Questions and Answers for TORFP: BPM023062 -Network Managed Services (last updated 4/22/21)

1.	TORFP section 2.3.3.3 (page 9) indicates DoIT is supplying components of the network monitoring infrastructure. Please provide more information on the current monitoring infrastructure: a. What hardware and software are currently implemented for the network monitoring infrastructure?	• Orion SolarWinds (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • One Control (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • Splunk (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • Cacti (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • Scrutinizer (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware)
	b. Which hardware and software components does DoIT own and supply?	• Orion SolarWinds (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • One Control (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • Splunk (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • Cacti (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware) • Scrutinizer (VMware Hypervisor ESXI 6.7 Virtual Machine – Cisco UCS Hardware)
	c. For DoIT supplied software, will all necessary licenses be provided by the State at no cost to the TO Contractor?	• Yes.
	d. Are there any proprietary components of the current vendor's solution that will need to be replaced by the selected Master Contractor under this TORFP?	• We have not identified any such systems to date. Should we identify any we will issue a notice to all prospective bidders.
2.	TORF Section 2.2.3 (page 6) indicates the state will provide normal office facilities and standard office furnishings for TO Contractor performance under this task order. This would seem to imply that the Contractor is expected to perform work duties under this task at State supplied facilities, but the TORFP also requires the contractor to provide a NOC within 30 miles of the Crownsville location. Please clarify what office facilities and office furnishings are being referred to in 2.2.3? Specifically, at what location will DoIT provide facilities and furnishings and what work is expected to be performed at DoIT supplied facilities.	• Should the State require a member of the TO Contractors staff to work at a State Facility, then the provisions of 2.2.3 would apply. TO Contractors would normally be expected to work from their own facilities.

3	One of the tasks under TORFP Section 2.3.3.1.A is the transferring of assets from the incumbent's warehouse to the TO Contractor (item 16). a. Please confirm the state owns the current inventory and it will be transferred to the TO Contractor at no cost;	• The inventory belonging to the State located at the incumbent's warehouse in Glen Burnie, MD will need to be transferred to the awardee's warehouse. The awardee will be responsible for all costs associated with transferring all State-owned inventory to the new location.
	b. Provide a listing of the inventory expected to be transferred to the TO Contractor;	• A list of minimum inventory levels will be provided as a document in the virtual "reading room."
	c. Provide the estimated square footage required for the inventory.	• The vendor will need to determine the square footage required to properly warehouse the inventory of State-owned equipment.
4.	Section 3.15 of the TORFP indicates material costs shall be passed through with no markup by the TO contractor. Please provide a description of the materials to be purchased and an estimate of the annual cost to be passed through to the State.	• Materials passed through at cost to the State are those required by the awardee in the performance of this contract and not already supplied by the State. No cost estimate is available; however, the State provides all hardware and software required to operate and maintain the network.
5.	Use of remote resources has proven both secure and efficient during COVID-19. In order to provide maximum value to the State, would DoIT consider the use of remote resources outside of the 30-mile radius, up to and including anywhere in the contiguous United States? b. If remote work is acceptable, are there functions which must be performed at the location 30 miles from Crownsville?	• No. The TO Contractor must deliver services in accordance with the Service Level Agreements and Network Operations Center requirements defined in this TORFP. Contractors may describe in their proposal how remote resources could be utilized to fulfill the TORFP requirements.
6.	TORFP Section 2.2.1.C (page 5) references a reading room at 100 Community Place, Crownsville, Maryland. Does this room require physical visitation or will our resource who signs the NDA be able to access it remotely such as via a restricted website? If physical visitation is required, what COVID-19 protocols must be followed?	• The reading room will be a secure website and zip file with restricted access by Google email address in light of current COVID restrictions. Interested Contractors need to submit a copy of their Non-Disclosure Agreement (NDA) and contact information (email and name)

Attachment I.	Non-Disclosure Agreement (TO Contractor)

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

RECITALS

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

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, "Confidential Information" means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. The TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor's Personnel or a subcontractor's personnel) as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The TO Contractor shall, at its own expense, return to the DoIT all Confidential Information in its care, custody, control or possession upon request of the DoIT or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

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

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

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

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

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

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

    g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

<div align="center">SIGNATURES ON NEXT PAGE</div>

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

TO Contractor: _____

DoIT _____

By: _____
(seal)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Questions and Answers GROUP 2 for TORFP: BPM023062 -Network Managed Services

1.	The minimum qualification for experience providing "managed service support of a fiber optic wide area network that provides high speed data services to a minimum of 500 locations over a geographic area of at least approximately 10,000 square miles" precludes many vendors from responding to this TORFP and limits competition. The added requirement that only Prime contractor experience may be used from one client with services being provided continuously for a minimum of three consecutive years further reduces competition. To further open competition and ensure the best value to the State, we recommend requirements #1 and #2 be combined to read "The company has provided managed service support to a fiber optic wide area network and local area networks that provides high speed data services to a minimum of 10,000 individuals who work on a full time basis for the client."	The state's network encompasses the entire geography of the State of Maryland. As outlined in the TORFP and discussed during the pre-bid conference the minimum qualifications are directly relevant to the State's network operations as they exist today. Further note that each qualification is distinctly different.
2.	In Section 2.3.9, the subsections seem to be mis-labeled as 2.3.10.1-3. Can DoIT correct the subsection numbering under Section 2.3.9? *Under section "2.3.9 Fiber Maintenance, Engineering and Construction Services" the following sections have been mislabeled and should be corrected as follows: "2.3.10.1 Fiber Optic Cable Design, Engineering, and Construction Services" replace numbering with "2.3.9.1"; "2.3.10.2 Fiber Location Services – Utility Marking" replace with "2.3.9.2"; "2.3.10.3 Fiber Repair and Splicing" replace with "2.3.9.3".*	Numbering has been corrected in Amendment 1.
3.	Response time is defined as 5 minutes for all SEV levels in Section 2.5.7 and 15 minutes in Section 2.5.9. Did DoIT intend the 15 minutes as the current industry standard?	Section 2.5.7 outlines the different triggers and intervals for incident notifications and escalations. The 5 minute Event Response is for **Incident Confirmation.** Incident Confirmation occurs when the TO Contractor reviews an event and determines that an incident ticket must be created. Please see Amendment 1 for clarifications on event response.
	The table in Section 2.5.9 defines a 2-hour resolution time, and the table in Section 2.5.7 defines a 4-hours onsite with parts for Critical tickets, which seems in conflict. Did DoIT intend to establish Pause Timers	See Amendment 1 with clarification on resolution times. Pause/hold timers may not be used for travel time. For circumstances outside of the TO Contractors control, pause/hold timers may be used.

	in the resolution SLA to allow for the 4-hour travel time allowance?	
	Question: In Section 2.5.8 the "Average Event Response Time" measurement does not correlate to the SLA Criteria which specifies a certain % of events should be below a specific time SLA. Does DoIT intend to have the "Service Level Agreement" column criteria as "Average Response Time" < 15min, 30 min, 2 hours to align with the measurement column?	See Amendment 1
6.	Section 2.5.8 the "Average Event Resolution Time" measurement does not correlate to the SLA Criteria which specifies a certain % of events should be below a specific time SLA. Does DoIT intend to have the "Service Level Agreement" column criteria as "Average Resolution Time" < 2 hours, 4 hours, 24 hours, and 72 hours to align with the measurement column?	See Amendment 1
	In Section 5 regarding proposal response structure, there are 2 sections 5.4.2.A; one on proposal format and the other on Open Source Software. Is the second 5.4.2.A (Open Source Software) there in error?	The second 5.4.2 A. relating to "Open Source Software" should be eliminated.

Questions and Answers GROUP 3 for TORFP: BPM023062 -Network Managed Services

#	Document	Section	Page	Question	Answer
1	TORFP	2.3.2	6-7	There appears to be a discrepancy with the Section numbers in Table 1 and the Sections that follow. Please confirm and provide updates in an amendment.	See Group 2 Questions - #2
2	TORFP	2.3.9	15-16	It appears Sections 2.3.10.1 - 2.3.10.3 should be Sections 2.3.9.1 - 2.3.9.3. Please confirm.	See Group 2 Questions - #2
3	TORFP	2.3.12.1	17	It appears Section 2.3.12.1 Backup should be at the same level as Product Requirements above it and become Section 2.3.13. Please confirm.	See Group 2 Questions - #2
4	TORFP	Attachment D-1A	63 and 69	Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule indicates this form shall be submitted with the proposal; however Table 3 on page 63 does not list this form as required. It is our assumption that this form is required, please confirm.	This form is required.
5	TORFP	Attachment L	64 and 122	Table 3 on page 64 indicates Attachment L Location of the Performance of Services Disclosure applies and is required with our TO submission; however Attachment L on page 122 indicates this is not required. Please clarify this discrepancy.	Attachment L is not required.
6	TORFP	Appendix 4A	138	There are several references in Appendix 4A for Appendix 2B and Form 5B however these have not been provided. We assume the intended references should come from Appendix 4B, please confirm.	*Appendix 2B should be changed to Appendix 4B* *See Amendment 1.*
7	TORFP	2.3.1	12	We understand the State is seeking services in accordance with ITIL standards. Is DoIT seeking a cross-functional team of ITIL Service Design, Service Transition, and Service Strategy experts along with project managers?	Key Personnel have been identified under the Minimum Qualifications. Additional staffing to support the overall requirements of the program's planning and design would perform these duties under the Key Personnel. *The Offeror shall propose a team that meets or exceeds the requirements outlined in this TORFP.*

#	Document	Section	Page	Question	Answer
8	TORFP	2.3.3.1	14	#4, 5 and 6 of Transitioning Planning requirements reference the "Application Hosting Environments". Is server and systems support within the scope of the TORFP?	The TO Contractor will be responsible for managing the state-owned applications that are installed on servers for the networkMaryland™ program. The servers themselves will be managed and maintained by the DoIT Server and Storage team. There is a Linux server that the current contractor manages and will be transitioned to the DoIT Server and Storage team.
9	TORFP	2.3.3.1	14	Can the State please expand on requirement #7 for "Creating a permanent remote accesss solution to manage DOIT assets". Is there an existing user VPN solution to access DOIT assets?	*The successful TO Contractor is required to establish a "permanent remote access solution" between their facility and the DoIT network in order to perform the services outlined in this TORFP. DoIT will provide the application/tools required to manage DoIT assets.*
10	TORFP	2.3.3.1	14	Can the state please provide additional information for requirement #10 which references "unfinished projects". How many new projects does DOIT anticipate in a year? How many projects are currently in the pipeline? By what criteria does DOIT classify a "Project"?	*Tanya* *Approximately 100 significant network infrastructure projects are completed annually. Any projects that have not be completed upon award of this TORFP will be transitioned to the successful TO Contractor for completion. Examples of projects include but are not limited to fiber build outs, cabling installations, and equipment deployments.* *Refer to the Project Management Institute definition of a "project"* https://www.pmi.org/about/learn-about-pmi/what-is-project-management
11	TORFP	2.3.3.2	14-15	Approximately how many SOPs does DOIT/incumbent have in place to support their infrastructure?	The state currently maintains hundreds of Standard Operating Procedures (SOP's) in relation to the services outlined in this TORFP.
12	TORFP	2.3.5.3	13	In reference to requirement #4, can the State provide us with an inventory list and details on how much inventory is kept on hand for sparing and project work so that we may determine how much space is required? How much sq ft is available in the current warehouse?	This information has been provided in the Reading Room and zip files. Offerors must complete and return the NDA to obtain access to this information. The State will not determine or recommend how much space would be required to support inventory management

#	Document	Section	Page	Question	Answer
13	TORFP	2.3.12.1	17	Can the State please elaborate on backup requirements? In addition to network configuration backup (e.g. device config backups), what else needs to be backed up? There are previous references to the application hosting environment, is this part of the backup requirements?	The TO Contractor will be responsible for managing the state owned application that performs network configuration backups.
14	TORFP	5.4.2.G #2	58	For State of Maryland experience, can both the Master Contractor and subcontractors provide their experience with the State?	Subcontractor experience MAY NOT be used Master Contractor to meet the Minimum Qualifications. The Minimum Qualifications must be met by the Master Contractor. Reference Section 1.1
15	TORFP	3.10.4.A	42	Requirement A indicates "actual resumes shall be provided only for Key Personnel as described in Section 1.2." Does the state require full resumes in addition to the forms in Appendix 4A and 4B?	Reference Section 5.4.2 - D 2) "Complete and provide for each proposed resource Appendix 4A Minimum Qualifications Summary and Appendix 4B Personnel Resume Form." Appendix 4 - Labor Classification Personnel Resume Summary - "The Personnel Resume Form provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed."
16	TORFP	3.10.3	41	Section 3.10.3 for Personnel Experience indicates the Program Manager "Must have at least five years' experience managing a service provider network supporting at least 500 locations covering a geographic area approximately the size of the State of Maryland." We believe this requirement for the Program Manager restricts vendors from proposing highly qualified candidates due to the geographic area and location requirements. We recommend removing these restrictions and keep the requirement to "Must have at least five years' experience managing similar network managed services contracts."	The Minimum Qualifications will not be changed. These Minimum Qualifications relate specifically and directly to the size and scope the states network and performance of the services outlined in this TORFP.
17	TORFP	3.10.3.	41	Section 3.10.3 for Personnel Experience indicates the Network Operations Center Managers must have at least	The Minimum Qualifications will not be changed. These Minimum Qualifications relate specifically and directly to

#	Document	Section	Page	Question	Answer
				three years of experience "Monitoring and managing the configuration of 500+ network devices". We believe this requirements restricts vendors from proposing highly qualified candidates and request the requirement be changed to "Monitoring and managing the configuration of 100+ network devices".	the size and scope the states network and performance of the services outlined in this TORFP.
18		General		When will the vendors be granted access to the Reading Room?	As soon as their NDA and designated email address is provided; see attached NDA in Amendment 1.
19		General		Could the State share any diagram of physical WAN network and circuits?	Provided in Reading Room and zip files
20		General		Could the State share any diagram of MPLS network?	Provided in Reading Room and zip files
21		General		Could the State share Devices brand and models that should be supported?	Provided in Reading Room and zip files
22		General		It would help to know the number of devices in provider core and edge located; could the State share these numbers?	Device inventories of network equipment in Production has been provided in the Reading Room and zip files.
23		General		It would help to know the number of devices over customer edge located; could the State share these numbers?	Device inventories of network equipment in Production has been provided in the Reading Room and zip files.
24		General		Would any local office's LAN or WAN need to be supported? Requesting the State to clarify.	Local office WAN connections are a required support element of this contract. Managed network devices are installed managed and maintained under this contract. Occasional support of LAN environments and WAN integration is also required.
25		General		Would any Wireless LAN environment need to be supported? Requesting the State to clarify.	Wireless LAN equipment would not require primary support under this contract.
26		General		Could the State please share 'EoL/EoS' list?	Redding
27		General		It would help to know what network management tools are available; could the State please share this information?	A response to this question was provided in the 4/1/21 Questions.

#	Document	Section	Page	Question	Answer
28		General		Any vendor involved with Fiber installation projects or troubleshooting process; requesting the State to clarify.	Request the vendor state a specific question that the State can respond to.
29		General		Any UPS work to be supported; requesting the State to clarify.	UPS installation, management and monitoring is required at locations where networkMaryland has deployed UPSs in support of networking equipment.
30		General		Any Network Topology tools available for network diagrams; requesting the State to clarify.	A response to this question was provided in the 4/1/21 Questions.