

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

**MARYLAND STATEWIDE PUBLIC SAFETY  
COMMUNICATIONS SYSTEM (700MHZ)**

CATS+ TORFP # F50B440029



Issue Date: April 10, 2014

**SMALL BUSINESS RESERVE ONLY**

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>KEY INFORMATION SUMMARY SHEET .....</b>                                      | <b>4</b>  |
| <b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>                             | <b>5</b>  |
| 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT .....                                | 5         |
| 1.2 ROLES AND RESPONSIBILITIES .....  | 5         |
| 1.3 TO AGREEMENT.....   | 6         |
| 1.4 TO PROPOSAL SUBMISSIONS .....   | 6         |
| 1.5 ORAL PRESENTATIONS/INTERVIEWS .....   | 6         |
| 1.6 QUESTIONS .....   | 6         |
| 1.7 TO PRE-PROPOSAL CONFERENCE.....   | 6         |
| 1.8 CONFLICT OF INTEREST .....  | 6         |
| 1.9 LIMITATION OF LIABILITY .....   | 7         |
| 1.10 CHANGE ORDERS .....  | 7         |
| 1.11 TRAVEL REIMBURSEMENT.....  | 7         |
| 1.12 MINORITY BUSINESS ENTERPRISE (MBE).....                                    | 7         |
| 1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....                        | 7         |
| 1.14 NON-DISCLOSURE AGREEMENT .....   | 7         |
| 1.15 LIVING WAGE.....   | 8         |
| 1.16 IRANIAN NON-INVESTMENT .....   | 8         |
| 1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....                              | 8         |
| 1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY.....                             | 8         |
| 1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS .....                         | 8         |
| <b>SECTION 2 - SCOPE OF WORK.....</b>   | <b>9</b>  |
| 2.1 PURPOSE.....  | 9         |
| 2.2 REQUESTING AGENCY BACKGROUND.....   | 9         |
| 2.3 PROJECT BACKGROUND .....  | 9         |
| 2.4 PROFESSIONAL DEVELOPMENT.....   | 10        |
| 2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....                        | 10        |
| 2.6 REQUIREMENTS .....  | 10        |
| 2.7 PERFORMANCE AND PERSONNEL .....   | 15        |
| 2.8 DELIVERABLES.....   | 17        |
| 2.9 MINIMUM QUALIFICATIONS .....  | 18        |
| 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS.....                        | 19        |
| 2.11 RETAINAGE .....  | 19        |
| 2.12 INVOICING .....  | 19        |
| 2.13 TIME SHEET SUBMISSION AND ACCEPTANCE.....                                  | 20        |
| 2.14 WORK ORDER PROCESS.....  | 21        |
| <b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b> | <b>22</b> |
| 3.1 REQUIRED RESPONSE .....   | 22        |
| 3.2 SUBMISSION .....  | 22        |
| 3.3 SUMMARY OF ATTACHMENTS .....  | 22        |
| 3.4 PROPOSAL FORMAT .....   | 23        |

**SECTION 4 - TASK ORDER AWARD PROCESS..... 26**

    4.1 OVERVIEW .....26

    4.2 TO PROPOSAL EVALUATION CRITERIA.....26

    4.3 SELECTION PROCEDURES.....26

    4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....27

**LIST OF ATTACHMENTS ..... 28**

**ATTACHMENT 1 PRICE PROPOSAL..... 29**

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS..... 32**

**ATTACHMENT 3 TASK ORDER AGREEMENT..... 33**

**ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ..... 36**

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS) ..... 37**

    ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY39

    ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED).....40

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS..... 41**

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)..... 42**

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM ..... 43**

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM ..... 44**

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR) ..... 45**

**ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) ..... 46**

**ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST ..... 49**

**ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT..... 51**

**ATTACHMENT 14 MERCURY AFFIDAVIT ..... 52**

**ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)..... 53**

**ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 54**

**ATTACHMENT 17 SAMPLE WORK ORDER..... 55**

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM ..... 56**

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT..... 57**

## 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).

|                                  |   |
|----------------------------------|---|
| TORFP Title:                     | Maryland Statewide Public Safety Communications System (700 MHz)                          |
| TO Project Number (TORFP #):     | F50B4400029   |
| Functional Area:                 | Functional Area 10 – IT Management Consulting Services                                    |
| TORFP Issue Date:                | April 10, 2014  |
| Questions Due Date and Time:     | April 23, 2014 at 2:00 PM Local Time  |
| Closing Date and Time:           | May 7, 2014 at 2:00 PM Local Time   |
| TORFP Issuing Agency:            | Department of Information Technology (DoIT)   |
| Send Questions and Proposals to: | Terraceta Tubaya<br>Email: Terraceta.Tubaya@maryland.gov                                  |
| TO Procurement Officer:          | Terraceta Tubaya<br>Email: Terraceta.Tubaya@maryland.gov                                  |
| TO Manager:                      | Ray Lehr<br>Email: Ray.Lehr@maryland.gov  |
| TO Type:                         | Time and materials  |
| Period of Performance:           | Three (3) years plus two (2) one year options   |
| MBE Goal:                        | None at the TORFP level; MBE goals may apply at the work order level (TORFP Section 1.12) |
| VSBE Goal:                       | 0%  |
| Small Business Reserve (SBR):    | Yes   |
| Primary Place of Performance:    | 5740 Executive Dr., Suite 110, Catonsville, MD 21228                                      |
| TO Pre-proposal Conference:      | A Pre-proposal conference will not be held.   |

## 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; and ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the TO Support Personnel 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 Agreement. 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 support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in a TO Proposal by an Offeror to perform work under the scope of this TORFP. Proposed personnel shall start as of issuance of the Notice to Proceed unless specified otherwise.
- **Offeror** – A Master Contractor submitting a TO Proposal.
- **TO Proposal** – The combination of an Offeror's Technical Proposal and Financial Proposal.

### 1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor submitting a TO Proposal in response to this TORFP (Offeror) 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 (TO Contractor), which will bind the selected Master Contractor to the contents of its TO 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 submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

### 1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors that meet minimum qualifications and Proposed Personnel will be required to make an oral presentation to State representatives. The initial oral presentation will be uniform for all such Offerors.

In the event that more than ten (10) Offerors meet minimum qualifications, such Offerors will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. Offerors will be ranked based on their oral presentation, Proposed Personnel resume and initial TORFP review. The top five Offerors will be required to submit to in-person oral presentations that will include the Proposed Personnel. Offerors not selected for in-person oral presentations will be notified by the TO Procurement Officer.

Significant representations made by an Offeror during the oral presentation or during the in-person interview shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TO Agreement is awarded to the Offeror. The TO Procurement Officer will notify Offeror of the time and place of oral presentations.

### 1.6 QUESTIONS

All questions must be submitted via email 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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and 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 a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

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. TO Contractor's liability for this TORFP is limited to one (1) 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 not be reimbursed.

#### 1.12 MINORITY BUSINESS ENTERPRISE (MBE)

There is no MBE goal established for this TORFP. However, MBE goals may apply at the work order (Section 2.14) level if DoIT determines that the required services or number of resources described in a work order allow for subcontracting. A proposal submitted by an Offeror must be accompanied by a completed MBE Form D1-A, Master Contractor Acknowledgement of Task Order MBE Requirements. A copy of this acknowledgement is included as TORFP Attachment 10. **Failure to submit a properly completed Form D1-A with the Offeror's proposal shall render the Offeror's proposal not reasonably susceptible of being selected for award.**

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

There is no VSBE goal for this TORFP.

#### 1.14 NON-DISCLOSURE AGREEMENT

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

THIS SUB-SECTION IS NOT APPLICABLE TO THIS TORFP.

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

Certain system documentation may be required by the TO Contractor 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 Offeror 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 shall typically apply 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 will send an initial checklist to the TO Contractor approximately three (3) 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 SECTION IS NOT APPLICABLE TO THIS TORFP.

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

DoIT is issuing this CATS+ TORFP to in order to obtain resources to support DoIT's desire to implement phases of the Statewide 700 MHz Communications System Project. DoIT is seeking proposals from Master Contractors with appropriate skills for each component of this Project as described in the scope of work below.

DoIT wishes a team to perform the work defined in this TORFP but intends to make an award determination based on the skills of a project manager presented in response to this TORFP. Therefore, responses to this TORFP shall contain **exactly one (1) named resource** for a project manager and a Staffing Plan that describes additional team members necessary to meet the requirements of the TO. Offerors must propose all possible CATS+ Labor Categories anticipated to be needed to complete the scope of work, as needed throughout the duration of the TO Agreement.

DoIT intends to award this Task Order to one (1) Offeror that proposes the best named resource and Staffing Plan that satisfies the TO requirements.

DoIT has the option of adding up to eight (8) additional resources to this TO for a maximum total of nine (9) concurrent resources to support the 700 MHz Communications Systems Project. All additional resources will be requested through a Work Order process (See Section 2.12.3).

### 2.2 REQUESTING AGENCY BACKGROUND

DoIT is responsible for providing centralized IT applications, data and telecommunications services, and IT policy for the State of Maryland. DoIT is a principal procurement agency, and has oversight authority for large IT expenditures. DoIT additionally provides programmatic oversight for all major IT projects in Maryland.

### 2.3 PROJECT BACKGROUND

The 700 MHz project is replacing several outdated agency radio systems with a new state-of-the-art voice and data communications system for first responders and public services agencies. New infrastructure has been designed and built to meet current and future communications system requirements of the State and participating local government agencies. The new system provides communication capability between State agencies and local jurisdictions. Implementation began in 2011 with a limited deployment in Region 1A (I-95 Corridor) to support full transition by the Maryland Transportation Authority and one Maryland State Police Barrack (JFK). Additionally, Region 1A was expanded geographically to include Region 1B, Kent County. Phase 2 of the project included Region 2 (Eastern Shore), minus Kent County, which has now been completed. This TORFP is for the management oversight, daily operations and system programming associated with a minimum of five (5) additional phases to complete coverage in all other regions.

Some job titles previously used on this project have been:

- Radio Systems Technical and Regulatory Specialist
- Radio System Contract Manager
- 700 MHz Project Manager
- APX Radio Programmer

- Scheduler
- Project Control Specialist

## 2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the TO Support Personnel. Further, any TO Support Personnel providing IT services shall maintain any required professional certifications for the duration of the resulting TO. DoIT bears no financial responsibility for any professional development costs.

## 2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology;
- The State of Maryland Information Technology Security Policy and Standards;
- The State of Maryland Information Technology Non-Visual Access Standards;
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide (PMBOK).

## 2.6 REQUIREMENTS

Work to be performed by the TO Contractor shall be at the direction of DoIT, encompassing a broad range of responsibilities, activities, and work product associated with the management oversight, daily operations and system programming associated with the five (5) phases to complete coverage of the 700 MHz system. The TO Support Personnel shall be responsible for performing duties as identified below, plus other duties as assigned by the TO Manager within the general scope of this TORFP.

TO Contractor task responsibilities shall include but not be limited to:

### 2.6.1 PROJECT MANAGEMENT ACTIVITIES

Project Management activities encompass all the documentation necessary for implementing the 700 MHz system in a particular region. It is anticipated that the Project Management activities will include the documentation leading up to the roll-out of the 700 MHz system to pre-determined agencies in the region.

| ID#     | Project Management Activities  | Associated Deliverable ID # from Section 2.8.2 below as applicable |
|---------|--|--|
| 2.6.1.1 | Provide project progress updates and artifacts to DoIT and staff in compliance with legal and agency requirements. Provides State agency project communications and management of agency project schedules.  |  |
| 2.6.1.2 | Create, update and maintain an ongoing <i>Integrated Master Schedule</i> usable for tracking project activities. This schedule shall include all project management, agency and contractor activities in sufficient detail to manage the project. The schedule shall include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities. An activity's duration in the master schedule shall be at appropriate level of granularity to manage and track project progress. Revise and maintain ongoing updates to the Project Management Plan and related project components as outlined in the SDLC. | <i>Deliverable 2.8.4.1 – Integrated Master Schedule</i>            |
| 2.6.1.3 | Create/Update agency <i>Transition Plans</i> which will detail the steps necessary and the schedule for agencies to transition from their current system onto the State 700 MHz system with minimal interruption. For most agencies, there will be a single transition and therefore one (1) general transition plan. For agencies with Statewide coverage, there will be multiple transitions as each new phase of the project is completed and another area of the State is covered, requiring several individual transition plans.  | <i>Deliverable 2.8.2.2 – Transition Plans</i>                      |
| 2.6.1.4 | Work with the radio vendor to integrate its plan and methodology into the Integrated Master Schedule to track all project progress. Revise and maintain ongoing updates to the Project Management Plan and related project components as outlined in the SDLC.   |  |
| 2.6.1.5 | Coordinate with the radio vendor to control the project to the Project Management Plan. Work with the radio vendor to address schedule variances. Document schedule variances in the Integrated Master Schedule and Master Status Report.  |  |
| 2.6.1.6 | Collect, organize, store, and manage project documents in the State's central repository. This includes maintaining current and archival files (electronic and paper), collecting and distributing information to and from stakeholders, and entering updates into Agency internal weekly status reports and project tracking systems.   |  |
| 2.6.1.7 | Function as a liaison between Agency personnel, project stakeholders and the radio vendor.   |  |

## 2.6.2 PROJECT MANAGEMENT PLAN ACTIVITIES

Project Management Plan activities focus on those requirements needed to facilitate a smooth transition to the new system for the end users and PMO.

| ID#     | Project Management Plan Requirements   | Associated Deliverable ID # from Section 2.8.2 below as applicable |
|---------|--|--|
| 2.6.2.1 | Provide contract compliance communications with/to the radio vendor, the PMO and DoIT. Responsible for communicating matters related to legal agreements with governmental and non-governmental agencies.  |  |
| 2.6.2.2 | <p><b>Project Management Plan (PMP)</b> - Create and update an ongoing overall PMP which describes project management processes and activities including how the project will be executed, monitored and controlled. The PMP consists of several individual plans, which defines the managerial, technical, and supporting processes and activities and shall address topics such as:</p> <ul style="list-style-type: none"> <li>• Resource Management;</li> <li>• Communications Management;</li> <li>• Change Management;</li> <li>• Risk Management; and</li> <li>• Quality Assurance Management</li> </ul>   | <b>Deliverable 2.8.2.3 – Project Management Plan</b>               |
| 2.6.2.3 | <b>Resource Management Plan</b> - Create and Update an ongoing <b>Resource Management Plan</b> which describes the utilization of available personnel resources to achieve the project goals, performing the activities that are necessary in the maintenance of that workforce through identification of staffing requirements, planning, etc.  | <b>Deliverable 2.8.2.4 – Resource Management Plan</b>              |
| 2.6.2.4 | <b>Communications Plan</b> - Create and update an ongoing <b>Communications Plan</b> for all project stakeholders including stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan. Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.  | <b>Deliverable 2.8.2.5 – Communication Plan</b>                    |
| 2.6.2.5 | <p><b>Change Management Plan</b> - Create and update an ongoing <b>Change Management Plan</b> that describes the process for making changes to project scope, requirements, or cost as necessary. At a minimum, the Change Management Plan shall describe the change management and approval processes and the tools used (e.g. change request form, change order). Processes shall include:</p> <ul style="list-style-type: none"> <li>• Coordinate with the TO Manager and the State Interoperability Executive Committee, which acts as the change management board, for review and approval of proposed changes to the project;</li> <li>• Coordinate with radio vendor for review and agreement on</li> </ul> | <b>Deliverable 2.8.2.6 – Change Management Plan</b>                |

|         |  |   |
|---------|--|---|
|         | <p>proposed changes; and</p> <ul style="list-style-type: none"> <li>• Project integration management consistent with the PMBOK for approved changes.</li> </ul>  |   |
| 2.6.2.6 | <b>Risk Management Plan and Risk Registry</b> - Create and update an ongoing <b>Risk Management Plan (RMP) and Risk Registry</b> . The RMP shall identify and prioritize potential risks to successful completion of the CAD/RMS SDLC Phases. The RMP shall incorporate pertinent risk information found in the Master Project Status Report. The RMP will include a Risk Registry of all project risks that will be updated throughout the project. | <b>Deliverable 2.8.2.7 – Risk Management Plan</b>         |
| 2.6.2.7 | <b>Monthly Master Status Report</b> - Incorporate all PMO information, plans and documentation, with information from the radio vendor into a monthly all inclusive report.  | <b>Deliverable 2.8.2.8 – Monthly Master Status Report</b> |

### 2.6.3 SCHEDULING REQUIREMENTS

Scheduling requirements focus on the documents and activities that directly deal with ensuring the end users and the system are ready when the time comes to move to the new system.

| ID#     | Scheduling Requirements  |
|---------|--|
| 2.6.3.1 | Provide ad hoc technical communication with/to government and non-governmental agencies and the radio vendor.  |
| 2.6.3.2 | <p><b>Weekly Activity Report</b> - Track project schedules related to the State 700 MHz radio system implementation.</p> <p>Weekly activity reports supporting and documenting the identification and resolution of schedule-related issues in a timely manner as defined by the State Interoperability Director and Radio System Project Manager.</p> |
| 2.6.3.3 | Coordination of radio subscriber equipment purchases to coincide with agency cutovers and document in <b>Weekly Activity Report</b> .  |
| 2.6.3.4 | <b>Training Schedule</b> - Coordinate and manage appropriate training for radio technicians and dispatchers, between the radio vendor (conducting training) and end users.   |
| 2.6.3.5 | <p><b>Monthly Compliance Report</b> - Provide oversight and manage compliance with the terms of the State 700 MHz radio system contract.</p> <p>Regular oversight and compliance reporting in a timely manner as defined by the To Manager.</p>  |
| 2.6.3.6 | <p><b>Monthly Budget Report</b> - Provide independent financial tracking and analysis for all financial matters related to the State 700 MHz radio system contract.</p> <p>Regular budget reporting and forecasting in a timely manner as defined by the State Interoperability Director and Radio System Project Manager.</p>                         |
| 2.6.3.7 | <p>Furnish contract management services sufficient to complete all duties and responsibilities.</p> <p>Perform at an executive level, and in the best interest of the State, according to the standards established by the Interoperability Director and/or TO Manager.</p>  |

|         |   |
|---------|---|
| 2.6.3.8 | Manage communications with user agencies and potential new customers including outreach to local jurisdictions. |
|---------|---|

#### 2.6.4 TECHNICAL REQUIREMENTS

The TO Contractor shall perform the following as directed by the PMO.

| ID#     | Technical Requirements   |
|---------|--|
| 2.6.4.1 | <p>Provide independent technical analysis of information supplied by the Project Manager. This includes, but is not limited to independent verification and validation of the Project Manager's project plans and strategies, supporting documentation and identification and resolution of technical issues.</p> <p>Analysis is to be performed and presented to the Interoperability Director and Project Manager in a timely manner.</p> <p>The analysis must clearly reflect an expert knowledge and application of current industry standards for land mobile radio technology.</p>   |
| 2.6.4.2 | <p>Provide information about and impact related to regulatory issues related to state wireless voice and broadband data projects, including providing regular updates to project business owners and stakeholders. Information shall include but is not limited to:</p> <ul style="list-style-type: none"> <li>• Briefing materials reviewed and approved by the State Interoperability Director and/or the Radio System Project Manager</li> <li>• Materials shall reflect a comprehensive view of the current activities related to voice and broadband</li> <li>• Materials shall be appropriately tailored to the audience to which they are being delivered.</li> </ul> |
| 2.6.4.3 | <p>Provide suggested strategies to address regulatory issues. Must reflect a current knowledge of regulatory issues that impact the project.</p> <p>Strategies must be developed and presented in sufficient time for the State to implement plans to address said issues.</p>   |
| 2.6.4.4 | <p><b>Programming Code of Plugs</b> - Provide <b>Programming of Code Plugs</b> consistent with Motorola standards for creation of agency code plugs, to include:</p> <ul style="list-style-type: none"> <li>• Transfer Agency data from spread sheets to master code plug development tools;</li> <li>• Test and verify code plugs in portable and mobile radios;</li> <li>• Save data in a secure manner for future use;</li> <li>• Program radios from agency as they are made available; and</li> <li>• Record all programming of radios in supplied asset management data base.</li> </ul>   |

#### 2.6.5 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 2.6.6 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.



### 2.6.7 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

TO Contractor Support Personnel will be responsible for supplying their own laptop and software (Word, Excel, PowerPoint, Project, etc.).

## 2.7 PERFORMANCE AND PERSONNEL

### 2.7.1 WORK HOURS

- Business Hours Support: TO Support Personnel shall support core business hours (8:30 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT. TO Support Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Support Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Support Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Support Personnel may also be requested to restrict the number of hours that may be worked within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage or an absence is otherwise not in the best interest of the State, a leave request may be denied.

### 2.7.2 PERFORMANCE EVALUATION

TO Support Personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Support Personnel using the established performance evaluation form included as Attachment 18.

### 2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Support Personnel be rated “unsatisfactory” as documented in the performance evaluation, 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 business days and implement the plan immediately upon written acceptance by the TO Manager; and
- 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.

#### 2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures 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 Personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) The TO Manager shall have the option to interview the proposed substitute personnel and shall notify the TO Contractor of acceptance or denial of the requested substitution.

#### 2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Support Personnel and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit to background check certification by DoIT from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its TO Support Personnel's and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. DoIT reserves the right to disqualify any TO Support Personnel 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 Support Personnel and subcontractor employees.
- B) Further, TO Support Personnel and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Support Personnel and subcontractors to be accompanied while on secured premises.
- C) TO Support Personnel 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 Contract.
- 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 work under the TO Agreement.
- F) TO Contractor shall remove any TO Support Personnel from working on the TO where the State of Maryland determines and provides notice to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.



## 2.8 DELIVERABLES

### 2.8.1 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural but 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.

## 2.8.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor shall provide the deliverables described below in accordance with their associated timeframes. The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

| ID #    | Deliverable Description                                      | Due Date / Frequency               |
|---------|--|------------------------------------|
| 2.8.2.1 | Integrated Master Schedule                                   | NTP + 30 Days                      |
| 2.8.2.2 | Transition Plans   | NTP + 60 Days                      |
| 2.8.2.3 | Project Management Plan                                      | NTP + 60 Days then updated monthly |
| 2.8.2.4 | Resource Management Plan                                     | NTP + 60 Days then updated monthly |
| 2.8.2.5 | Communication Plan   | NTP + 60 Days then updated monthly |
| 2.8.2.6 | Change Management Plan                                       | NTP + 60 Days then updated monthly |
| 2.8.2.7 | Risk Management Plan   | NTP + 60 Days then updated monthly |
| 2.8.2.8 | Monthly Master Status Report                                 | NTP + 60 Days then updated monthly |
| 2.8.2.9 | Other Expectations and deliverables described per Work Order | As defined in a Work Order         |

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Offerors that fully meet all minimum qualification criteria shall be eligible for TO Proposal evaluation. The Offeror's TO Proposal and references will be used to verify minimum qualifications. The Offeror's TO Proposal shall demonstrate satisfaction of the following minimum requirements:

- Five (5) years' experience in providing technical resources or IT project for Statewide deployment or with a contract value over \$200 million.

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Offerors whose Proposed Personnel fully meet all minimum qualification criteria shall be eligible for TO Proposal evaluation. The Offeror must submit **one (1) named resource** to fill a project management position.

The Proposed Personnel shall meet the minimum qualifications established in the CATS+ Master Contract for the labor categories proposed by the TO Contractor.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills (MM/YY format) and shall additionally demonstrate that the Proposed Personnel for the Project Manager position has:

- A minimum of two (2) years' experience (within the past 5 years) in the deployment of large-scale radio systems that are analogous to statewide radio systems supporting first responders and public service personnel;
- A minimum of two (2) years' experience (within the past 5 years) updating, analyzing and directing the financial tracking and reporting on a large-scale (state-wide or at least 10,000 users) project;
- A minimum of two (2) years' experience (within the past 5 years) managing project schedules for large scale (state-wide at least 10,000 users) radio system or IT projects; and
- A current professionally recognized certification in project management (e.g., PMP Certification).

## 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications will be evaluated as part of the technical proposal.

### **Project Manager:**

- Have at minimum of two (2) years' experience (within the past 5 years) managing large-scale (state-wide or at least 10,000 users) state or federal radio system or IT contracts.
- Have a current Motorola P-25 Astro Digital 700 MHz system certification.

### **Future Optional Resources acquired through the Work Order Process:**

- Individuals performing work under the TO Contract shall meet all CATS+ Master Contract labor category requirements for the labor categories in response to this TORFP.

## 2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8. The TO Manager shall evaluate performance of each TO Contractor resource monthly using the established performance evaluation form (PEF) included as Attachment 18.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain all information required by the CATS+ Master Contract, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

### 2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) 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., “2.8.2.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.

B) The TO Contractor shall email the original of each invoice to “DoIT Fiscal Services” at email address: [doitfiscal.invoiceservices@maryland.gov](mailto:doitfiscal.invoiceservices@maryland.gov), with a copy to the TO Manager.

C) 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.

### 2.13 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

A) Title: “Time Sheet for Maryland Statewide Public Safety Communication System Writer”

B) Issuing company name, address, and telephone number

C) For each employee /resource:

a) Employee / resource name

b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month:

(1) Tasks completed that Period and the associated deliverable names and ID#s;

(2) Number of hours worked each day;

(3) Total number of hours worked that Period;

(4) Weekly Period variance above or below 40 hours;

(5) Annual number of hours planned under the TO;

(6) Annual number of hours worked to date;

(7) Balance of hours remaining; and

(8) Annual variance to date (Sum of periodic variances)

D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

## 2.14 WORK ORDER PROCESS

- A) Additional resources will be provided via a Work Order process.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed;
  - 2) Performance objectives and/or deliverables, as applicable;
  - 3) Due date and time for submitting a response to the request; and
  - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided in Attachment 17;
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP;
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to any Work Order, and will provide Work Orders to the TO Procurement Officer for approval. The TO Procurement Officer may issue a change order to the TORFP if appropriate. Work orders may include an MBE goal.
- F) Proposed Personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of Proposed Personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the Proposed Personnel and shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

## 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

The TO Proposal shall be submitted via two e-mails, each not to exceed 25 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # F50B4400029 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400029 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B4400029 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # F50B4400029 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400029 Financial” containing the Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 3) Tools the Offeror owns and proposes for use to meet any requirements in Section 2.

##### B) Compliance with Offeror's Company Minimum Qualifications:

- Five (5) years' experience in providing staffing resources requirement from section 2.9.1.

##### C) Proposed Personnel and TORFP Staffing

Offerors shall propose exactly one project manager resource in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
  - a) In Form LC1 - Each proposed person's skills and experience as they relate to the Offeror's proposed solution and Section 2 – Scope of Work.
  - b) In Form TM1 – List how each proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence proposed individual possesses the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications in the form of a copy of required certification. **If a certificate is unavailable, provide the date the certification was received. In addition, provide DoIT with contact information for verification.**
- 3) Provide three (3) references per Proposed Personnel containing the information listed in Attachment 5, Form LC1 section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Support Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**);
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs;

- c) Supporting descriptions for all labor categories proposed in response to this TORFP; and
  - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 5) Provide the names and titles of the Offeror's management staff who will supervise the TO Support Personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- NO MBE, SBE, or VSBE forms are required for this TORFP.
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization;
    - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
    - c) Services provided as they relate to Section 2 - Scope of Work;
    - d) Start and end dates for each example engagement or contract
    - e) Current Master Contractor team personnel who participated on the engagement; and
    - f) If the Master Contractor is no longer providing the services, explain why not.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

    - a) Contract or task order name;
    - b) Name of organization;
    - c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
    - d) Start and end dates for each engagement or contract and, if the Master Contractor is no longer providing the services, explain why not;
    - e) Dollar value of the contract;
    - f) Indicate if the contract was terminated before the original expiration date; and
    - g) Indicate if any renewal options were not exercised.



Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

An Offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors 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 must be disclosed.

### 3.4.2 TO FINANCIAL PROPOSAL

A TO Proposal shall contain the following:

- A) A description of any assumptions on which the Offeror's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Offerors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days;

To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

**Note: Failure to specify a CATS+ labor category in the completed Price Proposal for each proposed resource will make the TO proposal non-responsive to this TORFP.**

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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, 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 company and personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Offeror as described in the Offeror's TO Technical Proposal.
- B) 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).
- C) The Offeror'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 to Section 3.4.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- 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 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2.9 of this TORFP, and the quality of responses to Section 3.4.1 "TO Technical Proposal."
- B) Oral presentations/interviews will be conducted pursuant to Section 1.5, after which the evaluation team will then perform a technical ranking for each Offeror based upon the results of the in-person oral presentation, including the individual responses of the Proposed Personnel.
- C) 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 will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 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 Offerors shall receive written notice from the TO Procurement Officer identifying the awardee.

#### 4.4 **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) and Attachment 19 Criminal Background Check Affidavit.

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## LIST OF ATTACHMENTS

| <b>Attachment Label</b> | <b>Attachment Name</b>   | <b>Applicable to this TORFP?</b> | <b>Submit with Proposal?*</b><br><b>(Submit, Do Not Submit, N/A)</b> |
|-------------------------|--|----------------------------------|--|
| Attachment 1            | Price Proposal   | Always Applicable                | Submit with TO Financial Proposal                                    |
| Attachment 2            | Minority Business Enterprise Participation (Attachments D-1 – D-7) | Not Applicable                   | N/A  |
| Attachment 3            | Task Order Agreement (TO Agreement)                                | Always Applicable                | Do Not Submit with Proposal  |
| Attachment 4            | Conflict of Interest Affidavit and Disclosure                      | Always Applicable                | Submit with TO Technical Proposal                                    |
| Attachment 5 and 5A     | Labor Classification Personnel Resume Summary (LC1 & TM1)          | Applicable                       | Submit with TO Technical Proposal                                    |
| Attachment 6            | Pre-Proposal Conference Directions                                 | Not Applicable                   | N/A  |
| Attachment 7            | Notice to Proceed (Sample)   | Always Applicable                | Do Not Submit with Proposal  |
| Attachment 8            | Agency Receipt of Deliverable Form                                 | Not Applicable                   | Do Not Submit with Proposal  |
| Attachment 9            | Agency Deliverable Product Acceptance Form (DPAF)                  | Not Applicable                   | Do Not Submit with Proposal  |
| Attachment 10           | Non-Disclosure Agreement (Offeror)                                 | Not Applicable                   | Do Not Submit with Proposal  |
| Attachment 11           | Non-Disclosure Agreement (TO Contractor)                           | Always Applicable                | Do Not Submit with Proposal  |
| Attachment 12           | TO Contractor Self-Reporting Checklist                             | Always Applicable                | Do Not Submit with Proposal  |
| Attachment 13           | Living Wage Affidavit of Agreement                                 | Always Applicable                | Submit with TO Technical Proposal                                    |
| Attachment 14           | Mercury Affidavit  | Not Applicable                   | N/A  |
| Attachment 15           | Veteran Owned Small Business Enterprise Utilization Affidavit      | Not Applicable                   | N/A  |
| Attachment 16           | Certification Regarding Investments in Iran                        | Always Applicable                | Submit with TO Technical Proposal                                    |
| Attachment 17           | Sample Work Order  | Applicable                       | Do Not Submit with Proposal  |
| Attachment 18           | Performance Evaluation Form  | Applicable                       | Do Not Submit with Proposal  |
| Attachment 19           | Criminal Background Check Affidavit                                | Applicable                       | 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**

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # F50B4400029**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

**Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

| <b>Job Title from TORFP</b>  | <b>CATS+ Labor Category Proposed by Master Contractor</b> | <b>Hourly Labor Rate (A)</b>        | <b>Total Class Hours (B)</b> | <b>Total Proposed CATS+ TORFP Price (C)</b> |
|--|---|-------------------------------------|------------------------------|---|
| <b>Year 1</b>  |   |                                     |                              |   |
| Project Manager (insert resource name)   | Insert CATS+ Labor Category                               | \$                                  | 2000                         | \$  |
|  |   | <b>Project Manager Price Year 1</b> |                              |   |
| <i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed. Allocate exactly 3,000 hours among all the CATS+ labor categories proposed for this TO.</i> |   |                                     |                              |   |
| Insert additional CATS+ Labor Categories as desired to support this TO. Consider the size of the project, prior job titles needed for this project when determining appropriate labor categories.  |   | \$                                  | 3000                         | \$  |
|  |   | \$                                  |                              | \$  |
| <b>Work Order Price Year 1</b>   |   |                                     |                              |   |
| <b>Total Evaluated Price Year 1 (Project Manager+ Work Order)</b>  |   |                                     |                              | \$  |
| <b>Year 2</b>  |   |                                     |                              |   |
| Project Manager (insert resource name)   | Insert CATS+ Labor Category                               | \$                                  | 2000                         | \$  |
|  |   | <b>Project Manager Price Year 2</b> |                              | \$  |
| <i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed. Allocate exactly 3,000 hours among all the CATS+ labor categories proposed for this TO.</i> |   |                                     |                              |   |
| Insert additional CATS+ Labor Categories as desired to support this task order   |   | \$                                  | 3000                         | \$  |
|  |   | \$                                  |                              | \$  |
| <b>Work Order Price Year 2</b>   |   |                                     |                              | \$  |

| <b>Job Title from TORFP</b>  | <b>CATS+ Labor Category Proposed by Master Contractor</b> | <b>Hourly Labor Rate (A)</b>        | <b>Total Class Hours (B)</b>   | <b>Total Proposed CATS+ TORFP Price (C)</b> |
|--|---|-------------------------------------|--------------------------------|---|
| <b>Total Evaluated Price Year 2 (Project Manager+ Work Order)</b>  |   |                                     |                                | \$  |
| <b>Year 3</b>  |   |                                     |                                |   |
| Project Manager (insert resource name)   | Insert CATS+ Labor Category                               | \$                                  | 2000                           | \$  |
|  |   | <b>Project Manager Price Year 2</b> |                                | \$  |
| <i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed. Allocate exactly 3,000 hours among all the CATS+ labor categories proposed for this TO.</i> |   |                                     |                                |   |
| Insert additional CATS+ Labor Categories as desired to support this task order   |   | \$                                  | 3000                           | \$  |
|  |   | \$                                  |                                | \$  |
|  |   |                                     | <b>Work Order Price Year 3</b> | \$  |
| <b>Total Evaluated Price Year 3 (Project Manager+ Work Order)</b>  |   |                                     |                                | \$  |
| <b>Year 4 (Option)</b>   |   |                                     |                                |   |
| Project Manager (insert resource name)   | Insert CATS+ Labor Category                               | \$                                  | 2000                           | \$  |
|  |   | <b>Project Manager Price Year 4</b> |                                | \$  |
| <i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed. Allocate exactly 3,000 hours among all the CATS+ labor categories proposed for this TO.</i> |   |                                     |                                |   |
| Insert additional CATS+ Labor Categories as desired to support this task order   |   | \$                                  | 3000                           | \$  |
|  |   | \$                                  |                                | \$  |
|  |   |                                     | <b>Work Order Price Year 4</b> | \$  |
| <b>Total Evaluated Price Year 4 (Project Manager+ Work Order)</b>  |   |                                     |                                | \$  |
| <b>Year 5 (Option)</b>   |   |                                     |                                |   |
| Project Manager (insert resource name)   | Insert CATS+ Labor Category                               | \$                                  | 2000                           | \$  |
|  |   | <b>Project Manager Price Year 5</b> |                                | \$  |
| <i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed. Allocate exactly 3,000 hours among all the CATS+ labor categories proposed for this TO.</i> |   |                                     |                                |   |
| Insert additional CATS+ Labor Categories as desired to support this task order   |   | \$                                  | 3000                           | \$  |
|  |   | \$                                  |                                | \$  |
|  |   |                                     | <b>Work Order Price Year 5</b> | \$  |

| <b>Job Title from TORFP</b>                | <b>CATS+ Labor Category Proposed by Master Contractor</b>         | <b>Hourly Labor Rate (A)</b> | <b>Total Class Hours (B)</b> | <b>Total Proposed CATS+ TORFP Price (C)</b> |
|--|---|------------------------------|------------------------------|---|
|  | <b>Total Evaluated Price Year 5 (Project Manager+ Work Order)</b> |                              |                              | \$  |
| <b>Total Evaluated Price (Years 1 – 5)</b> |   |                              |                              | \$  |

\_\_\_\_\_  
Authorized Individual Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.



**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# F50B4400029 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means the Department of Information Technology, as identified in the CATS+ TORFP # F50B4400029.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400029, dated MONTH DAY, YEAR, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between the Department of Information Technology and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “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.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 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. 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

\_\_\_\_\_  
By: Gregory Urban, Deputy Secretary

\_\_\_\_\_  
Date

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

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

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

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

(Authorized Representative and Affiant)

## ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
    - Project Manager
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) The Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 3) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
  - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:

**Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

    - (1) 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 the mandatory time requirement.* Enter multiple examples if necessary to show the required time is met using multiple experiences.
    - (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional*

*status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

**Part B) Other TORFP Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

**Part C) Other Personnel Requirements:** After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

**ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

CATS+ TORFP # F50B4400029

Instructions: Submit one resume form for each resource proposed in the TO Proposal. Do not submit other resume formats. Fill out each box as instructed. Do not enter "see resume" in this form. Failure to follow the instructions on the instructions tab and in TORFP may result in the TO Proposal being considered not susceptible for award.

|                                 |                                 |
|---------------------------------|---------------------------------|
| Candidate Name:                 |                                 |
| Master Contractor:              | <insert Master Contractor name> |
| Proposed CATS+ Labor Category:  | <proposed by Master Contractor> |
| Job Title (As listed in TORFP): | <as described in this TORFP>    |

**Education / Training (start with latest degree / certificate)**

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment [History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

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

**Employment History\***

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

| Start and End Dates | Job Title or Position | Organization Name | Reason for Leaving |
|---------------------|-----------------------|-------------------|--------------------|
| MM/YY – MM/YY       |                       |                   |                    |

**ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME  
SUMMARY (CONTINUED)**

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

|                    |                            |
|--------------------|----------------------------|
| Reference Number:  | 1                          |
| Date From:         | <mm/yy>                    |
| Date To:           | <mm/yy>                    |
| Organization Name: | <insert organization name> |
| Contact Name:      | <insert contact>           |
| Contact Phone:     | <insert phone>             |
| Contact e-mail:    | <insert e-mail>            |
| Details:           | <insert details>           |

**B) Requirements Qualification Traceability Matrix**

Complete the matrix (Attachment 5A) for each requirement listed for the position in either the CATS+ Master Contract and/or this TORFP.

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

**Master Contractor Representative:**

\_\_\_\_\_

Print Name Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date



**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B4400029

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

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

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

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

## 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”), 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 Maryland State Police Statewide Communication System TORFP No. F50B4400029 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, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the 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:**

**Department of Information Technology:**

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

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

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

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

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

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

**EXHIBIT A – FOR THE 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, or Both):   |  |
| 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?<br>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?<br>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?<br>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?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)  |  |
| B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)   |  |
| C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)  |  |
| <b>Section 3 – Substitution of Personnel</b>   |  |
| A) Has there been any substitution of personnel?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)   |  |
| B) Did the Master Contractor request each personnel substitution in writing?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)  |  |

|   |
|---|
| <p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?<br/> Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>  |
| <p>Was the substitute approved by the agency in writing?<br/> Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>   |
| <p><b>Section 4 – MBE Participation</b></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>B) Are MBE reports D-5 and D-6 submitted monthly?<br/> 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)                      %<br/> (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% (<math>3,000 \div 10,000 = 0.30</math>))</p>  |
| <p>Is this consistent with the planned MBE percentage at this stage of the project?<br/> 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?<br/> Yes <input type="checkbox"/> No <input type="checkbox"/><br/> (If yes, explain the circumstances and any planned corrective actions)</p>  |
| <p><b>Section 5 – TO Change Management</b></p>  |
| <p>A) Is there a written change management procedure applicable to this TO?<br/> Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>  |
| <p>B) Does the change management procedure include the following?<br/> <br/> Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off<br/> 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)<br/> 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?<br/> Yes <input type="checkbox"/> No <input type="checkbox"/><br/> (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?<br/> 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 and Date: \_\_\_\_\_

**ATTACHMENT 14 MERCURY AFFIDAVIT**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

**ATTACHMENT 15 STATE OF MARYLAND  
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

## 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>             |  |                |
| This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order. |                          |                               |  |                |
| <b>Purpose</b>  |                          |                               |  |                |
| <b>Statement of Work Requirements:</b>  |                          |                               |  |                |
| <b><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></b>  |                          |                               |  |                |
| Deliverables are subject to review and approval by the Department of Information Technology (DoIT) prior to payment.<br><i>(Attach additional sheets if necessary)</i>        |                          |                               |  |                |
| <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.                 |  |                |
| Email:  |                          | Email:                        |  |                |





**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date