



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

Network Managed Services & Support

CATS+ TORFP # F50B5400024

Department of Information Technology (DoIT)

ISSUE DATE: December 22, 2014

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## KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	NETWORK MANAGED SERVICES & SUPPORT
Solicitation Number (TORFP #):	F50B5400024
Functional Area:	Functional Area 6 - Systems/Facility Management and Maintenance
Issue Date:	12/ 22/2014
Questions Due Date and Time:	1/ 6/ 2014 at 5:00 PM Local Time
Closing Date and Time:	1/ 20/ 2015 at 2:00 PM Local Time
TO Requesting Agency:	DoIT 45 Calvert Street Annapolis, MD 21401
Send Questions to:	<a href="mailto:Michael.Meinl@Maryland.Gov">Michael.Meinl@Maryland.Gov</a>
TO Procurement Officer:	Michael Meinl Office Phone Number: 410-260-7179 E-mail Address: <a href="mailto:Michael.Meinl@Maryland.Gov">Michael.Meinl@Maryland.Gov</a>
TO Manager:	David Mangrum Office Phone Number: 410-260-7575 e-mail address: david.mangrum@maryland.gov
TO Type:	Combination of Fixed Price (FP), Fixed Unit Price Indefinite Quantity (FUPIQ), Fixed Price with Material Adjustment (FPMA), and Time and Materials (T&M)
Period of Performance:	Three (3) years with two (2) additional one-year option years
MBE Goal:	25 % with sub-goals for Women-owned of 8%, African American-owned of 7 % and Hispanic American-owned of 2 %
VSBE Goal:	3 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's location and 45 Calvert Street, Annapolis, MD
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	The TO Contractor will be provided working space at 45 Calvert Street, Annapolis, Maryland for a maximum of three TO Contractor employees. Any parking fees are at the TO Contractor's expense.
TO Pre-proposal Conference:	No

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

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

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance
- **Key Personnel** - Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations. 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 is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

### **1.6 QUESTIONS**

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

Answers can be considered final and binding only when they have been answered in writing by the State.

### **1.7 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this TORFP.

### **1.8 CONFLICT OF INTEREST**

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



Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

### **1.9 LIMITATION OF LIABILITY**

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

### **1.10 CHANGE ORDERS**

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

### **1.11 TRAVEL REIMBURSEMENT**

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

### **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

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

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### **1.12.1 MBE PARTICIPATION REPORTS**

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

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

### 1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See Attachment 15 and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

#### 1.13.1 VSBE PARTICIPATION REPORTS

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

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

### 1.14 NON-DISCLOSURE AGREEMENT

#### 1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation will be available for Master Contractors to review at a reading room at DoIT's address as listed in the Key Information Summary Sheet. Master Contractors. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **1.15 LIVING WAGE**

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

### **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

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

### **1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

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

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. Guidelines provided by DGS require planning and coordination of the

proper disposition of Information Technology equipment. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

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

**NOTE: This TORFP is a re-release of a previous Network Managed Services TORFP # F50B4400031 with revisions. DoIT removed environmental support services (e.g., HVAC maintenance) and application hosting center support services (e.g., data centers and virtual environments) from the previous TORFP. These services will be requested under separate solicitations by the State.**

### 2.2 REQUESTING AGENCY BACKGROUND

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

### 2.3 PROGRAM BACKGROUND

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

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

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

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

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

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

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

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

- **Edge Nodes:** Edge nodes provide services to a small number of subscribers, demarcated by an MPLS router or a layer-2 switch. Edge nodes may have one or more connections back to the core network. These connections may be of any type (managed fiber, managed wireless, or leased circuit).
- **Ethernet Everywhere Nodes:** Ethernet Everywhere locations are simplified edge nodes, usually serving one or two subscribers. Typical deployment in an Ethernet Everywhere node is a network termination device, metro-Ethernet network interface device (NID), or a media converter.

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

## 2.4 WORK REQUIREMENTS

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

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

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

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

ID #	Requirements	Pricing	Associated Deliverable ID # from Section 2.6.4 below
<b>2.4.1</b>	<b>Transition Planning</b>	<b>FP</b>	-
2.4.1.1	Startup and Transition Planning	FP	-
2.4.1.1.1	Kickoff Meeting	FP	2.6.4.1
2.4.1.1.2	Establish a startup transition plan	FP	2.6.4.2
2.4.1.1.3	Establish, review and verify documented policies and procedures	FP	2.6.4.3
2.4.1.1.4	Establish a baseline for network configuration, performance, and capacity	FP	2.6.4.4 2.6.4.5
2.4.1.2	Contract Completion Transition Plan	FP	2.6.4.6
<b>2.4.2</b>	<b>Engineering Planning and Construction Services</b>		<b>Deliverables established by Work Order</b>
2.4.2.1	Network Design and Engineering Services	T&M	Deliverables established by Work Order

ID #	Requirements	Pricing	Associated Deliverable ID # from Section 2.6.4 below
2.4.2.2	Network Provisioning Services	FUPIQ	Deliverables established by Work Order
2.4.2.3	Fiber Optic Construction, Design and Engineering	FPMA	Deliverables established by Work Order
<b>2.4.3</b>	<b>Monitoring and Incident Response</b>	<b>FP</b>	
2.4.3.1	Network Monitoring and Response	FP	
2.4.3.2	Security Incident Monitoring and Response	FP	
<b>2.4.4</b>	<b>Network Maintenance and Operations Management Services</b>	<b>FUPIQ</b>	
2.4.4.1	Network Maintenance and Support	FUPIQ	
2.4.4.2	Network Operations Management Support	FUPIQ	
2.4.4.3	Network Management Systems Support	FUPIQ	
2.4.4.4	Managed CPE Services	FUPIQ	
2.4.4.5	Backup and Disaster Recovery Services	FUPIQ	
<b>2.4.5</b>	<b>Fiber Location Marking – Miss Utility</b>	<b>FUPIQ</b>	
<b>2.4.6</b>	<b>Fiber Repair and Splicing</b>	<b>T&amp;M</b>	
<b>2.4.7</b>	<b>Network Status and Trend Reports</b>	<b>FUPIQ</b>	2.6.4.7 2.4.6.8

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

#### **2.4.1 TRANSITION PLANNING**

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

##### **2.4.1.1 STARTUP AND TRANSITION PLANNING (FP)**

###### **2.4.1.1.1 Kickoff Meeting**

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

###### **2.4.1.1.2 Establish a Startup Transition Plan**

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



identification of all tasks, assumptions, clear delineation of responsibilities, level of effort to complete each task, timelines for task completion, and the labor categories required to perform the work.

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

The Transition Plan shall address the following:

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

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

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

- 1) Asynchronous Transfer Mode (ATM) Addressing Policy;
- 2) Device Selection Criteria;
- 3) Disbursement Procedures;
- 4) Disposal Procedures;
- 5) DoIT Wide Area Network (WAN) Request Process Steps;
- 6) Escalation Procedures;
- 7) Vendor Account Access for networkMaryland™ Devices Policy;
- 8) Help Desk Procedures;
- 9) Internet Routing Policy;
- 10) Kiwi SysLog Server Backup Procedures;
- 11) networkMaryland™ Infrastructure Device Naming Standards;
- 12) Network Documentation for networkMaryland™;
- 13) Network Troubleshooting Procedures for networkMaryland™;
- 14) networkMaryland™ Work Order Workflow;
- 15) Obtaining Physical Access to networkMaryland™ Locations Procedures;
- 16) Password Policy;
- 17) Performance Management Procedures;
- 18) Performance Plan for networkMaryland™;
- 19) Process for Inventory;
- 20) Process for Provisioning and Decommissioning Services;
- 21) Procurement – TORFP Procedures – DoIT;
- 22) Receiving Procedures – NWM 09172010;
- 23) Return Merchandise Authorization (RMA) Procedures;
- 24) Standard Incident and Response Procedures;
- 25) SWGI Routing Policy;
- 26) WinPak Server Backup Procedures

#### **2.4.1.1.4 Establish a Baseline for Network Configuration, Performance and Capacity**

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

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

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

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

### **2.4.1.2 CONTRACT COMPLETION TRANSITION PLAN (FP)**

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

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

### **2.4.2 ENGINEERING PLANNING AND CONSULTING SERVICES**

All work conducted under this Section 2.4.2 will be accomplished by Work Orders using the process described in Section 2.16. The TO Contractor is not authorized to proceed with any task under this Section 2.4.2 without a Work Order and NTP from the TO Manager.

#### **2.4.2.1 NETWORK DESIGN AND ENGINEERING SERVICES (T&M)**

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

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

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

5) Designing network and routing architecture.

**2.4.2.2 NETWORK PROVISIONING SERVICES (FUPIQ)**

DoIT may request network and subscriber provisioning and de-provisioning services as necessary. Work accomplished under this section shall utilize the work order process described in Section 2.16 and will use an FUPIQ based on prices provided in the price proposal provided in response to this TORFP. These services include, but are not limited to:

**2.4.2.2.1 Internet Services**

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

**2.4.2.2.2 OMBN/SWGI Services**

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

**2.4.2.2.3 Layer 2 Transport Services**

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

**2.4.2.2.4 VPRN (Virtual Private Routed Network)**

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

**2.4.2.3 FIBER OPTIC CONSTRUCTION DESIGN AND ENGINEERING (FPMA)**

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

- 1) Drawings required for permit applications;
- 2) Environmental assessments;

- 3) Pole attachment submissions; and
- 4) TORFPs for fiber optic cable installation.

This work shall be performed on a FPMA basis utilizing the Work Order process specified in Section 2.16. The work order shall clearly delineate the basis for each activity included in the price (i.e., fiber optic cable installation priced on a cost per route-foot basis). The work order shall include an estimate of required materials, fees, and other non-labor related expenditures. However, all materials and non-labor related expenditures shall be billed at actual cost. Invoices supporting all non-labor costs shall be provided and clearly delineated on TO Contractor's invoice. The construction of these fiber optic segments may, or may not, be performed by the TO Contractor.

### **2.4.3 MONITORING AND INCIDENT RESPONSE (FP)**

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

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

#### **2.4.3.1 NETWORK MONITORING AND RESPONSE**

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

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

- 1) Providing 24x7x365 electronic monitoring of all network elements;
- 2) Maintaining staff 24x7x365;
- 3) Receiving calls from the State's designated phone number outside of the business hours of State operation, defined as 7:00 AM – 6:00 PM Monday – Friday, including all published State holidays;
- 4) Coordinating TO Contractor, State and other State contractor support to expeditiously resolve any issue affecting the delivery of subscriber services;
- 5) Coordinating TO Contractor, State and other State contractor support to expeditiously resolve IT security incidents and cyber-attacks;
- 6) Drafting Customer Notification Forms for DoIT review and sending out Customer Notifications once approved;
- 7) Ensuring that staff must be accessible by telephone to identify and report problems/SIEs and obtain status; and

- 8) Coordinating with the State and its contractors such as hardware vendors, carriers, and ISPs, for the purpose of:
  - a) Configuration changes and necessary scheduled and unscheduled equipment maintenance;
  - b) Ensuring all network hardware and software platforms are configured for optimal performance, security, and availability;
  - c) Ensuring all network hardware and software are maintained at current software/firmware release levels; and
  - d) Performing problem identification and resolution.

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

#### **2.4.3.2 SECURITY INCIDENT MONITORING AND RESPONSE**

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

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

- 1) Providing 24x7x365 monitoring of network traffic as it enters and exits networkMaryland™'s infrastructure;
- 2) Maintaining staff 24x7x365;
- 3) Protecting the network, which includes:
  - a) Identifying malicious activity or packets entering the infrastructure and making changes to firewalls and routers to prohibit them;
  - b) Performing security audits and vulnerability assessments to identify and address any weaknesses or exposure before they are successfully exploited; and
  - c) Providing vulnerability assessments to subscribers.
- 4) Detecting potential threats, which includes:
  - a) Both proactively and reactively gathering threat information from current events, potential incidents, vulnerabilities, or other computer security and incident management information; and
  - b) Using the gathered information to detect threats to the infrastructure and subscribers.
- 5) Responding to detected threats; which includes:
  - a) Notifying stakeholders and involved parties of incident detection within four (4) hours of discovery;
  - b) Assisting users with technical analysis and forensic analysis;

- c) Developing and releasing alerts, advisories, bulletins and other technical documents to advise subscribers;
  - d) Coordinating response actions with other involved parties, such as executive management, law enforcement, internet service providers, software and hardware vendors, and other SOCs; and
  - e) Following-up to ensure response actions are implemented and that the incident has been appropriately handled and contained.
- 6) Sustaining security posture, which includes:
- a) Ensuring policies and procedures are documented and maintained;
  - b) Ensuring the appropriate tools are in place to perform the tasks outlined and maintained appropriately; and
  - c) Making recommendations for continual improvement.

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

#### **2.4.4 NETWORK MAINTENANCE AND OPERATIONS MANAGEMENT SERVICES (FUPIQ)**

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

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

##### **2.4.4.1 NETWORK MAINTENANCE AND SUPPORT**

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

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



- 3) Maintenance of telecommunications racks, computer cabinets, wire/cable management systems and other telecom equipment;

#### **2.4.4.2 NETWORK OPERATIONS MANAGEMENT SUPPORT**

Network Operations Management Support includes but is not limited to:

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

#### **2.4.4.3 NETWORK MANAGEMENT SYSTEMS SUPPORT**

Network Management Systems Support includes but is not limited to:

- 1) Configuration management for the production hardware within the scope of this TORFP (routers, switches, network termination equipment, firewalls, etc.);
- 2) Providing dependency support in the network management system to distinguish between failed devices and devices that have stopped responding due to a dependency on a failed device. Such dependent devices should not be identified as failed in these scenarios. For example, if a switch is behind a router and the router becomes unreachable, the switch should not be listed as “failed”;

- 3) Maintaining the provisioning database that records all subscriber circuit provisioning data. DoIT access should include the ability to add, edit/modify, and delete circuit records, search, sort and print;
- 4) Maintaining the receipt, disbursement, and return of inventory utilizing the State's inventory database. That database shall include all DoIT assets applicable to the TO. This includes all equipment in production (tagged and untagged), in the warehouse, spares and lab equipment.
- 5) Maintaining a performance, capacity management and monitoring tool. DoIT access should include the ability to view all interfaces and print all reports, graphs and charts;
- 6) Maintaining appropriate version of software (OS, microcode, firmware, etc.) on all network devices. This includes applying software patches and bug fixes, and upgrading software levels required to maintain manufacturer's support, to support required feature sets or as directed by DoIT.

#### **2.4.4.4 MANAGED CPE SERVICES**

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

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

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

#### **2.4.4.5 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<sup>TM</sup> environments. This includes but is not limited to:

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

#### **2.4.5 FIBER LOCATION MARKING – MISS UTILITY (FUPIQ)**

Fiber owned and managed by DoIT requires registration with Miss Utility and as such is subject to regular requests for being located. The TO Contractor shall perform fiber locating services for Miss Utility requests on an FUPIQ with miles of buried fiber being the basis. This work includes receiving the tickets from Miss Utility, analyzing which State fiber may be impacted, locating and marking the fiber, and clearing the ticket with Miss Utility. All work must be performed within the timelines and standards set by Miss Utility and in place at the time the ticket was created. Tickets which are received and cleared at the service desk shall be included in the month NOC cost as defined in Section 2.4.3.1. These guidelines may change from time to time and can be referenced at [www.missutility.net](http://www.missutility.net)

#### **2.4.6 FIBER REPAIR AND SPLICING (T&M)**

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

#### **2.4.7 NETWORK STATUS AND TREND REPORTS**

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

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

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

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

### **2.5 PERFORMANCE STANDARDS AND SERVICE LEVELS**

The TO Contractor is expected to react quickly to any event impacting, or that has the potential to impact, the delivery of subscriber services based on the requirements outlined in Section 2.5.2.3. Service impacting event (“SIE”) includes, but is not limited to: any hardware failure or circuit problem; any hardware alerts or warnings, high utilization or memory usage on the core network managed devices, Interstate circuits, InterLATA circuits, and IntraLATA circuits; and any failure interfacing with the ISPs. Subscriber services include all networkMaryland<sup>TM</sup> data network services.

## 2.5.1 SEVERITY LEVELS

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

### **Severity 1 – Critical:** Any SIE:

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

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

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

### **Severity 2 – High:** Any SIE:

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

A Severity 2 may also include SIEs:

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

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

- 1) single port loss on a bundled circuit service

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

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

## **2.5.2 SERVICE LEVEL AGREEMENT**

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

### **2.5.2.1 NOTIFICATION PROCEDURE AND TIME REQUIREMENTS**

1. Notification to the State
  - a. TO Contractor shall notify the State of the SIE within 10 minutes of SIE detection, regardless of the Severity Category.
2. Diagnosis and SIE Resolution Procedures
  - a. TO Contractor shall execute diagnosis and SIE resolution procedures within 10 minutes of SIE detection, regardless of the Severity Category.
3. Impacted Subscriber Notification
  - a. Within 20 minutes of SIE detection, if the SIE remains unresolved, TO Contractor shall determine and notify the impacted subscribers directly.
4. Hardware Failure
  - a. If, after Diagnosis and SIE Resolution Procedures, a SIE affecting hardware failure is detected, TO Contractor shall provide qualified onsite technical support with appropriate hardware replacement parts within
    - i. Four (4) hours if Severity 1 SIE
    - ii. Four (4) hours if Severity 2 SIE
    - iii. One (1) business day if Severity 3 SIE
5. Resolution Notification
  - a. TO Contractor shall notify the State within 10 minutes of resolution of the SIE. Resolution requires that the subscriber services return to performance levels prior to the SIE.
6. RCA
  - a. If requested by the State, TO Contractor shall provide RCA within two (2) business days of restoration of subscriber services.

**2.5.2.2 ESCALATION PROCEDURE AND TIME REQUIREMENTS**

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

**2.5.2.3 SLA SUMMARY**

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

<b>PROCEDURE</b>	<b>SEVERITY 1 (CRITICAL)</b>	<b>SEVERITY 2 (HIGH)</b>	<b>SEVERITY 3 (NORMAL)</b>
<b>Notification Procedure</b>			
SIE Notification to State	10 minutes (via telephone)	10 minutes (via ticketing tool)	10 minutes (via ticketing tool)
SIE Diagnosis and Resolution Procedure	10 minutes (via telephone)	10 minutes (via ticketing tool)	10 minutes (via ticketing tool)
Impacted Subscriber Notification	20 minutes (via telephone)	20 minutes (via telephone)	20 minutes (via telephone)
Hardware Failure	4 hours	4 hours	1 business day
Resolution Notification	10 minutes after resolution (via telephone)	10 minutes after resolution (via ticketing tool)	10 minutes after resolution (via ticketing tool)
RCA	2 business days after resolution	2 business days after resolution	2 business days after resolution

<b>PROCEDURE</b>	<b>SEVERITY 1 (CRITICAL)</b>	<b>SEVERITY 2 (HIGH)</b>	<b>SEVERITY 3 (NORMAL)</b>
<b>Escalation Procedure</b>			
1 <sup>st</sup> Escalation	20 minutes (via telephone)	4 hours (via ticketing tool)	1 business day (via ticketing tool)
2 <sup>nd</sup> Escalation	1 hour (via telephone)	4 hours (via ticketing tool)	1 business day (via ticketing tool)
3 <sup>rd</sup> Escalation	1 hour (via telephone)	4 hours (via ticketing tool)	1 business day (via ticketing tool)

**2.5.3 SERVICE DESK TICKETS**

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

$$\text{Actual Success Rate} = (\text{tickets that reached response time metrics}) / (\text{tickets generated during the reporting period})$$

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

**2.5.4 SERVICE IMPACTING EVENT (SIE) DETECTION AND REPAIR**

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

- 1) 95% of “Critical” outages shall be repaired within 2 hours.
- 2) 99% of “Critical” outages shall be repaired within 4 hours.
- 3) 95% of service affecting outages shall be repaired prior to first escalation period.
- 4) 99% of service affecting outages shall be repaired prior to second escalation period.

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

**2.5.5 SERVICE AVAILABILITY**

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

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

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

### 2.5.6 PERFORMANCE ISSUE MITIGATION

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

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

## 2.6 DELIVERABLES

### 2.6.1 DELIVERABLE SUBMISSION

This section applies only to written deliverables associated with Transition Planning. All other delivery will be monitored and controlled through the work order process defined in Section 2.16.



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

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

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

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

## **2.6.2 DELIVERABLE ACCEPTANCE**

This section applies specifically to written deliverables associated with Transition Planning. All other delivery will be monitored and controlled through the work order process defined in Section 2.16.

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

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

In the event of rejection, The TO Contractor shall correct deficiencies or non-conformities identified in writing by the TO Manager and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

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

## **2.6.3 MINIMUM DELIVERABLE QUALITY**

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

Each written deliverable shall meet the following minimum acceptance criteria:

- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
- 2) Be organized in a manner that presents a logical flow of the deliverable's content.

- 3) Represent factual information reasonably expected to have been known at the time of submittal.
- 4) In each section of the deliverable, include only information relevant to that section of the deliverable.
- 5) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- 6) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- 7) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

**2.6.4 DELIVERABLE DESCRIPTION / ACCEPTANCE CRITERIA**

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

<b>Deliverable ID</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date</b>
2.6.4.1	Kickoff Meeting	The TO Contractor shall lead in an in-person Kickoff Meeting. It shall meet all of the requirements described in Section 2.4.1.1.1	NTP plus 5 business days
2.6.4.2	Startup Transition Plan	The TO Contractor shall email to the TO Manager a draft and final Startup Transition Plan that contains all of the elements described in Section 2.4.1.1.2 of this TORFP. It and all of its sub-components shall be contained in a Microsoft Word (version 2007 or higher) document.	Draft within 20 business days of date of NTP  Final within 35 business days of date of NTP
2.6.4.3	Documented Policies and Procedures for Network Management, Project Management, and Configuration Management	TO Contractor shall meet the requirements of Section 2.4.1.1.3	Within 25 business days of date of NTP
2.6.4.4	Baseline of Network Configuration, Performance, and Capacity	TO Contractor shall meet the requirements of Section 2.4.1.1.4	Within 30 business days of date of NTP
2.6.4.5	Baseline for Performing Network Provisioning Services	TO Contractor shall meet the requirements of Section 2.4.1.1.4	Within 30 business days of date of NTP

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

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

**2.7 KEY PERSONNEL**

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

- 1) Program Manager
- 2) NOC Manager

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

**2.8 MINIMUM QUALIFICATIONS**

**2.8.1 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS**

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

1. The company has designed, engineered, and managed for one client a fiber optic network providing high speed data services to a minimum of 500 locations over a geographic area of at least approximately 10,000 square miles.

2. The company has established and operated a 24x7x365 network operations center for a minimum of one year.

### **2.8.2 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

Key Personnel must meet the following minimum qualifications:

1. Program Manager
  - Must meet the requirements of the Program Manager Labor Category on the CATS+ RFP Section 2.10.
2. NOC Manager
  - a. Must meet the requirements of the Network Manager Labor Category on the CATS+ RFP Section 2.10.
  - b. Must have at least three years' experience as an IT Operations Center Manager role at one organization similar in size and complexity to the environment supported by this TO Contract. To be considered similar, the operation must have included:
    - i. 24x7x365 staffed operations center
    - ii. Monitoring and managing the configuration of 500+ network devices
  - c. Must possess current ITIL Foundation certification plus one (1) intermediate level certification

### **2.9 TO CONTRACTOR COMPANY AND PERSONNEL OTHER REQUIREMENTS**

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

#### **Availability of Staff**

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

### **2.10 SUBSTITUTION OF PERSONNEL AFTER AWARD**

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

## **2.11 GOVERNMENT OWNED NETWORK MANAGEMENT TOOLS**

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

## **2.12 HARDWARE AND SOFTWARE**

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

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

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

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

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

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

## 2.14 INVOICE SUBMISSION

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

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

<b>Requirements Section</b>	<b>Name</b>	<b>Payment Type</b>	<b>Invoice Requirement</b>
2.4.1.1	Startup Transition Planning	FP	Invoice can be submitted upon acceptance of deliverables 2.6.4.1 through 2.6.4.5.
2.4.1.2	Contract Completion Transition Plan	FP	Invoice can be submitted upon acceptance of deliverable 2.6.4.6
2.4.2.1	Network Design and Engineering Services	T&M with a NTE ceiling	Monthly by the 15 <sup>th</sup> of the following month for hours spent on Work Order.
2.4.2.2	Network Provisioning Services	T&M with a NTE ceiling	Monthly by the 15 <sup>th</sup> of the following month for hours spent on Work Order.
2.4.2.3	Fiber Optic Construction, Design and Engineering	FPMA	Monthly by the 15 <sup>th</sup> of the following month for Work Orders completed in the prior month.
2.4.3	Monitoring and Incident Response	FP	Monthly by the 15 <sup>th</sup> of the following month for 1.67% of the 5 year fixed price.
2.4.4	Network Maintenance and Operations Management Services	FUPIQ subject to a NTE ceiling.	Monthly by the 15 <sup>th</sup> of the following month based upon units supported on or after the 16 <sup>th</sup> of prior month

Requirements Section	Name	Payment Type	Invoice Requirement
2.4.5	Fiber Location Marking Miss Utility	FUPIQ subject to a NTE ceiling.	Monthly by the 15 <sup>th</sup> of the following month based upon units supported on or after the 16 <sup>th</sup> of prior month
2.4.6	Fiber Repair and Splicing	T&M with a NTE ceiling	Monthly by the 15 <sup>th</sup> of the following month for hours spent on Work Order.
2.4.7	Network Status and Trend Reports	FUPIQ subject to a NTE ceiling.	Monthly by the 15 <sup>th</sup> of the following month based upon units supported on or after the 16 <sup>th</sup> of prior month

1. For Network Maintenance and Operations Management Services (Section 2.4.4), Fiber Location Marking Miss Utility (Section 2.4.5), and Network Status and Trend Reports (Section 2.4.7), the price shall be based on the device components identified in Section 2.3 and in item 2 of Attachment 1, Price Proposal Form. Each unit rate is a fixed unit price for managing all components at a location, including all devices within that location. The TO Contractor shall invoice monthly to the Department for the total amount of devices in production for that month. If a device is installed during the month and less than 15 days remains in the month, no change in price will be allowed during the first month. If a device is installed with more than 15 days remaining in the month, the TO Contractor shall bill the device during the first month. This process will also apply to any managed device removals that occur during the month.
2. For Network Design and Engineering Services (Section 2.4.2.1). It is expected that the majority of materials shall be procured through the State’s current contracts. Any material charges incurred by the TO Contractor shall be with prior approval by the TO Manager and billed as required in Section 2.8.4 of the CATS+ RFP. Work performed under this section shall be defined under the Work Order process defined in Section 2.16.

**2.14.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

1. A proper invoice shall identify “DoIT” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.6.4.1”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number, a total invoice amount. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
2. The TO Contractor shall email the original of each invoice, for each deliverable being invoiced to the TO Requesting Agency at email address: [doitfiscal.invoiceservice@maryland.gov](mailto:doitfiscal.invoiceservice@maryland.gov), with a copy to the TO Manager.



- a. For written deliverables associated with Transition Planning, a proper invoice shall also include the Agency Acceptance of Deliverable Form (Attachment 9) signed by the TO Manager.
3. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.15 PROFESSIONAL DEVELOPMENT**

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

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

## **2.16 WORK ORDER PROCESS**

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

1. Services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to the appropriate labor categories.
2. The ticket tracking system will forward a Work Order request to the TO Contractor to provide the required services. The request will include:
  - a) Technical requirements and description of the services needed;
  - b) Performance objectives and/or deliverables, as may be applicable;
  - c) Due date and time for submitting a response to the request;
  - d) Performance testing period;
  - e) Other specific information as requested by the TO Manager.
3. The TO Contractor shall use the ticket tracking system to provide a response to the TO Manager within the specified time and include at a minimum:
  - a) A response that details the TO Contractor’s understanding of the work;
  - b) A price to complete the Work Order Request using the format provided in DoIT’s ticket tracking system
  - c) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.

- d) The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
  - e) If materials or other non-labor related expenditures are required for the Work Order the following apply:
    - i. Provide a Bill of Materials (BOM) or other supporting documentation reflecting the TO Contractor's expected costs. A mark up or handling fee is not allowed on the purchase of the materials or other non-labor related expenditures as per CATS+ Master Contract.
    - ii. DoIT reserves the right to purchase materials separately if it is in the best interests of the State to do so.
  - f) Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
4. The TO Manager will review the response and will either approve the work and provide a NTP, or will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order. If satisfied, the TO Manager will then provide the NTP.
  5. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager will have the option to interview the proposed personnel. After the interview, the TO Manager will notify the TO Contractor of acceptance or denial of the proposed personnel.

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

## **2.17 PERFORMANCE AND PERSONNEL**

### **2.17.1 WORK HOURS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.17.2 PERFORMANCE EVALUATION**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.17.3 PERFORMANCE ISSUE MITIGATION**

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

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.

- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

#### **2.17.4 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order may be required to submit background check certification to DoIT from recognized Law Enforcement Agencies, including the FBI. If requested by DoIT, TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. DoIT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DoIT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DoIT reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and DoIT IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### **2.18 SOC TYPE II AUDIT**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

### **3.1 REQUIRED RESPONSE**

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

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

### **3.2 SUBMISSION**

#### **3.2.1 E-MAIL SUBMISSION**

The TO Proposal shall not be submitted via e-mail.

#### **3.2.2 PAPER SUBMISSION**

##### **3.2.2.1 TO PROPOSAL VOLUME PACKAGING**

Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies.

Unless the resulting package will be too unwieldy, the State's preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of TO Proposals and including a label bearing:

- The TORFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of TO Proposals

##### **3.2.2.2 ELECTRONIC VERSION OF TO PROPOSAL**

An electronic version of the TO Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original TO Technical Proposal.

An electronic version of the TO Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater) must be enclosed with the original TO Financial Proposal.

**Provide no pricing information on the media submitted in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal media (Volume II).**

Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

### **3.2.2.3 TO PROPOSAL NUMBERING**

All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

### **3.2.2.4 DELIVERY REQUIREMENTS**

- For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, DoIT recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by DoIT. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

## **3.3 SUMMARY OF ATTACHMENTS**

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit four (4) copies of each with original signatures.

- Attachment 2 - MBE forms 1A
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume
- Attachment 13 - Living Wage Affidavit of Agreement
- Attachment 14 - Mercury Affidavit
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- Attachment 16 - Certification Regarding Investments in Iran

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

- Attachment 1 - Price Proposal Forms Signed PDF

**3.4 PROPOSAL FORMAT**

A TO Proposal shall contain the following sections in order:

**3.4.1 TO TECHNICAL PROPOSAL**

**Important: A TO Technical Proposal shall include NO pricing information.**

- A) Draft Transition Plan: Provide a draft transition plan as outlined in Section 2.4.1.
- B) Process and Procedures:
  - 1) Provide documentation of current processes for network monitoring, operations and maintenance and project management planning in supporting a network similar to networkMaryland™. Include a discussion on current practices and the ability to adhere to networkMaryland™’s documented and established processes and procedures.
  - 2) Provide a sample or template Project Management Plan describing the processes the Offeror proposes to use for the Transition in tasks described in Section 2.4.1 Transition Planning.
- C) Compliance with Offeror’s Company Minimum Requirements  
 Offeror’s will provide the following table to demonstrate compliance with the Offeror Minimum Requirements found in Section 2.8.1.

Reference	Minimum Requirement	Evidence of Compliance
2.8.1.1	The company has designed, engineered, and managed for one client a fiber optic network providing high speed data services to a minimum of 500 locations over a geographic area of at least approximately 10,000 square miles.	Provide evidence of meeting this requirement. Provide contact information to enable reviewers to verify all engagements. Projects cited in Section 3.4.1.E may be used to satisfy this requirement.
2.8.1.2	The company has established and operated a 24x7x365 network operations center for a minimum of one year.	Provide evidence of meeting this requirement. Provide contact information to enable reviewers to verify all engagements. Projects cited in Section 3.4.1 E and G may be used to satisfy this requirement if relevant.

- D) Compliance with Minimum Personnel Requirements:

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

E) Master Contractor and Subcontractor Experience and Capabilities.

- 1) Provide four examples of relevant experience **managing networks** similar in size and complexity to the requirements of this TORFP. At least two examples should include managing a similarly sized data backbone network and connected data centers. Include with each example a reference with the following:
  - a) Name of organization.
  - b) Name, title, email and telephone number of point-of-contact for the reference (point of contact must be accessible and knowledgeable regarding the work performed).
  - c) Type and duration of contract supporting the reference.
  - d) Full description of the services provided, scope of the work and performance objectives satisfied.
  - e) State whether the services are still being provided and, if not, an explanation of why the services are no longer being provided to the client organization.
- 2) State of Maryland Experience. If applicable, submit a list of all contracts currently held or have been held within the past five years with any government entity of the State of Maryland. Include for each identified contract the following:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) Network Operation Center

- 1) Provide a detailed narrative on your proposed network operations center. Include the location, physical description of the facility, and the proposed staffing model.
- 2) List any management tools proposed for managing networkMaryland™, and indicate which tools are currently in use, and amount of experience with each tool.
- 3) Provide a proposal for a performance and capacity management tool to be used to

meet the requirements of the contract as outlined in Section 2.4.1.1.4.

- 4) Describe how your company will meet the backup requirements for networkMaryland™'s data centers as described in Section 2.4.4.5.
- G) Provide and discuss Master Contractor's relevant experience **engineering similar networks**. Provide three specific examples of engineering engagements and with each example a reference with the following:
- 1) Name of organization.
  - 2) Name, title, and email telephone number of point-of-contact for the reference (point of contact must be accessible and knowledgeable regarding work)
  - 3) Type and duration of contract supporting the reference.
  - 4) Full description of the services provided, scope of the work and performance objectives satisfied.
  - 5) State whether the services are still being provided and, if not, an explanation of why the services are no longer being provided to the client organization.

H) Proposed Personnel and Staffing Plan

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

- 1) An Organization Chart showing how Offeror intends to organize the team supporting the project.
  - 2) Describe Offeror's approach to acquiring additional quality technical personnel.
  - 3) Describe the Offeror's reach back capability to provide additional personnel to support work order requirements.
  - 4) Identify and provide a one page resume summary for all non-key personnel. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
  - 5) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- I) MBE Participation
- Submit completed VSBE documents Attachment 15 V-1 and V-1A
- Submit completed MBE documents Attachment 2-1A.
- J) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- K) Proposed Facility
- Identify Master Contractor's facilities, including address, from which any work will be performed.



L) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

M) Confidentiality

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

### **3.4.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Proposal Forms).
- B) Price Proposal Forms – Attachment 1 are provided as a separate Excel document to the TORFP. Formulas for calculations are already programmed into the applicable cells.
- C) The Master Contractor should indicate on Attachment 1 the fully loaded hourly labor category rates. Proposed rates are not to exceed the rates defined in the CATS+ Master Contract.
- D) Prices shall be valid for 120 days.

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## **SECTION 4 - TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TO PROPOSAL EVALUATION CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum TO Contractor Company and TO Contractor personnel qualifications render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal. This will focus on, but not be limited to Offeror's experience in managing and engineering large networks, SOCs, and NOCs.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4. This includes, but is not limited to the Offeror's transition plan, process and procedures, project management plan, and network operation center.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.8 and 2.9.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### **4.3 FINANCIAL CRITERIA**

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

### **4.4 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP and quality of responses to Section 3.4.1 TO Technical Proposal will be determined.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) For TO Proposals submitted via e-mail, DoIT will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a

password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

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

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

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

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## LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submit with Proposal?*(Submit, Do Not Submit, Not Applicable to this TORFP)
Attachment 1	Price Proposal Form	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A - 5)	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable to this TORFP
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Submit with TO Technical Proposal
Attachment 16	Certification Regarding Investments in Iran	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Do Not Submit with Proposal

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

**ATTACHMENT 1 PRICE PROPOSAL FORMS**

Price Proposal and instructions provided in a separate Excel File.

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

CATS+ TORFP # F50B5400024

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

## ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

### INSTRUCTIONS

#### PLEASE READ BEFORE COMPLETING THIS FORM

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule,



including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

Total African American MBE Participation: \_\_\_\_\_ %

Total Asian American MBE Participation: \_\_\_\_\_%

Total Hispanic American MBE Participation: \_\_\_\_\_%

Total Women-Owned MBE Participation: \_\_\_\_\_%

**Overall Goal**

Total MBE Participation (include all categories): \_\_\_\_\_%

## **ATTACHMENT 2 -1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. F50B5400024, I affirm the following:

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

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

\_\_\_\_ percent African American-owned MBE firms

\_\_\_\_ percent Asian American-owned MBE firms

\_\_\_\_ percent Hispanic American-owned MBE firms

\_\_\_\_ percent Woman-Owned MBE firms

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

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

### 2. Additional MBE Documentation

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

(a) Outreach Efforts Compliance Statement (Attachment 2-2);

(b) MBE Subcontractor Project Participation Statement (Attachment 2-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

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

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

**MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

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

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

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

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 Date

SUBMIT AS INSTRUCTED IN TORFP

## ATTACHMENT 2 1B: WAIVER GUIDANCE

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

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

#### I. Definitions

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

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

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

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

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

## II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### A. Identify Bid Items as Work for MBE Firms

#### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### 2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

### B. Identify MBE Firms to Solicit

#### 1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### 2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

- (b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.
- C. Solicit MBEs
1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
    - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
    - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
    - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
  2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
  3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
  4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
    - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
    - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
  5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
    - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
    - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.
- D. Negotiate With Interested MBE Firms



Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
  - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
  - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

#### E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

### III. Other Considerations

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

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

### IV. Documenting Good Faith Efforts

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

#### A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

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

B. Outreach/Solicitation/Negotiation

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

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)

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

D. Other Documentation

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

**Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_

(Name of Minority firm)

located at \_\_\_\_\_

(Number)

(Street)

\_\_\_\_\_

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_

(Name of Prime Contractor's Firm)

\*\*\*\*\*  
\*

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

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

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

\_\_\_\_\_  
MDOT Certification #      Telephone #

\*\*\*\*\*

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

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

\_\_\_\_\_  
**Signature of Prime Contractor**      **Title**      **Date**

**ATTACHMENT 2 -1C: MBE ATTACHMENT  
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page \_\_\_ of \_\_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

**Part 1 – Identified items of work bidder/offeror made available to MBE firms**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

**Part 2 – identified MBE firms and record of solicitations**

Page \_\_\_ of \_\_\_

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

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

Please check if Additional Sheets are attached.

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

**Part 3 – additional information regarding rejected MBE quotes**

Page \_\_\_ of \_\_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.



**ATTACHMENT 2 -2: MBE ATTACHMENT  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: \_\_\_\_\_

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

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: \_\_\_\_\_

**4. Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): \_\_\_\_\_

**5. Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

**ATTACHMENT 2 -3A: MBE Attachment  
 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.**

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

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

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

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

**PRIME CONTRACTOR**  
Signature of Representative:  
\_\_\_\_\_  
Printed Name and Title:  
\_\_\_\_\_  
Firm's Name:  
\_\_\_\_\_  
Federal Identification Number:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

**SUBCONTRACTOR**  
Signature of Representative:  
\_\_\_\_\_  
Printed Name and Title:  
\_\_\_\_\_  
Firm's Name:  
\_\_\_\_\_  
Federal Identification Number:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

**ATTACHMENT 2 MBE Attachment 2-3B**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 2-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

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

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

**MBE PRIME CONTRACTOR**

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

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

Firm's Name:  
\_\_\_\_\_

Federal Identification Number:  
\_\_\_\_\_

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

Telephone:  
\_\_\_\_\_

Date:

*This form must be completed monthly by the prime contractor.*

**ATTACHMENT 2 -4A: MBE Prime Contractor Paid/Unpaid MBE Invoice Report**

**DoIT**

**Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 15th of the month following the month the services were provided.	Contract Amount: _____
Note: Please number reports in sequence	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

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

signature and date is preferred):
_____ Contract Manager
_____ Contracting Unit
(Department or Agency)
_____
_____ mailto:

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

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

(Required)

*This form must be completed monthly by MBE subcontractor*

**ATTACHMENT 2 Sample MBE 2-5 Subcontractor Paid/Unpaid MBE Invoice Report**

**Minority Business Enterprise Participation**

**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount      Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:	Contact Person:	
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		

_____ Contract Manager
_____ Contracting Unit
(Department or Agency)
_____
_____ mailto:

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

(Required)



**ATTACHMENT 2 MBE Attachment 2-4B MBE Prime Contractor Report**

**DoIT  
Minority Business Enterprise Participation**

**MBE Prime Contractor Report**

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
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INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

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

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

*This form must be completed monthly by MBE Subcontractor*  
**ATTACHMENT 2 MBE 2-S Subcontractor Paid/Unpaid MBE Invoice Report**

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

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount      Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:	Contact Person:	
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		

_____ Contract Manager
_____ Contracting Unit
(DoIT)
_____
_____ mailto:

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

(Required)

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# F50B5400024 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # F50B5400024.
  - “CATS+ TORFP” means the Task Order Request for Proposals # F50B5400024, dated April 16, 2014 including any addenda and amendments.
  - “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_.
  - “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice.
  - “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP

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

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

TO Contractor Name

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Department of Information Technology

\_\_\_\_\_  
Isabel FitzGerald, Secretary

\_\_\_\_\_  
Date

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

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

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

**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 INSTRUCTED IN TORFP.

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

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

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

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



**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)**

CATS+ TORFP # F50B5400024

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

Candidate Name:

Master Contractor:

**A. Education / Training**

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

**B. Relevant Work Experience**

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

[Organization]                      Description of Work...

[Title / Role]

[Period of Employment / Work]

[Location]

[Contact Person  
(Optional if current)]

[Organization]                      Description of Work...

[Title / Role]

[Period of Employment / Work]

[Location]

[Contact Person]

<add lines as needed>

**C. Employment History**

List employment history, starting with the most recent employment first

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

**Personnel Resume Summary (Continued)**

\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

**D. References**

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			

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

Master Contractor Representative:

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

Proposed Individual:

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

**SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP.**

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): # F50B5400024

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 9 AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: Department of Information Technology

TORFP Title: Network Managed Services & Support

TO Manager: David Mangrum

To:

The following deliverable, as required by TO Project Number F50B5400024 has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B5400024 for Network Managed Services & Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Maryland (“the State”), acting by and through its Department of Information Technology (the “Department or Agency”), 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. F50B5400024 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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



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

10. The parties further agree that:

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

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

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

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

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

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

**TO Contractor/TO Contractor’s Personnel:**

**TO Requesting Agency:**

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

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

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

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

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

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

**SUBMIT AS INSTRUCTED IN TORFP.**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

**ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

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

<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 3 – Substitution of Personnel</p>
<p>A) Has there been any substitution of personnel?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)</p> <p style="padding-left: 40px;">%</p>
<p>B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)</p> <p style="padding-left: 40px;">%</p> <p>(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>

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

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

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

Name of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

\_\_\_\_\_

Witness Name (Typed or Printed):

\_\_\_\_\_

Witness Signature & Date:

\_\_\_\_\_

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 14 MERCURY AFFIDAVIT**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

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

(3) other states; and

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT

THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

Date

Signature

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

Authorized Representative and Affiant



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

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

### SUMMARY OF REPORTS

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

### PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this TORFP, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in Section 1.13 and Attachment 15.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

### Solicitation and TO Formation

Offeror shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 15 form V-1A and Attachment 15 form V-1 whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

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

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

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

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

### **TO Administration Requirements**

The TO Contractor, once awarded the TO shall:

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

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

## **ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

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

**ATTACHMENT 15 V-1A  
Offeror Acknowledgement of Task Order VSBE Requirements**

This document shall be included with the submittal of the Offeror’s response to the TORFP when the VSBE goal is greater than 0%. If Offeror fails to complete and submit this form with its response to the TORFP, the TO Procurement Officer shall determine that the Offeror’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TO Number \_\_\_\_\_, I affirm the following:

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

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

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

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

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

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

Address

\_\_\_\_\_  
Date

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

This form and Form V-1A **MUST BE** included with the bid or offer for any TORFP with a VSBE goal greater than 0%. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

**Part 1 - Affidavit**

In conjunction with the bid or proposal submitted in response to TO Number \_\_\_\_\_, I affirm the following:

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

OR

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

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

(a) Subcontractor Project Participation Statement

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

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

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

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

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

Part 2 - VSBE Participation Schedule

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

List information for each verified VSBE subcontractor on this project

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

Continue on a separate page, if needed

Total VSBE Participation \_\_\_\_\_%

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

---

Bidder/ Offeror Name

Signature of Affiant

(PLEASE PRINT OR TYPE)

Name:

Title:

Date:

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 15 V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

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

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

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

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

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

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

Name, Title

Name, Title

Date

Date



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

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

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

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

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

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

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

Date \_\_\_\_\_

**ATTACHMENT 15 V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT**

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

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

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

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

Prime Contractor Name: \_\_\_\_\_

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature

---

Date

---

**ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

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

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

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

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

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

## ATTACHMENT 17 SAMPLE WORK ORDER

<b>WORK ORDER</b>	<b>Work Order #</b>	<b>Contract #</b>		
<p>This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.</p>				
<p><b>Purpose</b></p>				
<p><b>Statement of Work</b></p> <p><u>Requirements:</u></p>				
<p><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></p>				
<p>Deliverables are subject to review and approval by &lt;&lt;TO Requesting Agency ACRONYM&gt;&gt; prior to payment.  <i>(Attach additional sheets if necessary)</i></p>				
<b>Start Date</b>		<b>End Date</b>		
<b>Cost</b>				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		DoIT shall pay an amount not to exceed		\$
<b>Contractor</b>		<b>Agency Approval</b>		

(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

THIS ATTACHMENT DOES NOT APPLY.