Management Systems support includes but is not limited to:***

- (a) Configuration management for the production hardware within the scope of this TORFP (routers, switches, firewalls, SONET, etc.);
- (b) Monitoring of all the networkMaryland™ circuits, including subscriber aggregation circuits, to include the ability to report on bandwidth utilization and availability;
- (c) Monitoring of all the DoIT's web systems network infrastructure, including routers, switches, firewalls, and load balancers;
- (d) 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”;

- (e) Maintain the provisioning database that records all subscriber circuit provisioning data. DoIT access should include the ability to add, edit/modify, and delete circuit records, search, sort and print;
- (f) Maintain the inventory database containing all DoIT assets applicable to the TO. This includes all equipment in production (tagged and untagged), in the warehouse, spares and lab equipment. DoIT remote access should include the ability to add/edit/delete records, sort, search and print records. Data will be provided initially to the TO Contractor in a delineated file;
- (g) Maintain 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
- (h) Maintenance of servers, including the existing State network management systems (Confidential Network Inventory):
  - a. Maintain appropriate version of software, including applying patches and bug fixes, according to the software licenses owned by DoIT;
  - b. Maintain the hardware including break/fix, hardware upgrades (memory, disk, etc.), operating system patches and bug fixes, firmware updates, and any other work required to keep the system and related services available.
- (i) 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 maintains manufacturer’s support, to support required feature sets or as directed by DoIT.

### **2.3.2.2 Backup and Disaster Recovery Services**

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

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

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

### **2.3.2.3 Network Operations Center and Call Center**

The TO Contractor shall operate a Network Operations Center (NOC) for the purpose of monitoring all network elements and coordinating break/fix activities as required. The NOC shall be located within a 60 mile radius of 45 Calvert Street, Annapolis, Maryland. Designated State personnel shall have access to the NOC at any time. The TO Contractor will be granted remote access to DoIT’s service desk application, and DoIT will supply the necessary software licenses. The TO Contractor will be given access to create, update, reassign tickets and create reports.

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

- (a) Provide 24x7x365 electronic monitoring of all network components;
- (b) Maintain staff 24x7x365;



- (c) Receive calls from the State's designated phone number outside of the business hours of State operation, defined as 7:00am – 6:00pm Monday – Friday, including all published State holidays;
- (d) Coordinate TO Contractor, State and other State contractor support to expeditiously resolve any issue affecting the delivery of subscriber service;
- (e) Staff must be accessible by telephone to identify and report problems/faults and obtain status; and
- (f) Coordinate with the State and its contractors such, as hardware vendors, carriers, and ISPs, for the purpose of:
  - i. Configuration changes and necessary scheduled and unscheduled equipment maintenance;
  - ii. Ensuring all network hardware and software platforms are configured for optimal performance, security, and availability;
  - iii. Ensuring all network hardware and software are maintained at current software/firmware release levels;
  - iv. Performing problem identification and resolution.

DoIT will maintain a call center that will be staffed during standard business hours to input subscriber trouble tickets. Calls outside of business hours will be forwarded to the TO Contractor's NOC.

#### **2.3.2.4 Program and project status, network status, event and trend reporting**

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

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

##### **2.3.2.4.1 Weekly Reports**

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

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

##### **2.3.2.4.2 Monthly Reports**

Monthly reports shall be delivered no later than 15 calendar days after the last day of the month. Each report shall contain, as a minimum, the following information:

- (a) Hours worked by task and by resource;

- (b) Network bandwidth analysis and utilization in absolute and percentage;
- (c) Individual device utilization and performance reports;
- (d) Performance reporting for all hardware and circuits, including:
  - Subscriber Aggregation circuits
  - SONET
  - Leased line circuits
- (e) Inventory of managed equipment identifying location, highlighting equipment and configuration changes during the reporting period;
- (f) Total used backup storage space to date;
- (g) Comma delimited ascii file of inventory identifying location, hostname (if applicable) , IP address (if applicable) , PO number (where known), manufacturer, model (if applicable) , part number, maintenance contract number (if applicable) , maintenance dates of coverage (if applicable) , serial number (if applicable) and DoIT inventory tag# (if applicable) . This includes but is not limited to equipment in production, in the warehouse, in the lab, designated spares, tagged and untagged. All data in all fields must be consistent, standardized and normalized. Output must be capable of being sorted on any field, in ascending or descending order, and capable of sorting at two levels of data;
- (h) 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; and
- (i) Performance and service level compliance reports indicating adherence to standards identified in TORFP Sections 2.4.1, 2.4.2, 2.4.3 and 2.4.4.

### **2.3.3 Network Engineering Planning and Consulting Services**

The TO Contractor will provide network engineering services, on a time and materials basis, for the design, development and implementation of changes and expansions to the network, as well as for consulting services to DoIT's subscribers.

The State, at its option, may request network engineering and planning services to expand and/or upgrade the network. For network engineering services, the TO Manager will issue a work order request to the TO Contractor's Program Manager outlining the scope of work to be accomplished. This work order request will identify a response time due date. In response to the work order request, the TO Contractor's Program Manager shall develop a written Project Management Plan that includes an itemized project cost estimate. The cost estimate must include all related costs associated with the specified work order, and include labor cost estimates itemized by resource and labor category. A NTE ceiling will be determined during the work order process by the TO Manager with input from the TO Contractor's Program Manager.

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

- (a) Installation and configuration of additional routers, switches, SONET equipment, media converters, and other network hardware as required;
- (b) Installation and configuration of additional firewalls, load balancers, servers and other computing devices as required;

- (c) Establishing a new networkMaryland™ POP;
- (d) Requirements analysis;
- (e) Modeling, simulation, and lab testing alternative configurations (hardware and software) not covered in TORFP Section 2.3.2;
- (f) Designing network and routing architecture.

The State may request that consulting services be provided on a time and materials basis to other state and county agencies for design, planning, functional analysis, requirements definition, bill of materials, configuration, provisioning and installation for Internet, SWGI, Layer 2 and Private IP services.

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

### **2.3.4 Network Provisioning Services**

The State may request network and subscriber provisioning and de-provisioning services as necessary. These services include, but are not limited to:

#### **2.3.4.1 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.

#### **2.3.4.2 SWGI Services**

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

#### **2.3.4.3 Layer 2 Transport Services**

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

#### **2.3.4.4 VPRN (Virtual Private Routed Network / Private IP Services)**

NetworkMaryland™ provides L3 VPN services for subscribers™ that require full or partially meshed site-to-site connectivity via networkMaryland™ MPLS domain. This service utilizes private BGP peering between the CPE and the networkMaryland™ Provider Edge router. Implementation of a VPRN will be priced on a per-site basis.

#### **2.3.4.5 Managed CPE Services**

NetworkMaryland™ provides configuration, maintenance and monitoring services for DoIT-supported devices at subscriber's location for Internet, SWGI, Layer 2 and Private IP services. The State will be subject to additional

recurring network management charges for managed CPE. The TO Contractor will support the operations and maintenance of a Managed CPE in the same manner as a DoIT device.

Upon receipt of a request, 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:

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

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

### **2.3.5 Contract Completion Transition Plans**

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

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

## **2.4 PERFORMANCE STANDARDS AND SERVICE LEVELS**

The TO Contractor shall meet the following performance standards.

### **2.4.1 Response and Notifications**

The TO Contractor is expected to react quickly to any event impacting, or that has the potential to impact, the delivery of subscriber services based on the requirements outlined in TORFP Section (f) below. In addition, it is critical that the TO Contractor communicates events that impact service delivery, the services impacted by the events, and any future risks caused by the events to the State in a timely fashion. It is expected that notifications and escalations occur simultaneously through the TO Contractor's management and engineering organizations during any service affecting event. Communications shall follow the documented Escalation and Notification Procedures (TORFP Section 2.3.1.2), with minimum reaction times, notification times, and escalation times as follows:

- (a) Immediate (within 10 minutes of detection) notification to the State of service impacting faults such as:
  - i. Any hardware failure or circuit problem;

- ii. Any hardware alerts or warnings, high utilization or memory usage on the core network devices managed, InterLATA circuits, and IntraLATA circuits;
  - iii. Any failure interfacing with the ISPs;
  - iv. Inability to meet any Service Level Agreement (SLA) in Section 2.4 or identified during the duration of this TORFP.
- (b) Immediate (within 10 minutes of detection) execution of diagnostic and fault resolution procedures upon fault detection.
- (c) Qualified technical support on-site, with appropriate replacement parts, upon detection of any service affecting hardware failure, 24x7x365, within 4 hours of detection.
- (d) Resolution notification within 10 minutes of the actual restoration of services or problem resolution.
- (e) Root Cause Analysis within 2 business days of actual restoration of services when requested.
- (f) Provide initial response and escalations as outlined in table below:

<b><u>Definition</u></b>	<b><u>Severity 1 (Critical)</u></b>	<b><u>Severity 2 (High)</u></b>	<b><u>Severity 3 (Normal)</u></b>
Initial Response (from detection) – 2.4.1(a)	10 minutes	10 minutes	10 minutes
Begin Diagnosis (from detection or notification) – 2.4.1(b)	10 minutes	10 minutes	10 minutes
Initial Notification to the State	10 minutes	10 minutes	10 minutes
Onsite Support with parts (as required) measured from start of diagnosis – 2.4.1(c)	4 hours	4 hours	1 business day
1 <sup>st</sup> Escalation to networkMaryland™ Operations Manager and the TO Contractor NOC Manager (from detection or notification)	20 minutes	4 hours	1 business day
2 <sup>nd</sup> Escalation to networkMaryland™ Operations and the TO Contractor Program Manager after 1 <sup>st</sup> escalation	1 hour	4 hours	1 business day
3 <sup>rd</sup> Escalation to networkMaryland™ Operations Manager and the TO Contractor Program Manager after 2 <sup>nd</sup> escalation	1 hour	4 hours	1 business day
Resolution Notification – 2.4.1(d)	10 minutes after resolution	10 minutes after resolution	10 minutes after resolution

Faults are events categorized by severity:

**Severity 1 – Critical:** Any event impacting or about to impact service on more than one subscriber (such as service-impacting failures of >500msec), on a device that is defined as a backbone/core device, where no redundant route is configured and passing traffic or where the redundant route is impacted.

If all of the above conditions are met and any of the following conditions are met: service cessation, no packet transfer, interface down, platform not responding to ICMPs, loss of signal, loss of functionality, DoS attacks, SYN attack.

**Severity 2 – High:** Any event impacting service or about to impact service on more than one subscriber (such as: service-impacting failures of >500msec), on a device that is defined as a backbone/core device, where a redundant route is available and passing traffic.

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

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

#### **2.4.2 Service Desk Tickets**

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

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

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

#### **2.4.3 Fault Detection and Repair**

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

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

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

#### **2.4.4 Service Availability**

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

- **ISP Services:** Subscriber access to the Internet shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure to a networkMaryland™ upstream ISP provider router within 200ms from receipt by the networkMaryland™ ingress point. Leased tail circuit availability is not considered in this metric.
- **SWG I Services:** Subscriber access to SWGI shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ SWGI infrastructure from the networkMaryland™ ingress point to the networkMaryland™ egress point within 200ms. Leased tail circuit availability is not considered in this metric.
- **L2 Services:** Subscriber access to L2 services shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure from the n networkMaryland™ ingress point to the networkMaryland™ egress point within 200ms. Leased tail circuit availability is not considered in this metric.
- **VPRN Services:** Subscriber access to VPRN services shall be 99.9% available. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure from the networkMaryland™ PE point to the networkMaryland™ PE point within 200ms. Leased tail circuit availability is not considered in this metric.
- **MARYLAND.GOV:** Public access to MARYLAND.GOV network servers shall be 99.9% or greater. Availability is the ability to transfer a data packet through the networkMaryland™ infrastructure from the networkMaryland™ ingress point to the MARYLAND.GOV server to the networkMaryland™ egress point within 200 ms. Leased tail circuit availability is not considered in this metric.

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

## 2.5 Project Tasks and Due Dates

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

Task	Due Date
2.5.1.1 Establishment of startup transition plan (see Section 2.3.1.1)	Draft within 15 business days of date of NTP Final within 30 business days of date of NTP
2.5.1.2 Establishment, review and verification of documented policies and procedures for network management, project management, and configuration management (see Section 2.3.1.2)	Within 20 business days of date of NTP
2.5.1.3 Establishment of a baseline for network configuration, performance, and capacity (see Section 2.3.1.3)	Within 30 business days of date of NTP
2.5.1.4 Establishment of a baseline for performing network	Within 30 business days

	provisioning services (see Section 2.3.4)	of date of NTP
2.5.1.5	Provision of network management, operations, and maintenance services for the network (see Section 2.3.2.1)	Ongoing, to begin within one calendar month of the State approved transition plan
2.5.1.6	Provision of network status, event, and trend reporting (see Section 2.3.2.4)	Ongoing/Weekly and monthly from start of task 2.4.1.3
2.5.1.7	Establishment of TO Agreement completion transition plans (see Section 2.3.5)	Draft due 180 days prior to TO Agreement completion  Final plan due 140 days prior to TO Agreement completion

## **2.6 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

Personnel must meet the minimum requirements for experience and proficiency to be eligible for labor categories as outlined in section 2.10 of the CATS II Master Contract. The TO Contractor shall provide the resumes of all key project participants being proposed to staff the project with an overview of each person’s role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. The TO Manager reserves the right to interview all key project participants proposed by the TO Contractor and either confirm the recommendations, or request alternates.

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

## **2.7 AVAILABILITY OF STAFF**

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

## **2.8 SUBSTITUTION OF PERSONNEL**

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

## **2.9 GOVERNMENT OWNED NETWORK MANAGEMENT TOOLS**

The State prefers that the TO Contractor uses the State-owned network management hardware and software tools to support the execution of the required tasks. A list of available tools may be obtained as part of the confidential additional information package upon signing a nondisclosure agreement. Refer to Section 1.7 for more



information. The TO Contractor may propose additional tools, or substitutions for the State's tools. The decision to use the TO Contractor proposed tools is at the State's discretion

## **2.10 HARDWARE AND SOFTWARE**

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

## **2.11 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

## **2.12 INVOICE SUBMISSION**

- 2.12.1 Invoices will be submitted by the TO Contractor on a monthly basis by the 15<sup>th</sup> business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.
- 2.12.2 For the Establishment of a Transition Plan (Section 2.3.1), the TO Agreement that results from this TORFP shall be fixed unit-price (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer.
- 2.12.3 For Management, Operations and Maintenance Support (Section 2.3.2), the TO Agreement that results from this TORFP shall be indefinite quantity, fixed-unit price (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer. The price shall be based on the networkMaryland™ POPs, described in TORFP Sections 1.10 and 2.1.2 and Attachment 1. Each POP rate is a fixed unit price for managing a location, including all devices within that location. The TO Contractor shall invoice monthly to the Department for the total amount of POP in production for that month. If a unit is installed during the month and less than 15 days remains in the month, no change in price will be allowed during the first month. If a unit is installed with more than 15 days remaining in the month, the TO Contractor shall bill the unit during the first month. This process will also apply to any managed device removals that occur during the month.

- 2.12.4 For Network Engineering, Planning and Consulting Services (Section 2.3.3), the TO Agreement that results from this TORFP shall be time and materials (as defined in COMAR 21.06.03) subject to a ceiling NTE amount that shall not be exceeded without the written approval of the TO Procurement Officer. It is expected that the majority of materials shall be procured through the State's current contracts. Any material charges incurred by the TO Contractor shall be with prior approval by the TO Manager and billed as required in Section 2.8.4 of the CATS II Master RFP. Work performed under this section shall be defined under a Work Order process.
- 2.12.5 For Network Provisioning Services (Section 2.3.4), the TO Agreement that results from this TORFP shall be indefinite quantity fixed unit-price (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer.
- 2.12.6 For Contract Completion Transition Services (Section 2.3.5), the TO Agreement that results from this TORFP shall be time and materials (as defined in COMAR 21.06.03) subject to a contract NTE amount that shall not be exceeded without the written approval of the TO Procurement Officer. Work performed under this section will be defined under a Work Order process.

### **2.13 INVOICE FORMAT**

The invoice shall identify the Department of Information Technology, labor category, rate, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to DoIT at the following address:

Room 419, 45 Calvert Street,  
Annapolis, MD 21401

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.14 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DoIT at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DoIT. DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

### **2.15 CHANGE ORDERS**

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

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

### **3.1 REQUIRED RESPONSE**

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

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so electronically and in conformance with the requirements of this CATS TORFP. A separate PDF document will be submitted for technical and financial proposals. The technical and financial documents must be labeled as stated in TORFP Section 1.3.

#### **3.2.1 TECHNICAL PROPOSAL**

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

- A) Draft Transition Plan: Provide a draft transition plan as outlined in 2.3.1.
- B) Process and Procedures:
  - 1) Provide documentation of current processes for network monitoring, operations and maintenance and project management planning in supporting a network similar to networkMaryland™. Include a discussion on current practices and the ability to adhere to networkMaryland™ documented and established processes and procedures.
  - 2) Provide a sample or template Project Management Plan.
- C) Master Contractor and Subcontractor Experience and Capabilities. For both the Master Contractor and all proposed subcontractors:
  - 1) Provide examples of relevant experience managing similar networks. Include with each example a reference with the following:
    - A) Name of organization.
    - B) Name, title, and telephone number of point-of-contact for the reference.
    - C) Type and duration of contract supporting the reference.
    - D) Full description of the services provided, scope of the work and performance objectives satisfied.
    - E) State whether the services are still being provided and, if not, an explanation of why the services are no longer being provided to the client organization.
  - 2) State of Maryland Experience. If applicable, submit a list of all contracts currently held or have been held within the past five years with any government entity of the State of Maryland. Include for each identified contract the following:
    - A) The State contracting entity,
    - B) A brief description of the services/goods provided,

- C) The dollar value of the contract,
- D) The term of the contract,
- E) Whether the contract was terminated prior to the specified original contract termination date,
- F) Whether any available renewal option was not exercised,
- G) The State employee contact person (name, title, telephone number and e-mail address).

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

D) Network Operation Center

- 1) Provide a detailed narrative on your proposed network operations center. Include the location, physical description of the facility, and the proposed staffing model (2.3.2.3).
- 2) List any management tools proposed for managing networkMaryland™, and indicate which tools are currently in use, and amount of experience with each tool.
- 3) Provide a proposal for a performance and capacity management tool to be used to meet the requirements of the contract as outlined in 2.3.1.3.
- 4) Provide a proposal for an inventory management tool to be used to meet the requirements of the contract as outlined in section 2.3.1.4.
- 5) Describe how your company will meet the backup requirements for Maryland.gov as described in section 2.3.2.2.

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

- 1) Name of organization.
- 2) Name, title, and telephone number of point-of-contact for the reference.
- 3) Type and duration of contract supporting the reference.
- 4) Full description of the services provided, scope of the work and performance objectives satisfied.
- 5) State whether the services are still being provided and, if not, an explanation of why the services are no longer being provided to the client organization.

F) Proposed Personnel

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

- 5) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- G) MBE Participation
  - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- H) Subcontractors
  - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- I) Certificate of Insurance
  - 1) Master Contractors must provide current certificate of insurance with the State of Maryland listed as additionally insured.
- J) Proposed Facility
  - 1) Identify Master Contractor’s facilities, including address, from which any work will be performed.
- K) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- L) Confidentiality
  - 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.2.2 FINANCIAL PROPOSAL**

- (a) A description of any assumptions on which the Master Contractor’s Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- (b) Complete Financial Proposal – Attachment 1 is provided as a separate Excel document to the TORFP. Formulas for calculations are already programmed into the applicable cells.
- (c) The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the fully loaded hourly labor category rate. Proposed rates are not to exceed the rates defined in the Master Contract.
- (d) The scope of the TO Agreement will encompass six major areas as described in Sections 2.3.1, 2.3.2, 2.3.3, 2.3.4, and 2.3.5 of this TORFP.

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

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- Relevant experience managing similar networks
- Relevant experience engineering similar networks
- Process and procedures documentation
- Network Operations Center
- Proposed personnel

### **4.3 FINANCIAL CRITERIA**

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

### **4.4 SELECTION PROCEDURES**

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

### **4.5 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

**ATTACHMENT 1 – PRICE PROPOSAL**

**FOR**

**CATS II TORFP # F50B9200038**

**INCLUDED AS A SEPARATE EXCEL DOCUMENT**

**SUBMIT AS PDF FILE WITH THE FINANCIAL RESPONSE**

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

#### **CATS II TORFP # F50P9200037**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. F50P9200037, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the TORFP, sub-goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE**

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number F50B9200037	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

**SUMMARY**

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

Document Prepared By: (please print or type)

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # F50B9200037, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:
  
7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
8. Offeror made the following attempts to contact personally the solicited MBEs:
  
9.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
10.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. F50B9200037, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

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

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

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

Prime Contractor Signature

Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS II TORFP #F50B9200037
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

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

MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401 <a href="mailto:DoIT.MBE@DoIT.state.md.us">DoIT.MBE@DoIT.state.md.us</a>	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #F50B9200037 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. 2. 3.  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. 2. 3.  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____ Contact Person: _____		

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

MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 <sup>th</sup> Floor	
---------------------------------------------------------------------------------------------------------------------	--

Annapolis, MD 21401 <a href="mailto:DoIT.MBE@DoIT.state.md.us">DoIT.MBE@DoIT.state.md.us</a>	
-------------------------------------------------------------------------------------------------	--

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

**ATTACHMENT 3 - TASK ORDER AGREEMENT**

**CATS II TORFP #F50B9200037 OF MASTER CONTRACT # 060B9800035**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_ of \_\_\_\_, 2009 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Information Technology.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means Department of Information Technology TO Requesting Agency, as identified in the CATS II TORFP #F50P9200037
  - b. “CATS II TORFP” means the Task Order Request for Proposals #F50B9200037, dated October 21, 2009, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and \_\_\_\_\_ dated June 1, 2009.
  - d. “TO Procurement Officer” means Susan S. Howells. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Department of Information Technology and \_\_\_\_\_.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Gregory Urban of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with

the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

### 3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of four years and four months, commencing on the date of Notice to Proceed and terminating on \_\_\_\_\_.

### 4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or

withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer. It is the sole discretion of the State to reduce payment from invoices for failure by the TO Contractor to meet Service Level requirements.

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

TO CONTRACTOR NAME

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Department of Information Technology

\_\_\_\_\_  
By: Susan S. Howells, TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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



## **ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

From Baltimore Area:

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

From the Eastern Shore or Route 2:

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

From Either Direction:

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

Parking:

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



## ATTACHMENT 7 - Non-Disclosure Agreement (Offeror)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2009, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #F50B9200037 for Network Managed Services & Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Susan S. Howells, Department of Information Technology on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**Submit as required in Section 1.7 of the TORFP**

**ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its Department of Information Technology (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Network Managed Services & Support TORFP No. F50B9200037 dated October \_\_, 2009, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

TO CONTRACTOR/CONTRACTOR'S PERSONNEL:

DEPARTMENT OF INFORMATION TECHNOLOGY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Submit as required in Section 1.7 of the TORFP

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b></p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 3 – Substitution of Personnel</b>	
<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>	

<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)          _____          %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>

C) Have any change orders been executed?

Yes  No

**(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  **(If no, explain why)** \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**ATTACHMENT 10 – NOTICE TO PROCEED (Sample)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #F50B9200037

Dear TO Contractor Contact:

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

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

Sincerely,

Sue Howells

Task Order Procurement Officer

Enclosures (2)

cc: Gregory Urban, TO Manager

Procurement Liaison Office, Department of Information Technology, DOIT

Project Management Office, Department of Information Technology, DOIT





**ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: Department of Information Technology

TORFP Title: NETWORK MANAGED SERVICES & SUPPORT

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

**To:**

The following deliverable, as required by TO Agreement #F50B9200037, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

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

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION**

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

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