

Attachment I. Non-Disclosure Agreement (Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through _____ (Issuing Agency Name) (the "Department" or "Agency" or "Authority" or "Commission"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") following the solicitation for _____ (Solicitation Title) Solicitation # _____; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor's employees, agents, and subcontractors (collectively the "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 Contract, 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 Contractor in connection with the Contract 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 Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the 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 Contract.

2. The 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 Contract. The Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Contractor shall provide copies of such agreements to the State. The names of such personnel are attached hereto and made a part hereof as **Attachment I-2**. Contractor shall update **Attachment I-2** by adding additional names (whether Contractor's Personnel or a subcontractor's personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the Contract or will otherwise

have a role in performing any aspect of the Contract, the 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 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 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 Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

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

8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The 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 Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. 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 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 Agreement entered into by the parties.

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

Contractor:

Department

By:

By:

(seal)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

I-2 NON-DISCLOSURE AGREEMENT

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

[illegible]

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

DoIt Network Managed Services and Support
TORFP#: BPM023062
AMENDMENT #1

Ladies/Gentlemen:

This Amendment #1 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions

REVISIONS:

1. Changes to 2.3 Responsibilities and Tasks; Table 1 Summary of Work Requirements:

From:	2.3.8.7 Fiber Maintenance, Engineering and Construction Services 2.3.8.8 Construction Services 2.3.9. Fiber Location Services – Utility Marking
To:	2.3.9 Fiber Maintenance, Engineering and Construction Services [Delete] 2.3.8.8 Construction Services 2.3.9.2 Fiber Location Services – Utility Marking

2. Changes to 2.3.9 Fiber Maintenance, Engineering and Construction Services and TO Contractor-Supplied Hardware, Software, and Materials; subsections:

From:	2.3.10.1 Fiber Optic Cable Design, Engineering, and Construction Services 2.3.10.2 Fiber Location Services – Utility Marking 2.3.10.3 Fiber Repair and Splicing 2.3.11.1 Required Project Policies, Guidelines and Methodologies 2.3.11.2 Product Requirements 2.3.11.3 Backup
To:	2.3.9.1 Fiber Optic Cable Design, Engineering, and Construction Services 2.3.9.2 Fiber Location Services – Utility Marking 2.3.9.3 Fiber Repair and Splicing 2.3.10.1 Required Project Policies, Guidelines and Methodologies 2.3.10.2 Product Requirements 2.3.10.3 Backup

3. Update charts associated with the listed Sections as follows:

2.5.7 Notification and Escalation Requirements:

Notification Requirement	Critical	High	Normal	Low
Event Response (Incident Confirmation)	5 minutes (from the initial event in any monitoring tool)	5 minutes (from the initial event in any monitoring tool)	5 minutes (from the initial event in any monitoring tool)	5 minutes (from the initial event in any monitoring tool)
Event Response (Notification to State)	10-15 minutes from the initial event start time (via telephone <u>ticketing tool</u>)	15 minutes from the initial event start time (via ticketing tool)	15 minutes from the initial event start time (via ticketing tool)	15 minutes from the initial event start time (via ticketing tool)
Event Diagnosis and Resolution Procedure	10-15 minutes from the initial event start time (via telephone <u>ticketing tool</u>)	15 minutes from the initial event start time (via ticketing tool)	15 minutes from the initial event start time (via ticketing tool)	15 minutes from the initial event start time (via ticketing tool)
Impacted Subscriber Notification	20 minutes (via telephone)	20 minutes (via telephone)	20 minutes (via telephone)	20 minutes (via telephone)
Hardware Failure Response	4 hours	4 hours	4 hours	One business day <u>24 hours</u>
Resolution Notification	10 minutes after resolution (via telephone)	10 minutes after resolution (via telephone)	10 minutes after resolution (via telephone)	10 minutes after resolution (via telephone)
Root Cause Analysis (RCA)	Two business days after the resolution (Required)	Two business days after the resolution (If requested by DoIT)	Two business days after the resolution (If requested by DoIT)	Two business days after the resolution (If requested by DoIT)

2.5.8 Service Level Agreements and Associated Service Credits

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

2.5.9 Severity Definitions and Required Response and Resolution Times

Event Severity	Response Time	Resolution Time	Work Outage	Users Affected	Workaround
Critical	Less than 15 minutes	Within 2 hours of first report <u>initial event</u> (<u>Remote remediation</u>) Within 4 hours of <u>initial event</u> (<u>network Maryl and TM hardware failure</u>)	Major portions of the network are inaccessible. Network users are unable to work, or to perform some significant portion of their job. <u>Critical services, circuits, or devices are affected</u> <u>Security Incidents.</u>	Significant number of users or internal system functionalities are affected. Users could include State residents and businesses impacted by the event.	There is no acceptable workaround to the problem.
High	Less than 30 <u>15</u> minutes	Within 4 hours after first report	Major portions of the network are inaccessible. Network users are unable to work, or to perform some significant portion of their job.	Users or internal system functionalities are affected. Users could include State residents and businesses impacted by the event.	There is no acceptable workaround to the problem.

Event Severity	Response Time	Resolution Time	Work Outage	Users Affected	Workaround
Normal	Within 2 hours <u>Less than 15 minutes</u>	Within 1-day (24 hours) <u>after first report 4 hours after first report</u> . If the outage is not resolved a resolution plan must be in place.	Specific non-critical features are not operating as <u>specified</u> . Systems or users are unable to perform a small portion of their <u>job, but</u> are able to complete most tasks.	Affects <u>a number of</u> users.	There may or may not be an acceptable workaround, however system, service, or component degradation continues to exist.
Low	Within 2 hours <u>Less than 15 minutes</u>	Within 3-days (72 hours) <u>24 hours</u> after first report. If the outage is not resolved a resolution plan must be in place.	Lower priority features that can be done manually are not operating as <u>specified</u> . Often a request for service with ample lead time.	Affects a number of <u>No users are affected.</u>	There is likely an acceptable workaround to the problem or the system, service or component is experiencing minor performance degradation.

Appendix 4A Minimum Qualifications Summary**▲ APPENDIX 4A - MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # BPM023062

*All content on this form must also be on the Personnel Resume Form.**ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/ SubContractor :	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B 4B						
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)							
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree <u>obtained</u> and dates attended.)						
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor <u>category</u> Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td>Match to Form Appendix 2B</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company	Match to Form Appendix 2B	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company					
Match to Form Appendix 2B	<insert cross-reference(s) to the full description on Form 5B>						
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor <u>category</u> Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td>Match to Form Appendix 2B</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company	Match to Form Appendix 2B	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company					
Match to Form Appendix 2B	<insert cross-reference to the full description on Form 5B>						
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY							

4. **Replace the “Attachment-I-Non-Disclosure Agreement Contractor” with the attached Attachment I Non-Disclosure Agreement Contractor.**

Attachment I. Non-Disclosure Agreement (Contractor)

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RECITALS

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

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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 Contractor in connection with the Contract 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 Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the 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 Contract.

2. The 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 Contract. The Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Contractor shall provide copies of such agreements to the State. The names of such personnel are attached hereto and made a part hereof as **Attachment I-2**. Contractor shall update **Attachment I-2** by adding additional names (whether Contractor's Personnel or a subcontractor's personnel) as needed, from time to time.

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have a role in performing any aspect of the Contract, the 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 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 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 Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

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

8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The 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 Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. 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 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 Agreement entered into by the parties.

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

Contractor:

Department

By:

By:

(seal)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

I-2 NON-DISCLOSURE AGREEMENT

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

[illegible]

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

DoIt Network Managed Services and Support
TORFP#: BPM023062
AMENDMENT #2

Ladies/Gentlemen:

This Amendment #2 is being issued to amend and clarify certain information contained in the above referenced TORFP. All information contained herein is binding on all Offerors who respond to this TORFP. Specific parts of the TORFP have been amended. The following changes/additions

REVISIONS:

1. Changes to page 2 – KEY INFORMATION SUMMARY SHEET

From:	TO Proposals Due (Closing) Date and Time: May 20, 2021, 2:00 PM Local Time
To:	TO Proposals Due (Closing) Date and Time: <u>June 3, 2021, 2:00 PM Local Time</u>

2. The Proposal Due (Closing) Date in Section 4.3 has been modified. The new closing date is June 3, 2021 2:00 PM Local Time.