



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

**Election Management System Support and Transition**

**CATS II TORFP # D38B3400003**

**ADPICS Purchase Order #D38B3400003**

**State Board of Elections**

**ISSUE DATE: November 16, 2012**

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### KEY INFORMATION SUMMARY SHEET

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

<b>TORFP NAME:</b>	Election Management System Support and Transition
<b>FUNCTIONAL AREA:</b>	Functional Area 5- Software Engineering
<b>TORFP ISSUE DATE:</b>	11/16/2012
<b>Closing Date and Time:</b>	12/10/2012 at 1:00 pm
<b>TORFP Issuing Office:</b>	State Board of Elections (SBE)
<b>Questions and Proposals are to be sent to:</b>	Whitney Faust, Procurement Officer <a href="mailto:wfaust@elections.state.md.us">wfaust@elections.state.md.us</a>
<b>TO Procurement Officer</b>	Whitney Faust 151 West Street, Suite 200 Annapolis, Maryland 21401 Office Phone: 410-269-2863 Office Fax: 410-974-2019
<b>TO Manager:</b>	Jared DeMarinis, Director Candidacy and Campaign Finance Division 151 West Street, Suite 200 Annapolis, Maryland 21401 Office Phone: 410-269-2853 Fax: 410-974-5415 E-mail: <a href="mailto:jared.demarinis@maryland.gov">jared.demarinis@maryland.gov</a>
<b>Project Number:</b>	D38B3400003
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	1/1/2013- 05/31/2014
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	State Board of Elections, 151 West St. Suite 200, Annapolis, MD 21401
<b>State Furnish Work Site and/or Access to Equipment, Facilities or</b>	As needed on site

<b>Personnel:</b>	
<b>TO Pre-Proposal Conference:</b>	State Board of Elections, 151 West St. Suite 200, Annapolis, MD 21401 11/30/2012 10:30 am

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 SUMMARY STATEMENT

The SBE is seeking to procure IT services to support and manage the conversion and migration of the SBE Election Management System (EMS) software into a new system.

### 1.2 ABBREVIATIONS AND DEFINITIONS

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

Term	Definition
Acceptance	The designated period following successful completion of described services.
BAFO	Best and Final Offer.
COMAR	The Code of Maryland Regulations.
DoIT	The Department of Information Technology
TO Contractor	The Offeror selected to receive the Contract award under the procedures contained in this TORFP.
Joint Bid	When more than one company submits a proposal in order to be contracted in the TORFP process.
LBE	Local Board of Elections. Located in each of the 23 counties of Maryland and in the City of Baltimore, each LBE is administered by an Election Director.
Local Time	Time in the Eastern Time Zone as observed by the State
Maryland State Board of Elections	The election administrative authority, as established by Election Law Article §2-101.
MBE	Minority Business Enterprise
MBE Liaison	The SBE employee designated to administer the SBE's MBE program
networkMaryland	A statewide high-speed backbone providing intra- and interLATA connectivity and services to Maryland's Public Sector. Information may be obtained at: <a href="http://doit.maryland.gov/support/Pages/networkMaryland.aspx">http://doit.maryland.gov/support/Pages/networkMaryland.aspx</a>
NDA	Nondisclosure Agreement
Notice To Proceed (NTP)	A formal notification from the TO Manager that the TO Contractor should immediately, or as of a date contained in the notice, begin performance of the Contract
SBE	The State Board of Elections
Service Level Agreement (SLA)	The detailed and measurable quality of service promised by the TO Contractor to SBE
State	The State of Maryland
State Business Hours	8:00 A.M. to 5:00 P.M., Local Time, Monday through Friday, excluding State holidays
TORFP	Task Order Request for Proposal

### 1.3 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and

conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

#### **1.4 TO AGREEMENT**

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

#### **1.5 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 box. Please note that the SBE email system has a 10 MB limit on email transmission. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #D38B3400003. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #D38B3400003 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #D38B3400003 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 10 – Living Wage Affidavit of Agreement

#### **1.6 ORAL PRESENTATIONS/INTERVIEWS**

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

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

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

#### **1.8 CONFLICT OF INTEREST**

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 11 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

## **1.9 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 151 West Street, Suite 200, Annapolis, MD 21401. Offerors who review such documentation shall be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

## **1.10 LIMITATION OF LIABILITY CEILING**

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

## **1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 16 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.



## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

SBE is issuing this CATS II TORFP to obtain high quality software engineering including software enhancements and modifications, trouble shooting and proactive system maintenance for SBE's Election Management System (EMS) software. EMS is two integrated systems; Candidate Registration System (ELECTTrack Agency System) and Pre and Post Election Management System (Ballot System).

EMS is in the *Operations and Maintenance Phase* of the *System Development Life Cycle (SDLC)*. SBE plans to transition part or the entire system by the end of 2014. Therefore, EMS requires continued planning for transition to a different system and any upgrading necessary to improve operability and retain compatibility during the life of the contract.

Support, enhancement, management, and maintenance of EMS are crucial to the administration of Maryland elections as regulated by federal and State law. Corresponding changes addressed through maintenance or enhancements are needed to EMS, whenever election laws or regulations change. Manufacturer's upgrades to core tools and applications (Oracle, Microsoft, etc.) presented continuous requirements to change or modify interfacing of systems and applications within EMS. In keeping with SBE's mission to provide public access to election data, EMS must support changes in reporting requirements to include hard-copy documents, electronic databases, and Web access to EMS data.

In addition, EMS is functionally dependent on its ability to interface with other election support systems such as the Global Election Management System (GEMS) that provides the interface to the voting equipment, and the Voter Registration System (MD VOTERS).

This TORFP requires one part-time Project Manager, one full time Senior Computer Programmer, and one part-time, as needed basis Software Integration Analyst to support tasks and service for each EMS coordinating system with an estimated allocation of time:

1. System Enhancement, Modification and Transition (70%); and
2. Trouble Call Response (30%)

The information provided in the Scope of Work will describe the necessary deliverables including information technology specifications, expertise, labor, quality and benefits within cost required for a successful award.

This TORFP will result in a one (1) year service contract with six (6) month optional for SBE's EMS. The award will be made to the TO Contractor that best meets the expertise qualifications and project specification within cost.

### 2.2 REQUESTING AGENCY INFORMATION

The Administrator of the SBE is the chief election official of Maryland. Maryland SBE offices are located in Annapolis, Maryland supporting forty full time staff plus contractors. SBE supervises the 24 local election board (LBE) offices located in Baltimore City and the twenty-three counties of Maryland.

The mission of the State Board is to provide all eligible citizens of the State convenient access to voter registration; to provide all registered voters accessible locations in which they may exercise their right to vote; to ensure uniformity of election practices; to promote fair and

equitable elections; and to maintain registration records, campaign fund reports, and other election-related data accurately and in a form that is accessible to the public.

SBE provides policy and direction in the conduct of statewide elections to the LBEs. SBE ensures compliance with Maryland and federal election laws; assists citizens to exercise their voting rights, and provides access to candidacy for all those seeking elective office.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

*TO Procurement Officer* is the State representative responsible for this RFP, for managing the TO solicitation and awarded process, change order process, and resolution of TOA scope issues, and the only State representative that can authorize changes to the Contract.

*TO Manager* is the SBE representative who monitors the daily activities of the Contract and provides non-technical guidance to the TO Contractor including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for preparation of the TO solicitation, review and approval of proposed change and work orders, review and approval of proposed substitution of personnel, review and approval of invoices, and monitoring and reporting TO Contractor personnel performance.

*TO Contractor* is the selected Master Contractor who shall be responsible for all deliverables, products and services required by this TORFP. The TO Contractor shall submit monthly reports with detailed descriptions of the tasks accomplished, work performed, and hours along with any and all necessary documentation supporting the invoice to the TO Manager. The TO Contractor shall suggest enhancements to improve the efficiency of the mitigation to the legacy EMS system to the new systems.

### 2.4 SYSTEM BACKGROUND AND DESCRIPTION

The State Board of Elections developed the current EMS in 1999. The system was created from the Agency's legacy systems that supported ballot development, candidate information, and campaign account management. The 1999 development was necessitated by the need to meet Y2K compliance standards and integrate new electronic campaign finance filing requirements into the system. In addition to EMS, electronic filing software for use by Maryland campaign committees was developed and deployed.

In 2011, the campaign finance aspect of EMS was discontinued and replaced with a new browser based system. Currently, EMS supports the candidate filings, implements election parameters; designs ballot content and arrangement; and collects and reports election results from all 24 local election board offices.

EMS is in the *Operations and Maintenance Phase* of the SDLC but is planning to be transitioned after calendar year 2014.

Computer Sciences Corporation (CSC) currently supports EMS. The contract with CSC ends **December 31, 2012**. SBE intends to award a new contract to the TO Contractor that best meets the expertise qualifications and project specification within cost before **December 15, 2012**. The new contract would begin on **January 1, 2013** to provide a 15-day transition period.

The SBE network is comprised of the SBE Headquarters, the State Data Archives Center in Annapolis, and the 24 local election offices. The TO Contractor shall anticipate regular trips to SBE in Annapolis and may be asked to travel to any of the locations listed below. Please note that travel reimbursement is governed by Section 2.2.4 of the CATS II RFP.

County	Location	County	Location
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County	Location	County	Location
SBE HQ	Annapolis, MD	Harford	Bel Air, MD
Allegany	Cumberland, MD	Howard	Ellicott City, MD
Anne Arundel	Glen Burnie, MD	Kent	Chestertown, MD
Baltimore City	Baltimore, MD	Montgomery	Rockville, MD
Baltimore County	Baltimore, MD	Prince George's	Upper Marlboro, MD
Calvert	Prince Frederick, MD	Queen Anne's	Centerville, MD
Caroline	Denton, MD	St. Mary's	Leonardtown, MD
Carroll	Westminster, MD	Somerset	Princess Anne, MD
Cecil	Elkton, MD	Talbot	Easton, MD
Charles	La Plata, MD	Washington	Hagerstown, MD
Dorchester	Cambridge, MD	Wicomico	Salisbury, MD
Frederick	Frederick, MD	Worcester	Snow Hill, MD
Garrett	Oakland, MD		

## 2.4.1 EMS COORDINATING SYSTEM DESCRIPTION

### **ELECTTrack AGENCY SYSTEM**

The ELECTTrack Agency component of EMS, tracks candidates filing for office. This module records candidate information, creates candidate lists, and links candidates to the ballot system.

### **BALLOT SYSTEM**

The Ballot Preparation System component of EMS uses candidate information from ELECTTrack Agency, establishes election parameters, defines the content and arrangement of each ballot, and collects and reports election results from around the State. The Ballot Preparation System contains the following modules:

1. Administration – This module contains and controls the data tables, privilege lists and settings, maintains all offices up for election and the method of selection for that election; allows SBE to control the LBE access; allows SBE to establish the order in which political parties appear on the ballot; allows for the altering the system to conform to legislative and judicial changes to the election process and assists in redistricting.
2. Preparation – This module facilitates election management operations, through the entry and maintenance of ballot questions, candidate vacancies, contest listings, and polling place information, including details on handicapped accessibility. It includes the interfaces to the MD VOTERS system to update and report changes to polling places and districting.
3. Definition – This module integrates candidate, contest, and polling place data, according to a complex set of statutory rules for the content and arrangement of certified ballots.
4. Material – This module produces ballot downloads for GEMS, official listings, and legal verification of the certified ballot.
5. Post Election – This module collects and reports election results, and official documents certifying those results. Election results, as part of this module, are uploaded from county GEMS servers through a custom interface and provided to the public through various reports and the SBE Web site.

## 2.4.2 TECHNOLOGY

EMS is built to support many different aspects of the election process. SBE servers are configured to run election software applications like EMS using the following: Oracle, Visual Basic, Crystal Reports, Install Shield, ODBC and Microsoft applications on both server and PC levels. SBE maintains multiple servers in Annapolis (production, backup, and test and Web servers) as well as supporting client servers/workstations in the LBE. SBE is configured to connect all 24 LBEs to EMS through dedicated networks, SFTP and VPN

All servers, except for the Web servers use the Oracle Relational Database Management System (RDBMS). The backup tape library is implemented at the State Data Archives Center in Annapolis and runs an ArcServe Backup system. Local election offices tape their own backup, under the supervision of SBE. Some local election offices have connected the State server and workstation to their own LAN and have implemented a firewall for a protected environment. The router at SBE is configured to connect all 24 LBEs to EMS through appropriate communication links.

## **2.5 SOFTWARE APPLICATION RETENTION**

The State Board of Elections retains the licenses for all software applications.

## **2.6 SECURITY REQUIREMENTS**

- A. TO Contractor shall meet or exceed the standards identified by the Department of Budget and Management (DBM), Information Systems Policies and Standards (ISPS) as well as any other specifically identified SBE security policies for security of any system/application use in this TORFP.
- B. TO Contractor shall maintain State security standards in presenting any web based access a to the end users
- C. TO Contractor shall ensure the confidentiality of key information and allow access only to authorized individuals.
- D. TO Contractor shall limit access to the system and development data by user privileges to any and all part-time or as needed staffing
- E. TO Contractor shall comply with and adhere to the State IT Security Policy and Standards where applicable. The TO Contractor shall comply with any and all revisions to the policy. Updated and revised versions of the State IT Policy and Standards are available on-line at:  
[www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.

### **2.6.1 IT SECURITY**

- A. TO Contractor shall met and maintain all security requirements on TO Contractor-owned Computer Equipment used to service this TORFP.
- B. TO Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.
- C. TO Contractor shall fill out any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the TO Manager.

### **2.6.2 PHYSICAL SECURITY**

- A. TO Contractor shall require each person who is an employee or agent of the TO Contractor or Subcontractor to display his or her company ID badge at all times while on State premises. Upon

request of State personnel, each such employee or agent shall provide additional photo identification.

- B. TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under a TOA. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any TO Contractor employee providing services on-site at any location covered by the TOA. A CJIS Federal background check is necessary for each employee assigned to work on the TOA and shall be completed within four (4) months of TOA award.
- C. TO Contractor shall provide certification to the Agency that the TO Contractor has completed the required CJIS criminal background checks and that the TO Contractor's employees assigned to this TOA have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. TO Contractor shall not permit an employee of the TO Contractor who has been convicted of a felony or for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - (e) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - (f) a crime of violence as defined in CL § 14-101(a) to work on the TORFP.
- E. TO Contractor shall not permit an employee of the TO Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes to work on the TORFP. .
- F. An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of TO Contractor not being permitted to work on that Agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the TO Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.
- G. Any person who is an employee or agent of the TO Contractor or Subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
- H. TO Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the TO Contractor will be necessary. The failure of any of the TO Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- I. TO Contractor's personnel shall inventory any and all equipment or tools brought onsite and shall be prepared to present an inventory list to the TO Manager. Before leaving the site, the TO Contractor's personnel shall make for inspection all tools or equipment used.
- J. TO Contractor's personnel shall ensure cooperation with State site requirements at all times at any facility which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

## 2.7 SERVICE REQUIREMENTS

The TORFP requires that the TO Contractor provide on and off-site support for the management, maintenance, transition and migration of EMS. SBE will not provide office space for TO Contractor.

- A. TO Contractor shall assist SBE and any other vendor designated by SBE for the conversion and migration of the historical data of EMS into a new system or systems.
- B. TO Contractor shall provide any necessary modifications and enhancements of EMS within established deadlines to assist with the conversion or migration of the data.
- C. TO Contractor shall:
  - Support changes in election process requirements to EMS.
  - Support State and federal law changes in ballot or candidacy requirements in EMS
  - Support any corresponding changes addressed by maintenance as well as enhancements to EMS.
- D. TO Contractor shall assist SBE in determining the fiscal impact of new Election Laws on EMS.
  - Convenience - System shall permit easy import/export of information from/to a wide variety of other applications, such as desktop applications (Microsoft Office suite); World Wide Web; Adobe Acrobat, electronic mail system; other DBMS systems; data warehouses; and executive information systems.
  - Stability – TO Contractor shall support the EMS software and any enhancements that are technically stable, mature and 85% bug-free.
- E. TO Contractor shall demonstrate maintainability of the software.
- F. TO Contractor shall provide documents in both softcopy (MS Word) and hardcopy formats detailing any and changes, enhancements and code updates. TO Contractor shall provide documents usable by non-technical users.

## 2.8 TO CONTRACTOR TASKS / DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2010.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- 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) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 11). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 12). In the event of rejection, the TO Contractor shall

correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.17 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall:

- F) Be presented in a format appropriate for the subject matter and depth of discussion.
- G) Be organized in a manner that presents a logical flow of the deliverable's content.
- H) Represent factual information reasonably expected to have been known at the time of submittal.
- I) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

**2.8.1 DELIVERABLE/ DELIVERY SCHEDULE**

- A. TO Contractor shall submit weekly, monthly and quarterly progress reports to the TO Manager. The progress reports shall contain, as a minimum, the following information:
  - a) Contemporaneous record of work accomplished during the reporting period
  - b) Deliverable progress
  - c) Problem areas
  - d) Planned activities for the next reporting period
  - e) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date, amounts paid-to-date, balance of funds remaining, and projections of future expenditures.
- B. Additionally, the TO Contractor shall provide written notification to the Agency Project Manager, when the TO Contractor reaches 75% of the original price estimate.

**DELIVABLES/DELIVERY SCHEDULE TABLE**

<b>ID</b>	<b>Deliverables</b>	<b>Acceptance Criteria</b>	<b>Expected Completion:</b>
2.8.1.1	System Conversion, Migration, Enhancement and Modification Plan (Draft)	MS Word document that contains: <ul style="list-style-type: none"> <li>a. Workable solution to migrate data into a new data format</li> <li>b. Detail any out of date software programs</li> <li>c. Develop a plan for analysis on any requested changes or modifications</li> </ul>	NTP + 21 Calendar Days
2.8.1.2	System Enhancement and Modification Plan (Final)	Final version in MS Word document that contains: <ul style="list-style-type: none"> <li>a. Workable solution to migrate data into a new data format</li> <li>b. Detail any out of date software programs</li> <li>c. Develop a plan for analysis on any requested changes or modifications</li> <li>d. Additional requested content based on</li> </ul>	NTP + 28 Calendar Days

		feedback from SBE	
2.8.1.3	Trouble Call Response Plan (Draft)	MS Word document that contains details how trouble calls and responses are approved and documented	NTP + 14 Calendar Days
2.8.1.4	Trouble Call Response Plan (Final)	Final version in MS Word document that contains details how trouble calls and responses are approved and documented	NTP + 21 Calendar Days
2.8.1.5	System Conversion, Migration, Enhancement and Modification and Trouble Call Response (Updated)	MS Word document that contains updates for both: <ul style="list-style-type: none"> <li>• System Enhancement and Modification Plan</li> <li>• Trouble Call Response Plan</li> </ul>	Annual – 30 Calendar Days
2.8.1.6	Test Management and Transition Plan (Draft)	MS Word document that contains: <ol style="list-style-type: none"> <li>a. A workable solution for the transition of EMS into a legacy system; and</li> <li>b. details how the TO Contractor plans to test any changes, enhancements or alternations in the current EMS program</li> </ol>	NTP + 14 Calendar Days
2.8.1.7	Test Management and Transition Plan (Final)	Final version in MS Word document that contains: <ol style="list-style-type: none"> <li>a. A workable solution for the transition of EMS into a legacy system; and</li> <li>b. details how the TO Contractor plans to test any changes, enhancements or alternations in the current EMS program</li> <li>c. Additional requested content based on feedback from SBE</li> </ol>	NTP + 21 Calendar Days
2.8.1.8	EMS PROGRESS & COST Reports – Section on Each Coordinating System	MS Word document containing costs, hours worked to date and the overall progress to completion of the contract.	Monthly
2.8.1.9	Issues/Risk Tracking Reports	MS Word and Excel document detailing outstanding issues and risks associated with the EMS system during the transition and migration.	Quarterly
2.8.1.10	Monthly progress report	MS Word document that contains he progress reports shall contain, as a minimum, the following information: <ol style="list-style-type: none"> <li>a. Contemporaneous record of work accomplished during the reporting period</li> <li>b. Deliverable progress</li> <li>c. Problem areas</li> <li>d. Planned activities for the next reporting period</li> <li>e. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date, amounts paid-to-date, balance of funds remaining, and</li> </ol>	Monthly (7 calendar days – the submission of an invoice)



		projections of future expenditures. f. Time sheets detailing hours worked signed by staff and TO Contractor project manager.	
2.8.1.11	Decommission of EMS	The final and complete data migration to the new system or systems designated by SBE.	NTP + 365 calendar days

## 2.8.2 TORFP SPECIFIC SERVICE TASKS

1. The TO Contractor Technical Proposal shall specify deliverable task identified in Section 2.8.1 for each support area for all EMS coordinating systems to the State Board of Elections; which include:
  - a. Candidate Registration (ELECTrack); and
  - b. Ballot System (Ballot).
2. TO Contractor shall ensure EMS interfaces with the Voter Registration System (MD VOTERS) and the voting system equipment through Global Election Management System.
3. TO Contractor shall migrate EMS data into a new system or module designated by SBE.
4. TO Contractor shall present a solution and resolve any issues reported by SBE (trouble calls) consistent with the Trouble Call Plan.
5. TO Contractor staff shall consist of trained technician/engineers capable of responding to problems associated with all facets of the EMS applications including associated system interfaces. Responses may be required on location or via telephone and E-mail.
6. TO Contractor shall complete tasks within the major Software Engineering service support areas during normal business hours 8:00 AM to 5:00 PM, Monday through Friday, with the exception of holidays observed by SBE, and during the “Peak Periods” noted above.
7. TO Contractor shall develop a Maintenance, Modification, Transition and Support Plan identifying and prioritizing the work for the maintenance processes, the approved system modifications, and the support needed for preparation, testing and execution of the election events including transition to the new system. The Plan shall include a narrative approach, priority listing of actions, and a detailed timeline for taking action. This plan shall be delivered in both hard copy and electronically via e-mail to the TO Manager and the DoIT PMO for review and comment. The TO Contractor shall incorporate the comments within 5 days and deliver a final document to the Agency Project Manager. The TO Contractor shall update the Plan as needed afterward.
8. TO Contractor shall develop, test, and implement system enhancements and modifications requested by SBE.
9. TO Contractor shall participate in interface and migration discussions to the new system receiving EMS data.
10. TO Contractor shall develop plans for and participate in multi-system testing to ensure coordination with all the various systems that support SBE.
11. TO Contractor shall provide maintenance necessary for EMS operations, including but not limited to the following examples:
  - a. Conduct system diagnostics, corrections/cleanups, interface tests, and general troubleshooting as indicated by the regular review of processing actions and problem reports.
  - b. Evaluate and fine-tune database operations.
  - c. Conduct security audits.
  - d. Research, recommend, plan, and implement technology upgrades, as needed and/or requested by SBE.
  - e. Install upgraded releases of operating and/or database systems after getting approval from SBE.
  - f. Report upgrades to SBE.

- g. Provide analysis and recommendations for interface and procedural changes to increase operational efficiency.
  - h. Provide on-site support during “Peak Periods” of special concern such as on election night.
12. TO Contractor shall provide maintenance that includes on-going database administration and support. Activities may include import and export operations; network usage analysis and enhancement; and database backup and recovery for hardware and operating systems for EMS at SBE and in the local election board offices when asked by SBE to assist these organizations with technical support.
  13. TO Contractor shall development and enhancement of bilingual ballot language for offices and ballot questions.
  14. TO Contractor shall that any election results or ballot developments met and are in accordance to Section 203 of the Voting Rights Act,.
  15. TO Contractor shall enhance EMS to allow an alternative language to be included for all offices to be elected, ballot headers, ballot terminology, ballot questions and ballot instructions.
  16. TO Contractor shall develop and enhance EMS to ease the use by staff performing data entry and by programmers.
  17. TO Contractor shall modify/alter numerous ad-hoc reports.
  18. TO Contractor shall develop and create new reporting features based on legislative changes.
  19. TO Contractor shall:
    - a. Support security system that limits various EMS components and reports to the local boards of election.
    - b. Support the functionality for recording of all write-in votes and allow the Local Board of Canvasser to alter the election results official reporting.
    - c. Support EMS functionality to provide LBE with ability to print various ballot and election result related reports.
    - d. Support and develop if necessary EMS ability to determine winning candidates for a primary and a general election. Each election has different criteria for establishing who won the election.
    - e. Support and migrate data to the MD VOTERS candidate module and the voting system ballot production system.
  20. TO Contractor shall assist in-house developers by providing necessary data or reports.
  21. TO Contractor shall make changes to systems as necessary due to legislative or judicial change.
  22. TO Contractor shall enhance Canvassing and Official Election Reporting reports and documents. The task shall include the following:
  23. TO Contractor shall enhance appearance and functionality of current documents that Local Board of Canvassers declares official winners of local contests and ballot questions.
  24. TO Contractor shall develop several new legal documents for State Board of Canvassers, Electoral College and Governor’s Proclamations and declarations.
  25. TO Contractor shall work with development team on the creation of candidate and polling place modules in MD VOTERS.
  26. TO Contractor shall perform code clarification
  27. TO Contractor shall review existing code and perform a clean-up and clarification of programming to create uniform coding.
  28. TO Contractor shall modify any and reports involving polling places
  29. TO Contractor shall enhance the Election Result Canvassing and Certification. including:
    - a. Modification of system to produce certificates of nomination and election after certification of the election canvass is completed.
    - b. Modification of system to produce legal proclamations and other certifications.
    - c. Modification of system to interface with MD VOTERS.
  30. TO Contractor shall analyze and report findings to the TO Manager for all EMS operations.

31. TO Contractor in coordination with and approval of the TO Manager shall maintain a priority list of issues to be resolved.
32. TO Contractor shall review problems with SBE to ensure that the problems are appropriately addressed in sequence with other actions.
33. After TO Manager approval, TO Contractor shall:
  - a. Track and resolve (via existing SBE Incident Reporting, SBE Doc F) all Trouble Call Response requests received from SBE.
34. TO Contractor shall independently from the actual application test and submitted to the TO Manager for final approval and recording any software application changes or patches
35. TO Contractor shall provide support services including resolution of issue and problems identified in EMS in accordance to the SLA defined in this Section 2.10.

## 2.9 WORK HOURS

- A) TO Contractor’s assigned personnel shall work an eight-hour day ( 8:00AM to 5:00PM), Monday through Friday except for State holidays, and during extended business hours as necessary during Maryland election cycles.
- B) TO Contractor shall provide On-call support for extended hours during times of “Peak Operations”. These periods exist on several occasions leading up to and during an election. Any work beyond the given parameters requires prior approval from the TO Manager.
- C) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

## 2.10 SERVICE LEVEL AGREEMENT (SLA)

The service Criticality and Priority levels shall be determined by the TO Manager using the definitions contained in the following table.

Level	Category	Respond and Resolve within	Business and Financial Exposure	Work Outage	Workaround
5	Critical	2 Hours or less	The issue creates a serious business or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job, especially during election cycles	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
4	Emergency	4 Hours or less	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job, especially during election cycles	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
3	Urgent	24 Hours or less	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job, especially during election cycles	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	Routine	7 Days or less	The issue creates a low business	The issue causes the client to be unable to perform some small	There is likely an acceptable workaround to the problem.

			risk or financial exposure	portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The system, service or component is experiencing minor performance degradation.
<b>1</b>	Low	30 Days or less	The issue creates a very low business risk or financial exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	There is an acceptable workaround to the problem.

**Failure to meet any of the SLAs in this table will result in the TO Contractor forfeiting all of that monthly invoice if Level 4 and 5 are not resolved and 50% of that monthly invoice for failures on Levels 1-3.**

The TO Contractor shall meet the system response time requirements. Response time shall be measured during normal working hours, which are 8a.m. to 5 p.m., Eastern Standard Time, Monday through Friday, except for State-observed holidays. Time shall be measured at SBE discretion. The TO Contractor shall provide a monthly report to monitor and detail response times. The TO Contractor shall ensure system response times meet the minimum standards listed below.

TO Contractor shall provide an initial reply/evaluation within 4 to 24 hours during normal working days and within 1 to 4 hours during “Peak Periods” to any Trouble Call issues

TO Contractor shall be liable for negligence, inability or inadequate preparation that hinders, delays, or causes the destruction of software, reporting or equipment.

## 2.11 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 13. Performance issues identified by the agency are subject to the mitigation process described in Section 2.12 below.

## 2.12 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor shall have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

## 2.13 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The

TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

## **2.14 TO CONTRACTOR MINIMUM QUALIFICATION**

TO Contractor shall document the following minimum qualifications in the following areas:

- 5 years or more of experience in software engineering
- 5 years or more of experience in interface development and modification
- 5 years or more of experience in local, state or federal Election Management
- 5 years or more of experience in legislative actions and the impact of law or regulation changes.
- 10 years or more of experience in trouble/help desk support
- 10 years or more of experience with Oracle, Visual Basic, Microsoft applications and tools, and network security and virus applications.
- 10 years or more of experience with Web Supported Processes - interfacing data from a server to a Web based application
- 5 years or more of experience in data migration into a new system.

## **2.15 TO CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

### **2.15.1 TO CONTRACTOR KEY PERSONNEL**

- A. TO Contractor shall provide the key personnel identified below. Key personnel shall be available when necessary to meet the requirements of the EMS Project.
- B. TO Contractor shall not assign key personnel to other TO Contractor projects in any way that results in a conflict in their ability to meet the requirements of the RFP.
- C. TO Contractor shall provide those individuals accepted as key personnel throughout the Contract term, except as provided in Section 2.15.3. The labor categories the State recommends are listed in Sections 2.15.3; however, the TO Contractor shall employ other personnel as it sees fit to accomplish the requirements of the Contract.

### **2.15.2 TO CONTRACTOR KEY PERSONNEL QUALIFICATIONS**

- A. TO Contractor shall certify that key personnel meet the minimum qualifications identified in this TORFP.
- B. TO Contractor key personnel may be approved by SBE for performance in multiple skill categories for which they are qualified, on a case-by-case basis.

### **2.15.3 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

TO Contractor shall provide the following personnel or their equivalent. The minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein.

#### **Project Manager (part time- on as needed basis)**

- At least 10 year project manager experiences.
- Have managed at least two of similar projects.
- At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

- Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Engineering, or Business.

**Sr. Computer Programmer**

- Bachelor's Degree from an accredited college or university in with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field..
- Have at least 2 years of working on IT related projects regarding local, state or federal election management processes.
- At least two (2) years of experience working with Ada, SQL, visual basic or .net in the design and implementation of systems;
- At least one (1) year working with DBMS. and
- Worked on at least three (3) IT projects requiring data conversion or migration into a different operating system.
- At least eight (8) years of programming experience in software development or maintenance.

**Software Integration Analyst (part time- on as needed basis)**

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.
- At least eight (5) years of progressive working experience as a computer specialist or a computer systems analyst.
- Worked on at least three (3) IT projects requiring system integration or migration.

**2.15.4 SUBSTITUTION OF PERSONNEL**

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

If one or more key personnel are unavailable for work under the Contract for a continuous period exceeding 10 business days, the TO Contractor will be required to immediately notify the Contract Manager and replace the personnel with approved substitutes of equal or better qualifications within 10 business days after notification.

**2.16 PROFESSIONAL DEVELOPMENT**

Networking technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by SBE or anticipated to be implemented by SBE in the near future. With SBE prior approval, the time allocated to these continuing education activities for staff deployed to SBE on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

**2.17 INVOICE SUBMISSION**

Invoices shall be submitted by the TO Contractor on a monthly basis by the 20th business day of each month for all work completed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment will only be made upon completion and acceptance of the deliverables as defined in 2.3. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 12, is not submitted along with detailed documentation of work hours by the TO Contractor.

### **2.17.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- The invoice shall identify the State Board of Elections as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any Subcontractor and signed Acceptance of Deliverable form – Attachment 12, for each deliverable being invoiced) submitted for payment to SBE at the following address:

**Christine Oswald  
151 West Street, Suite 200  
Annapolis, Maryland 21401-0486.**

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.

### **2.18 RETAINAGE**

Ten percent of each invoiced deliverable will be retained until final acceptance of the final deliverable, which is the complete transition and total migration of EMS data into the new system or systems.

### **2.19 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct *monthly* progress meetings unless otherwise stipulated by TO Manager. A monthly project progress report shall be submitted five (5) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the *monthly* period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for the current and previous reporting periods and, as a percentage of completion. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.20 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 20<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SBE at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D6).

Subcontractor reporting shall be sent directly from the Subcontractor to SBE. SBE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## **2.21 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **2.22 HARDWARE, SOFTWARE, AND MATERIALS**

The TO Contractor shall be required to procure any and all necessary hardware, software, or materials to perform the contract at their cost. If any of the TO Contractor's necessary hardware, software, or materials to perform the contract is damaged, out of date or inoperable during the life of the contract, the costs to update or procure software or hardware is the responsibility of the TO Contractor and not SBE.

## **2.23 BACKUP / DISASTER RECOVERY**

The TO Contractor shall perform backups of the Web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups will be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two additional during the year, for a total of 6 system backups per server.



## **SECTION 3- TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II TORFP must respond within the submission 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 your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:**

- A) Proposed Services
  - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
  - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
  
- B) Proposed Personnel
  - 1) Identify and provide resumes for all proposed personnel by labor category.
  - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.15.3.
  - 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
  - 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.
  
- C) MBE Participation
  - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
  
- D) Subcontractors
  - 1) Identify all proposed Subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
  
- E) Master Contractor and Subcontractor Experience and Capabilities
  - 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
    - a) Name of organization.
    - b) Name, title, and telephone number of point-of-contact for the reference.
    - c) Type and duration of contract(s) supporting the reference.

- d) The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

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

- F) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
  - 1) A Master Contractor shall 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, shall 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. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
  - System Maintenance, Enhancement, Modification and Transition Plan
  - Trouble Call Response plan and management
- Personnel experience required in Section 3.2.1.B.

### **4.3 SELECTION PROCEDURES**

- 1) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.14 and 2.15.3 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 2) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 3) The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 5) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **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.

**ATTACHMENT 1 - SAMPLE PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS II TORFP # D38B3400003  
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed Labor Categories for this TORFP)			
Period 1 (01/01/2013 – 12/31/2013)			
Labor Category 2 - Project Manager (Part Time)	\$	500	\$
Labor category 14 - Sr. Computer Programmer (Full Time)	\$	2000	\$
Labor Category 5 - Software Integration Analyst (Part Time)	\$	1040	\$
<b>Period 1 Subtotal</b>			
Period 2 ( 01/01/2014 – 05/31/2014)			
Labor Category - Project Manager (Part Time)	\$	250	\$
Labor category 14 - Sr. Computer Programmer (Full Time)	\$	1000	\$
Labor Category 5 - Software Integration Analyst (Part Time)	\$	520	\$
<b>Period 1 Subtotal</b>			
<b>Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # D38B3400003

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

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

## FORM D – 1

### Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. D38B3400003, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of   0   percent and, if specified in the TORFP, sub-goals of   0   percent for MBEs classified as African American-owned and   0   percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE



**FORM D – 2**  
**Minority Business Enterprise Participation Schedule**

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

Prime TO Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number D38B3400003	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL WOMAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**FORM D – 2**  
**Minority Business Enterprise Participation Schedule (Continued)**

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**FORM D – 3**  
**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # D38B3400003, I state the following:

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**FORM D – 4**

**Subcontractor Project Participation Statement**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. D38B3400003, it and \_\_\_\_\_,  
(Subcontractor Name)  
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the Subcontractor shall:

(Describe work to be performed by MBE):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Prime TO Contractor Signature

By: \_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**FORM D – 5**

**Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

<p>Report #: _____</p> <p>Reporting Period (Month/Year): _____</p> <p><b>Report is due by the 15<sup>th</sup> of the following month.</b></p>	<p>CATS II TORFP #D38B3400003</p> <p>Contracting Unit _____</p> <p>Contract _____</p> <p>Amount _____</p> <p>MBE Sub Contract</p> <p>Amt _____</p> <p>Contract Begin</p> <p>Date _____</p> <p>Contract End</p> <p>Date _____</p> <p>Services</p> <p>Provided _____</p>
---	--

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

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

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

Jared DeMarinis, Contract Manager and Director of Campaign Finance and Candidacy <a href="mailto:Jared.demarinis@maryland.gov">Jared.demarinis@maryland.gov</a> 410-269-2853 151 West St. Suite 200 Annapolis, MD 21401	Whitney Faust, Procurement Officer <a href="mailto:wfaust@elections.state.md.us">wfaust@elections.state.md.us</a> 410-269-2863 151 West St. Suite 200 Annapolis, MD 21401

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**FORM D – 6**

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

Report #: _____  Reporting Period (Month/Year): ____/____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #D38B3400003 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid:</b> \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid:</b> \$ _____	
Prime TO Contractor:		
Contact Person:		

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

Jared DeMarinis, Contract Manager and Director of Campaign Finance and Candidacy <a href="mailto:Jared.demarinis@maryland.gov">Jared.demarinis@maryland.gov</a> 410-269-2853 151 West St. Suite 200 Annapolis, MD 21401	Whitney Faust, Procurement Officer <a href="mailto:wfaust@elections.state.md.us">wfaust@elections.state.md.us</a> 410-269-2863 151 West St. Suite 200 Annapolis, MD 21401
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Submit as required in TO Contractor MBE Reporting Requirements



## ATTACHMENT 3 - TASK ORDER AGREEMENT

### CATS II TORFP # D38B3400003 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2012 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, State Board of Elections.

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 State Board of Elections, as identified in the CATS II TORFP # D38B3400003.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # D38B3400003, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Whitney Faust. 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 State Board of Elections and **MASTER CONTRACTOR**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Jared DeMarinis of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with, or supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

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

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 01/01/2013- 05/31/2014, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is                     . Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to Jared DeMarinis 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: Jared DeMarinis, TO Contract Manager

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, State Board of Elections

\_\_\_\_\_  
By: Whitney Faust, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## **ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

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

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

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

**ATTACHMENT 5  
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(CONTINUED)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITH TO RESPONSE  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

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

Drive East on Rowe Blvd. Toward downtown Annapolis, MD.

Make a right onto Taylor Avenue near the Sweeney District Courthouse.

Continue all the way down Taylor Avenue; pass the Annapolis Police Department until you reach a circle. This is called Westgate Circle.

Go around Westgate Circle. Make a right onto West Street.

Drive approximately three blocks down West Street. SBE's office is on the right (151 West St.) right past Lemongrass restaurant.

There is a parking garage behind Lemongrass right next to SBE, called Cecil and Martha Knighton Parking Facility (there is a fee).

Enter 151 West St. and proceed to Suite 200. Sign in with the receptionist.

**ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #D38B3400003 for Election Management System Support and Transition. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to voter registration, candidate filings, and source code. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

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

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

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

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

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

\_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.9 OF THE TORFP**



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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its State Board of Elections (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 Election Management System Support and Transition TORFP No. D38B3400003 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**State Board of Elections:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.9 OF THE TORFP**

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) Was the substitute approved by the agency in writing?

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

#### Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)  
%

B) Are MBE reports D-5 and D-6 submitted monthly?

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

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)  
%

**(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))**

D) Is this consistent with the planned MBE percentage at this stage of the project?

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

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

#### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

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

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

**ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of TO 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 TO 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 TO 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 TO Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature & Date: \_\_\_\_\_

**EXHIBIT A**

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

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

**Signature**

**Date**

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

**ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #ADPICS PO

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

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

Name of TO Manager: TO Manager

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

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

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

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

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

Agency Name: TO Requesting Agency  
TORFP Title: TORFP Project Name  
TO Manager: TO Manager and Phone Number

To:

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

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

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

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

This deliverable:

Accepted as delivered.

Rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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



**ATTACHMENT 13 – PERFORMANCE EVALUATION FORM**

**TO Contractor:**  
**Date Submitted:**  
**Performance Period (Month / Year):**  
**Agency Name:**  
**Manager / Agency Contact:**  
**Reference BPO #**

**THE AGENCY SHALL COMPLETE THE INFORMATION BELOW**

<b>Project Manager Work Performance Area</b>	<b>Satisfactory? (Yes / No)</b>
Attendance / Timeliness	
Work Productivity	
Work Quality	
Teamwork	
Communication	
Customer Service	

<b>PMBOK Performance Area</b>	<b>PMBOK Performance Rating</b>
Integration Management	
Scope Management	
Time/Schedule Management	
Cost Management	
Quality Management	
Human Resources Management	
Communications Management	
Risk Management	
Procurement Management	
<b>Average PMBOK Performance Rating:</b>	

\*Rating based on *PMBOK Performance Rating Criteria* on following pages.

The Project Manager shall maintain a “Satisfactory” for each work performance area above and an “Average PMBOK Performance Rating” of 3 or higher. Unsatisfactory work performance or an average PMBOK rating below 3 may trigger payment withholding pending corrective action.

### Monthly Project Management Process Evaluation Rating Criteria

The TO Manager will evaluate and rate Project Manager's performance on a monthly basis for each of the nine Knowledge Areas below. Processes should be at score of 3 or higher for applicable processes.

#### Rating

Project Integration Management		
<b>0</b>	Not applicable for project.	<b><u>Indicators of Process</u></b>
<b>1</b>	Project Manager has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	1. Project Charter
<b>2</b>	Project Manager has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	2. Project Management Plan (PMP)
<b>3</b>	Project Manager has institutionalized the Project integration efforts with documented procedures and standards. Project Manager is beginning to integrate all project data.	3. Integrated Project Plan
<b>4</b>	Project Manager utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	4. Updated Project Schedule
<b>5</b>	Project Manager has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	
Project Scope Management		
<b>0</b>	Not applicable for project.	<b><u>Indicators of Process</u></b>
<b>1</b>	Project has general statement of functional requirements. Little or no scope management or documentation for project. Management and stakeholders are aware of key milestones only.	1. Project Scope Statement
<b>2</b>	Project Manager has put basic scope management process in place. Scope management is meeting techniques irregularly.	2. Change Request and Approval Process
<b>3</b>	Project Manager has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	3. Requirements Traceability Matrix (RTM)
<b>4</b>	Project Manager is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	4. Change Control Board
<b>5</b>	Project Manager's effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	
Project Time/Schedule Management		
<b>0</b>	Not applicable for project.	<b><u>Indicators of</u></b>

		<b><u>Process</u></b>
<b>1</b>	Project Manager has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	1. WBS 2. Schedule Management Plan 3. Activities duration based on historic data
<b>2</b>	Project Manager has established basic processes, but is not performing planning and scheduling on a regular basis.	
<b>3</b>	Project Manager has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	
<b>4</b>	Project Manager has established good practices in time management including utilization of historical data to forecast future performance. Project management decisions based on efficiency and effectiveness metrics.	
<b>5</b>	Project Manager has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	

### **Project Cost Management**

		<b><u>Indicators of Process</u></b>
<b>0</b>	Not applicable for project.	1. Cost Estimates Activity 2. Project Cost Baseline 3. Cost Management Plan 4. Cost Control
<b>1</b>	Project Manager has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	
<b>2</b>	Project Manager has established processes for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	
<b>3</b>	Project Manager has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	
<b>4</b>	Project Manager has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	
<b>5</b>	Project Manager leverages lessons learned to improve documented processes. Project Manager and management are actively using efficiency and effectiveness metrics for decision making.	

### **Project Quality Management**

		<b><u>Indicators of Process</u></b>
<b>0</b>	Not applicable for project.	1. Quality Assurance Plan 2. Plans 3. Acceptance Criteria defined 4. User Acceptance Criteria (UAC)
<b>1</b>	Project Manager has not established project quality practices or standards. Management is considering how they should define "quality".	
<b>2</b>	Project Manager has established basic organizational project quality policy has been adopted. Project Management and Team encourage quality processes and policy for project.	
<b>3</b>	Project Manager has established well documented quality	

	management process and instituted standards for the project. Regular quality management activities are being executed including plans acceptance.	per SDLC activities 5. Formal Plan Acceptance Process
4	Project Manager has best practices for standard quality management processes. Management is actively involved in coordinating quality standards and assurance. Some metrics are developed.	
5	Project Manager has implemented guidelines for implementing improvements back into the process. Metrics are key to product quality decisions throughout the SDLC.	

**Project Human Resource Management**

		<b><u>Indicators of Process</u></b>
0	Not applicable for project.	
1	Project Manager has not performed planning and staffing activities for project. Project teams are ad hoc. Human resource time and cost is not measured.	1. Organization Chart
2	Project Manager has put processes in place that defines how to plan and manage human resources. Resource tracking is loosely performed for project.	2. Roles and responsibilities matrix
3	Project Manager has established a regularly resource management process. Professional development program activities for team and organization have been established for successful implementation of project.	3. Staffing Management Plan
4	Project Manager has implemented resource management best practices including resource forecasts used for project planning and prioritization. Project team performance measured and integrated with team development.	4. Team Training Plan
5	Project Manager includes Human Resource processes which engage teams to document project lessons learned. Improvements are incorporated into human resources management process.	5. Team performance assessment

**Project Communication Management**

		<b><u>Indicators of Process</u></b>
0	Not applicable for project.	
1	Project Manager performing communications management on an ad hoc basis with informal status reports to management.	1. Communication Management Plan
2	Project Manager has established basic communications process including Communications Management Plan. Project progress reporting is occurring on a more regular basis.	2. Project Performance Reports
3	Project Manager has active involvement by executing a formal project communications plan. All stakeholders and project team members are aware of communications process.	3. Stakeholder Contact
4	Project Manager has implemented best practices for communications management plan for the project.	4. Processes for communication of Risk, Issues and Decisions

<b>5</b>	Project Manager has put additional improvement process in place to continuously improve project communications management. Lessons learned are captured and incorporated.	
<b>Project Risk Management</b>		
<b>0</b>	Not applicable for project.	<b><u>Indicators of Process</u></b>
<b>1</b>	Project Manager has not established any risk management practices or standards for project. Documentation is minimal and results are not shared. Risk response is reactive.	1. Risk Management Plan
<b>2</b>	Project Manager has established basic risk management processes and have documented for the project. Team members are involved with risks process and risks are shared for project.	2. Risk Register
<b>3</b>	Project Manager has established regular risk management processes and risk activities, including identification and mitigation planning, are actively utilized for project.	3. Process for Risk Register updates and communication of risk
<b>4</b>	Project Manager has integrated risk processes with all aspect of project reporting including time, cost, and resource systems. Metrics are used to support risk decisions for the project.	4. Contingency plans for risk
<b>5</b>	Project Manager has establish best practices in risk management including continuous improvement processes to ensure project is continually measured and managed against performance metrics.	

<b>Project Procurement Management</b>		
<b>0</b>	Not applicable for project.	<b><u>Indicators of Process</u></b>
<b>1</b>	Project Manager has not established procurement process for project. Processes are ad hoc at best with no clear plan defined.	1. Procurement Management Plan
<b>2</b>	Project Manager has established basic process for procurement of goods and services for project. Procurement Management Plan has been developed for procurement of all project goods and services.	2. Contract Statement Of Work
<b>3</b>	Project Manager has established standards for procurement management on project and integrated with Agency processes.	3. Evaluation Criteria
<b>4</b>	Project Manager has leverage procurement management best practices such as make/buy decisions for the agency and project. Project procurement practices are integrated with project management mechanisms.	4. Cost Benefit Analysis
<b>5</b>	Project Manager has instituted on-going process improvements focus on procurement efficiency and effective metrics.	5. Make/Buy Decisions

