

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

AGENCY ELECTION MANAGEMENT SYSTEM (AEMS) SUPPORT

CATS+ TORFP # D38B7400016



State Board of Elections (SBE)

Issue Date: March 30, 2017

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	Agency Election Management System (AEMS) Support	
Solicitation Number (TORFP #):	D38B7400016	
Functional Area:	Functional Area 5 – Software Engineering	
Issue Date:	03/30/2017	
Questions Due Date and Time:	04/11/2017 at 1:00 pm Local Time	
Closing Date and Time:	04/14/2017 at 1:00 pm Local Time	
TO Requesting Agency:	State Board of Elections (SBE)	
Send Proposals to:	Whitney LeRoux, Procurement Officer Whitney.LeRoux@Maryland.Gov <i>E-mail submission is required.</i>	
Send Questions to (e-mail only)	Whitney.LeRoux@Maryland.Gov	
TO Procurement Officer:	Whitney LeRoux Office Phone Number: 443-924-4900 Whitney.LeRoux@Maryland.Gov	
TO Manager:	Caryn Getsinger Office Phone Number: 410-269-2854 Caryn.Getsinger1@Maryland.Gov	
TO Project Manager	Natasha Walker Office Phone Number: 410-269-2858 Natasha.Walker@Maryland.Gov	
TO Type:	Time and Material	
Period of Performance:	NTP (Approximate Date of 05/10/2017 through 02/28/2019).	
MBE Goal:	0 %	
VSBE Goal:	0%	
Small Business Reserve (SBR):	No	
Primary Place of Performance:	Remote location reporting to the main office periodically.	State Board of Elections 151 West St. Suite 200Annapolis, MD 21401
TO Pre-proposal Conference:	There is no pre-proposal conference for this TORFP.	

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS + MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** – The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.
- C. **TO Project Manager** – The TO Project Manager has the primary technical expertise related to the tasks detailed in the TORFP and will work in conjunction with the TO Manager to confirm satisfactory deliverable of technical requirements. The TO Project Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- D. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- E. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- F. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- G. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after TO award.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

Neither oral presentations nor interviews will be held for this solicitation.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

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

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP will not be reimbursed.

1.12 NON-DISCLOSURE AGREEMENT

1.12.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.12.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.13 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.14 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

1.15 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date

for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.16 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.17 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.18 DEFINITIONS

Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
Election Management System (AEMS)	AEMS is two integrated systems – Candidate Registration System (ELECTrack Agency System) and Pre and Post Election Management System (Ballot System).
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin

Offeror	A Master Contractor that submits a proposal in response to this TORFP
State Board of Elections (SBE)	The unit of Maryland State government issuing the TORFP
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards.
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
System Source Materials	Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to: <ul style="list-style-type: none"> a) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project. b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.

	<ul style="list-style-type: none"> c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system. d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation. e) A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software). f) All associated user instructions and/or training materials for business users and technical staff
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror’s total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Upgrade	A new release of any COTS component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .

<p>Work Order</p>	<p>A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.</p>
<p>Working Day(s)</p>	<p>Same as “Business Day”</p>

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SECTION 2 - PERSONNEL EXPERIENCE

2.1 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

2.2 OFFEROR'S PERSONNEL EXPERIENCE QUALIFICATIONS

The following experience is expected and will be evaluated as part of the technical proposal.

1. **Computer Programmer (Senior)**
 - a) Experience working on IT related projects regarding local, state or federal election management processes.
 - b) Experience working with SQL and Visual Basic 6 in the design and implementation of systems.
 - c) Experience working with DBMS.
 - d) Experience working with projects requiring data conversion or migration into a different operating system.
 - e) Programming experience in software development or maintenance.
2. **Analyst, Computer Software/Integration (Senior)**
 - a) Progressive working experience as a computer specialist or a computer systems analyst.
 - b) Progressive working experience with Oracle databases.
 - c) Progressive working experience as a software programmer (Visual Basic, .Net, other scripting languages).
 - d) Progressive working experience with compiling code and building software applications.
 - e) Experience working with projects requiring system integration or migration.

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

SBE is issuing this CATS+ TORFP to obtain high quality software engineering services including software enhancements and modifications, trouble shooting and proactive system maintenance for SBE's Election Management System (AEMS) software in accordance with the requirements of the TORFP.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose one full-time Senior Computer Programmer and one full-time Analyst, Computer Software/Integration (Senior).

SBE expects the proposed personnel to be available as of the start date specified in the Notice To Proceed (NTP).

SBE intends to award this Task Order to one (1) Master Contractor that proposes both resources that can best satisfy the TO requirements. Services for both resources will be required full-time throughout the term of the Task Order Agreement. This TORFP requires one full time Senior Computer Programmer and one full-time Computer Software Integration Analyst (Senior) to support tasks and service for each AEMS coordinating system.

3.2 REQUESTING AGENCY BACKGROUND

The State Administrator is the chief election official of Maryland. SBE's offices are located in Annapolis, Maryland and support forty (40) full time staff plus contractors. SBE supervises the twenty-four (24) local boards of elections (LBE) offices located in Baltimore City and the twenty-three (23) counties of Maryland.

SBE's mission 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.

3.3 EXISTING SYSTEM DESCRIPTION

SBE developed the current AEMS in 1999. The AEMS was developed 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 AEMS, electronic filing software for use by Maryland campaign committees was developed and deployed.

In 2011, the campaign finance functionality of AEMS was discontinued and replaced with a new browser-based system. In 2016, the candidate filing functionality was discontinued and also replaced with a new browser-based system. Currently, AEMS reports candidates who have filed; implements

election parameters; designs ballot content and arrangement; and collects and reports election results from all 24 local election board offices. SBE retains the licenses for all software applications.

SBE’s network is comprised of the SBE Headquarters, the State Data Archives Center in Annapolis, Continuity of Operations Center (COOP) in Cumberland, MD, Voter Registration Operations Center (VROC) in Annapolis, MD, and the 24 local election offices and warehouses. The TO Contractor shall anticipate monthly trips during “Non-Peak Periods” and weekly trips during “Peak Periods” to SBE in Annapolis and may be asked to travel to any of the locations listed below.

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		

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

In addition, AEMS is functionally dependent on its ability to interface with other election support systems such as ElectionWare that provides the interface to the voting equipment, the electronic pollbook, and the voter registration system (MDVOTERS). This AEMS system is also responsible for creating HTML candidate lists and election result pages using the SBE website template.

3.3.1 AEMS is two integrated systems – Candidate Registration System (ELECTrack Agency System) and Pre and Post Election Management System (Ballot System).

The ELECTrack Agency component of the AEMS contains various election related reports that are accessible from each of the LBES. This module allows entry of write-in candidate votes, creates candidate lists, and links candidates to the ballot system.

The Ballot System component of the AEMS uses candidate information from MDVOTERS, establishes election parameters, defines the content and arrangement of each ballot, and collects and reports election results from around the State. The Ballot 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 MDVOTERS 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 ElectionWare, 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 ElectionWare servers through a custom interface and provided to the public through various reports and the SBE Web site.

3.3.2 TECHNOLOGY

AEMS is built to support many different aspects of the election process. SBE servers are configured to run AEMS; this includes Oracle, Visual Basic 6, 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 LBEs. SBE is configured to connect all twenty-four (24) LBEs to AEMS through dedicated networks, SFTP and VPN.

All AEMS database 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. LBEs are responsible for their own backup, under the supervision of SBE. Some LBEs 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 twenty-four (24) LBEs to AEMS through Network Maryland.

3.4 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.

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

3.6 REQUIREMENTS

3.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the services as identified in this Section 3.6 Requirements.

3.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

TO Contractor Personnel shall provide the following services:

- A. Maintain custom source code in a version control library.
- B. Support changes in election process requirements to the AEMS.
- C. Support State and federal law changes in ballot or candidacy requirements in the AEMS.
- D. Support any corresponding changes addressed by maintenance as well as enhancements to the AEMS.
- E. Provide documents in both softcopy (MS Word) and hardcopy formats detailing any and all changes, enhancements and code updates and provide documents usable by non-technical users.
- F. Assist SBE and other contractors designated by SBE for the conversion and migration of the historical data of AEMS into the MDVOTERS system.
- G. Provide any necessary modifications and enhancements to the AEMS within established deadlines.
- H. Assist SBE in estimating the cost for updating the AEMS according to new election laws.
- I. Ensure that the AEMS permits easy import and export of information from and to a wide variety of other applications, such as desktop applications (Microsoft Office suite); Internet; Adobe Acrobat, electronic mail system; other DBMS systems; data warehouses; and executive information systems.

- J. Support the AEMS software and any enhancements ensuring that they are technically stable, mature and 85% bug-free.
- K. Ensure AEMS interfaces with the Candidate Registration module of MDVOTERS, the electronic pollbook, and the voting system equipment through ElectionWare.
- L. Create periodic database backups of production and transfer and import the backups to the server at the disaster recovery location (Annapolis, MD). The backups are not required to be real time. This process shall start approximately 40 days prior to an election and will end a designated time during the month after the election.
- M. Maintain and build production, backup, test and development environments when required by SBE.
- N. Present a solution and resolve any issues reported by SBE (trouble calls) consistent with the Trouble Call Plan as identified in Section 3.8.
- O. Complete tasks assigned by SBE within normal business hours 8:00 AM to 5:00 PM, Monday through Friday, with the exception of holidays observed by SBE and during “Peak Periods.” These periods exist on several occasions leading up to and during an election, for example the candidate filing deadline, during ballot production and the month prior to and after an election.
- P. Develop, test, and implement system enhancements and modifications due to legislative or judicial changes as requested by SBE.
- Q. Participate in interface and migration discussions to systems that interface with AEMS.
- R. Support the interface with the voting system including but not limited to the following examples:
 - 1. Building the import files required for creating the ballots in ElectionWare.
 - 2. Develop scripts to retrieve the election results from each of the LBEs at certain intervals, archive those result files, log for errors and import results into the AEMS Oracle database.
- S. Develop plans for and participate in multi-system testing to ensure coordination with all the various systems that support SBE.
- T. Provide maintenance necessary for AEMS operations, including but not limited to the following examples:
 - 1. Conduct system diagnostics, corrections/cleanups, interface tests, and general troubleshooting as indicated by the regular review of processing actions and problem reports.
 - 2. Evaluate and fine-tune database operations.
 - 3. Install upgraded releases of operating and/or database systems after getting approval from SBE.
 - 4. Report upgrades to SBE.
 - 5. Provide analysis and recommendations for interface and procedural changes to increase operational efficiency.
 - 6. Provide on-site support during “Peak Periods” of special concern such as on election night.
- U. 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 AEMS at SBE and at the LBEs when asked by SBE to assist these organizations with technical support.
- V. Provide development and enhancement of bilingual ballot language for offices and ballot questions.

- W. Ensure that any election results or ballot developments met are in accordance to Section 203 of the Voting Rights Act.
- X. Develop and enhance AEMS to maximize ease of use by staff performing data entry and by programmers.
- Y. Modify defined or ad-hoc reports.
- Z. Develop and create new reporting features based on legislative changes.
- AA. TO Contractor shall:
 - 1. Support security system that limits various AEMS components and reports to the LBEs;
 - 2. Support the functionality for recording of all write-in votes and allow the Local Boards of Canvassers to alter the election results official reporting;
 - 3. Support AEMS functionality to provide LBE with ability to print various ballot and election result related reports;
 - 4. Support and develop, if necessary, AEMS' ability to determine winning candidates for a primary and a general election. Each election has different criteria for establishing who won the election;
 - 5. Support and interface with the MDVOTERS' candidate module and the voting system ballot production system.
- BB. Enhance legal documents for State Board of Canvassers and Governor's Proclamations and declarations.
- CC. Work with MDVOTERS development team on the candidate module in MDVOTERS and with data migration as requested by SBE.
- DD. Perform code clarification.
- EE. Shall resolve identified issues in accordance with the System Maintenance, Modification and Support Plan as approved by the TO Project Manager.
- FF. Generate HTML candidate lists and result pages using the SBE web template and post the list to SBE's website at intervals specified by SBE. Intervals can range from every 10 minutes to once a day.
- GG. Enhance the Election Result Canvassing and Certification including:
 - 1. Modification of the AEMS to produce certificates of nomination and election after certification of the election canvass is completed.
 - 2. Modification of the AEMS to produce legal proclamations and other certifications.
 - 3. Modification of the AEMS to interface with MDVOTERS.
- HH. Analyze and report findings to the TO Project Manager for all AEMS operations.
- II. In coordination with and approval of the TO Project Manager, maintain a priority list of issues to be resolved.
- JJ. After TO Project Manager approval, track and resolve all Trouble Call Response requests received from SBE.
- KK. Independently from the actual application test, submit to the TO Project Manager for final approval and recording any software application changes or patches.

3.6.3 BACKUP / DISASTER RECOVERY

3.6.3.1 TO Contractor shall perform daily database backups.

3.6.3.2 Daily database backups shall be retained for one (1) year.

3.6.3.3 The TO Contractor shall describe its database backup procedures.

3.6.3.4 The TO Contractor shall describe its database Disaster Recovery Procedures.

3.6.3.5 The TO Contractor shall perform a database Disaster Recovery Test once per year and send the results to the TO Manager.

3.6.4 REQUIREMENTS FOR 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 its 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.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays observed by SBE.
- B. Non-Business Hours Support: 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. TO Contractor shall provide on-site support for extended hours on primary and general election days. 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 activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of forty (40) hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight (8) hour day or less than a forty (40) hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two (2) weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one (1) consecutive week. In cases where there is insufficient coverage and during "Peak Periods," a leave request may be denied.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally

proposed individual may be grounds for pre-award disqualification or post-award termination.

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) prior to any work commencing on the Task Order.

3.7.4 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

The TO Contractor will provide all necessary network connectivity and required workstation hardware/software to complete the requirements of this Task Order. At minimum, a home office space is required, however, SBE will provide temporary office space at SBE's office in Annapolis when on-site support is requested by SBE.

3.8 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 2013.

Drafts of all final deliverables are required at least two (2) 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.

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 via email. 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 thirty (30) days in the applicable invoice format (Reference 3.9 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:

- 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.

3.8.1 DELIVERABLE SUBMISSION

TO Contractor shall submit bi-weekly progress reports to the TO Manager. The written 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.

Additionally, the TO Contractor shall provide written notification to the TO Manager, when the TO Contractor reaches 75% of the original price estimate.

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2013 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.9 Invoicing.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

3.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. 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.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	System Maintenance, Modification and Support Plan (Draft)	MS Word document that contains: a. Workable solution for system support; b. Detail any out of date software programs; c. Develop a plan for analysis on any requested changes or modifications.	NTP + 21 Calendar Days
3.8.4.2	System Maintenance, Modification, and Support Plan (Final)	Final version in MS Word document that contains: a. Workable solution for system support; b. Detail any out of date software programs; c. Develop a plan for analysis on any requested changes or modifications; d. Additional requested content based on feedback from SBE.	NTP + 28 Calendar Days
3.8.4.3	Trouble Call Response Plan (Draft)	MS Word document that details how trouble calls and responses are approved and documented.	NTP + 14 Calendar Days
3.8.4.4	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
3.8.4.5	System Maintenance, Modification and Support Plan and Trouble Call Response (Updated)	MS Word document that contains updates for both: a) System Maintenance, Modification and Support Plan; b) Trouble Call Response Plan	February 15, 2018 & August 15, 2018
3.8.4.6	Test Management Plan (Draft)	MS Word document that contains how the TO Contractor plans to test any changes, enhancements or alternations in the current AEMS	NTP + 21 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		program.	
3.8.4.7	Test Management Plan (Final)	Final version in MS Word document that contains: a. How the TO Contractor plans to test any changes; enhancements or alternations in the current AEMS program; b. Additional requested content based on feedback from SBE.	NTP + 28 Calendar Days
3.8.4.8	AEMS PROGRESS & COST Reports	MS Word document containing costs, hours worked to date and the overall progress to completion of the contract for each coordinating system.	Monthly
3.8.4.9	Data Dictionary	MD Word of MS Excel containing table names, columns, types and comments	40 Calendar Days after an election
3.8.4.10	Issues/Risk Tracking Reports	MS Word and Excel document detailing outstanding issues and risks associated with the AEMS system during the migration to the new system.	Quarterly
3.8.4.11	Bi-Weekly progress report	MS Word document that contains 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; f. Time sheets detailing hours worked signed by staff and TO Contractor's Project Manager.	Twice a month on the 15 th and 30 th of each month

3.9 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.9.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "State Board of Elections" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed timesheet as described in 3.9.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
- C) The TO Contractor shall mail or e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address:
caryn.getsinger1@maryland.gov.
- D) 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.

3.9.2 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement;
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement;
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement;
- D) The item or services have not been accepted;
- E) The quantity of items delivered is less than the quantity ordered;
- F) The items or services do not meet the quality requirements of the Task Order;
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement;

- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met;
- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

3.9.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

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

- A) Title: *Time Sheet for AEMS Support*;
- B) Issuing company name, address, and telephone number;
- C) For each employee/resource:
 - a) Employee/resource name;
 - b) For each period, ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month);
 - (1) Tasks completed that week and the associated deliverable names and ID#s;
 - (2) Number of hours worked each day;
 - (3) Total number of hours worked that Period;
 - (4) Weekly variance above or below 40 hours;
 - (5) Annual number of hours planned under the TO;
 - (6) Annual number of hours worked to date;
 - (7) Balance of hours remaining;
 - (8) Annual variance to date (Sum of periodic variances);
- D) Signature and date lines for the TO Manager.

3.10 SOC 2 TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.11 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.12 “Insurance” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.12 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

3.12.1 Information Technology

3.12.1.1 The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.12.2 The State shall, at its discretion, have the right to review and assess the TO Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.12.3 TO Contractor Personnel

3.12.3.1 TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

3.12.3.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.12.3.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

3.12.3.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

3.12.4 Criminal Background Check

3.12.4.1 A criminal background check for each for any TO Contractor Personnel providing services under this TORFP shall be completed prior to each TO Contractor Personnel providing any services under the TO Agreement.

3.12.4.2 The TO Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all TO Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

3.12.4.3 The TO Contractor shall provide certification to the Agency that the TO Contractor has completed the required criminal background check described in this TORFP for each

required TO Contractor Personnel prior to assignment, and that the TO Contractor Personnel have successfully passed this check.

3.12.4.4 The TO Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the TO Manager. The TO Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the TO Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual TO Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

3.12.4.5 The CJIS criminal record check of each TO Contractor Personnel who will work on State premises shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
6. a crime of violence as defined in CL § 14-101(a).

3.12.4.6 TO Contractor Personnel who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this TO Agreement; TO Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

3.12.5 On-Site Security Requirement(s)

- 3.12.5.1 For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- A. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both

entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel.

3.12.5.2 Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department or 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 Department or Agency.

3.12.5.3 Further, TO Contractor Personnel 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 the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO for default.

3.12.6 Data Protection and Controls

TO Contractor shall ensure satisfaction of the following requirements:

3.12.6.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.12.6.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.

3.12.6.2 To ensure appropriate data protection safeguards are in place, at minimum, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):

1. Establish separate test and development environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or development environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information

security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.

5. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department or Agency shall have the right to inspect these policies and procedures and the TO Contractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
6. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
7. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
8. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
9. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor's security policy. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department or Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
10. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
11. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.

12. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
13. Where website hosting or Internet access is the service provided or part of the service provided, the TO Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the TO Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The TO Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department or Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.12.6.3 Access to Security Logs and Reports

The TO Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this TO Agreement.

3.13 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The Agency shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Agency's election. The Agency shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with Agency or Agency's designated auditor and shall provide the necessary assistance for Agency or Agency's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to Agency. TO Contractor and/or Subcontractors shall insure Agency has the right to audit with subcontractor(s).

SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

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

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

SBE strongly prefers TO Proposal submissions be made via e-mail. For TO Proposals submitted via email, the TO Technical Proposal shall be submitted in one or more unencrypted e-mails separate from the TO Financial Proposal. This e-mail shall include:

- A. Subject line "CATS+ TORFP # D38B7400016 Technical" plus the Master Contractor Name;
- B. One attachment labeled "TORFP D38B7400016 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format;
- C. One attachment labeled "TORFP D38B7400016 Technical – Proposal" in Microsoft Word format (2007 or later);
- D. SBE can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

SBE will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A. Subject line "CATS+ TORFP # D38B7400016 Financial" plus the Master Contractor Name;
- B. One attachment labeled "TORFP D38B7400016 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 12 – Living Wage Affidavit of Agreement
- C. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal (with password protection if emailed):

- A. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

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

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start/completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 3 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 6) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B) Proposed Personnel and TORFP Staffing (refer to TORFP Section 2.2)

Offeror shall propose exactly one full-time Senior Computer Programmer and one full-time Analyst, Computer Software/Integration (Senior) in response to this TORFP. Offeror shall:

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form;
 - 2) Provide three (3) references per proposed Personnel containing the information listed in Attachment 5B;
 - 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**);
 - b) Supporting descriptions for all labor categories proposed in response to this TORFP
 - c) Description of approach for quickly substituting qualified personnel after start of TO;
 - 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- C) Master Contractor and Subcontractor Experience and Capabilities;
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization;
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
 - c) Services provided as they relate to Section 3 - Scope of Work;
 - d) Start and end dates for each example engagement or contract;
 - e) Current Master Contractor team personnel who participated on the engagement;
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

- a) Contract or task order name;
- b) Name of organization;
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience);

- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not;
- e) Dollar value of the contract;
- f) Indicate if the contract was terminated before the original expiration date;
- g) Indicate if any renewal options were not exercised.

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

D) State Assistance

The Master Contractor shall provide an estimate of expectation concerning participation by State personnel.

E) Confidentiality

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

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

F) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet).
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

- D) Prices shall be valid for 120 days.

SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The capability and experience (refer to TORFP Section 2) of the proposed resources to perform the required tasks and produce the required deliverables (refer to TORFP Section 3 - Scope of Work). Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- B) Extent to which the Offeror can attest to the proposed personnels' respective qualifications and experience, based on direct observation of those individuals' work.
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with TORFP Section 4.4.
- D) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.

5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the requirements of the TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement;

- b. Proof of Criminal Background Check for both personnel required under this TORFP provided to the TO Manager;
- c. By a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

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

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # D38B7400016

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

A year for this Task Order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Year 1				
Senior Computer Programmer (Full Time)		\$	2000	\$
Analyst, Computer Software/Integration (Senior) (Full Time)		\$	2000	\$
			Evaluated Price Year 1	\$
Year 2				
Senior Computer Programmer (Full Time)		\$	2000	\$
Analyst, Computer Software/Integration (Senior) (Full Time)		\$	2000	\$
			Evaluated Price Year 2	\$
Total Evaluated Price (Years 1 – 2)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP# D38B7400016 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, State Board of Elections (SBE).

IN CONSIDERATION of the mutual promises 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 State Board of Elections (SBE) as identified in the CATS+ TORFP # D38B7400016.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # D38B7400016 dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d) “TO Procurement Officer” means Whitney LeRoux. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between SBE and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Caryn Getsinger. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Project Manager” means Natasha Walker. The Agency may change the TO Project Manager at any time by written notice to the TO Contractor.
 - i) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - j) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - k) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP

- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date the TO Agreement is fully executed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, STATE BOARD OF ELECTIONS

By: Whitney LeRoux, TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements and experience as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # D38B7400016

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Experience (as defined in Section 2.2 of this TORFP). Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

_____ Date _____
Signature

Proposed Individual:

_____ Date _____
Signature

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # <<SOLICITATION NUMBER>>

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

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

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

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

_Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): <<SOLICITATION NUMBER>>

Dear TO Contractor Contact:

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

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

Sincerely,

Whitney LeRoux

Task Order Procurement Officer

Enclosures (2)

cc: Caryn Getsinger, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its <<TO Requesting Agency Name>>, <<TO REQUESTING AGENCY ACRONYM>>, (the “Department or Agency”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for <<Solicitation Title>> TORFP No. <<SOLICITATION NUMBER>> dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

SBE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
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)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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)	
Section 3 – Substitution of Personnel	
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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 ÷ 10,000 = 0.30))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

The Investment Activities in Iran list is located at: www.bpw.state.md.us

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 16 SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

Master Contractor

Typed Name

Signature

Date