



CONSULTING AND TECHNICAL SERVICES (CATS)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

SAS 70 AUDIT OF MDVOTERS

CATS TORFP PROJECT D38P7200019



**Maryland State Board of Elections
Voter Registration Division and the Office of Information Technology
151 West Street, Suite 200, Annapolis, MD 21401**

PROJECT NO. SBE-2007-01

Issue Date: December 15, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS TORFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	SAS 70 Audit of MDVOTERS
Functional Area:	Functional Area #9 IT and Telecommunications Financial and Auditing Consulting Services

TORFP Issue Date:	12/15/2006
Closing Date and Time:	2/1/2007 at 12:00 PM EST
TORFP Issuing Agency:	State Board of Elections (SBE), Office of Information Technology
Send Questions and Proposals to:	John Clark Suite 200, 151 West Street, Annapolis, MD 21401 jclark@elections.state.md.us
TO Procurement Officer:	Joseph Torre Office Phone Number: 410-269-2847 Office FAX Number: 410-974-2019
TO Manager:	Michael Kortum Office Phone Number: 410-269-2876 Office FAX Number: 410-974-2019
TO Project Number:	D38P7200019
TO Type:	Fixed price deliverables
Period of Performance:	60 business days from Notice to Proceed.
MBE Goal:	10 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Saber Corporation has offices in Portland, Oregon (Harrison Square, 1800 SW 1st Ave., Suite 350, Portland, OR 97201); in Salem, Oregon (3995 Hagers Grove Rd SE, Salem, OR 97301); and a Project Office in Annapolis, Maryland (77 West Street, Annapolis, MD 21401). Saber operates and supports the MDVOTERS Voter Registration Operation Center (VROC) in Annapolis, Maryland, and a Continuity of Operations (COOP) backup data center in Cumberland, Maryland.
TO Pre-proposal Conference:	Suite 200, 151 West Street, Annapolis, MD 21401 1/11/2007 at 10:00 AM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific 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 price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the State Board of Elections' e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP D38P7200019. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP D38P7200019 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP D38P7200019 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

An overall MBE subcontract participation goal of 10% of the total TORFP dollar amount has been established for this procurement. A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits

its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.7 CONFLICT OF INTEREST

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

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

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Board of Elections' address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.9 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Voter Registration Division and Office of Information Technology of the Maryland State Board of Elections are issuing this TORFP to obtain independent auditing services: to conduct a Statement on Accounting Standards Number 70 information technology system audit (SAS 70 Audit) of MDVOTERS; to identify controls placed by Saber on MDVOTERS software application development and MDVOTERS system operation; to conduct tests when deemed necessary by the SAS 70 Contractor on the operating effectiveness of these software and operational controls; and, to provide a report only to SBE that includes) cost-effective, actionable recommendations on how to strengthen controls on the system. This is an information technology system audit, and not a financial audit of MDVOTERS.

This TORFP will result in a single award for a not to exceed amount of \$80,000.00 for the SAS 70 Audit. The award will be made to a company that SBE determines is able to provide the levels of service described in this solicitation for the contract period, based on the evaluation criteria detailed in Section 4.

2.1.2 REQUESTING AGENCY BACKGROUND

The Administrator of the State Board of Elections (SBE) is the chief election official for Maryland. The SBE Offices are located in Annapolis, Maryland, and house 35 full time staff plus contractors. The 23 counties of Maryland and the City of Baltimore each have a local board of elections (LBE). SBE provides policy and direction in the conduct of statewide elections to the LBEs. In November 2006 there were 3,353,241 voters registered with an active or inactive status in the state.

2.1.3 PROJECT BACKGROUND

To comply with the Help America Vote Act of 2002 (HAVA), Linda H. Lamone, the State Administrator for Elections, initiated a formal systems project in January 2003 and tasked a project management team to implement a new voter registration system before January 1, 2006. In April 2005, SBE contracted with Saber Corporation to provide a single, centralized, statewide voter registration database (with redundancy and failover provisions) on a secure, fault-tolerant platform. The new system—called MDVOTERS—went live with all 24 LBEs in December 2005.

Under the MDVOTERS contract, Saber is tasked to provide: (1) project management; (2) a total system solution, involving hardware, application software, and data communications capability; (3) data conversion; (4) data system coordination with internal SBE systems and other agencies; (5) ongoing Voter Registration Operations Center (VROC) and Continuity of Operations (COOP) system operations, maintenance, and support; and (6) the transition of existing voter registration database systems of SBE and 24 local boards of elections (LBEs) into a single, centralized, statewide VRS.

MDVOTERS operates using a “GOCO” model: Government Owned (SBE) - Contractor Operated (Saber Corporation). The State Director of Voter Registration provides voter registration policy and program direction at SBE and advises the Local Boards. The MDVOTERS Project Manager, working closely with

the Saber Project Director, directs MDVOTERS project planning and development activity. The SBE Chief Information Officer provides information technology technical direction for system security, hardware, and network operations at SBE and supports the Local Boards technology needs.

Saber Corporation has offices in **Portland, Oregon** (Harrison Square, 1800 SW 1st Ave., Suite 350, Portland, OR 97201); in **Salem, Oregon** (3995 Hagers Grove Rd SE, Salem, OR 97301); and a Project Office in **Annapolis, Maryland** (77 West Street, Annapolis, MD 21401). Saber operates and supports the MDVOTERS Voter Registration Operation Center (VROC) in Annapolis, Maryland, and a Continuity of Operations (COOP) backup data center in Cumberland, Maryland.

The MDVOTERS system uses Saber Corporation's ELECTUS product, configured for Maryland. MDVOTERS employs a web-browser user interface and an Oracle 10i database. MDVOTERS is accessed real-time by authorized Elections Officials through a state-owned, closed, secure network.

Following the base period of the MDVOTERS contract that ends on December 31, 2006, SBE plans to exercise renewal contract options requiring Saber to provide ongoing applications maintenance; VROC and COOP operations management; network management; and maintenance support of the statewide VRS.

2.2 TECHNICAL REQUIREMENTS

SBE requires the SAS 70 Auditor: to conduct a Statement on Accounting Standards Number 70 information technology system audit (SAS 70 Audit) of MDVOTERS; to identify controls placed by Saber Corporation on MDVOTERS software application development and MDVOTERS system operation; to conduct tests when deemed necessary by the SAS 70 Auditor on the operating effectiveness of these software and operational controls; and, to provide a report of findings to SBE that includes (where necessary) cost-effective, actionable recommendations on how to strengthen controls on the system. This is an information technology system audit, and not a financial audit of MDVOTERS. **Neither the TO Contractor nor any subcontractors performing work under the agreement resulting from this TORFP shall be a provider of voter registration or voting systems solutions to governmental entities operating in the United States or its territories currently or within the past five years.**

2.2.1 PROJECT APPROACH

2.2.1.1 The SAS 70 audit is to be performed primarily at the Saber Corporation offices located in Portland, Oregon (Harrison Square, 1800 SW 1st Ave., Suite 350, Portland, OR 97201) and in Salem, Oregon (3995 Hagers Grove Rd SE, Salem, OR 97301). The audit may entail limited work at the Saber office in Annapolis, Maryland (77 West Street, Annapolis, MD 21401), the Voter Registration Operations Center (VROC) in Annapolis, and the Continuity of Operations (COOP) site in Cumberland, Maryland.

2.2.1.2 The SAS 70 audit must focus on work and processes that have been performed or are being performed by Saber specifically for SBE for MDVOTERS and not on work performed for other states or on other systems.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager five hard copies and one electronic copy compatible with Microsoft Office 2000 and Microsoft Project 2000.

The Preliminary Audit Report serves as a draft of the Final Audit Report, and is required at least two weeks in advance of the Final Audit Report. The Preliminary Audit Report must demonstrate due diligence in meeting the scope and requirements of the Final Audit Report. The Preliminary report may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9).

In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 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 not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and 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.

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

2.2.2.1 A written **SAS 70 Audit Plan** that includes:

2.2.2.1.1 A description (overview) of the TO Contractor’s approach to auditing the areas of: (1) documenting application software requirements; (2) preparing functional and technical specifications; (3) designing and developing MDVOTERS software; (4) conducting and documenting unit, integration, and regression testing; (5) documenting and following quality control and quality assurance processes; (6) identifying the controls placed by Saber Corporation on MDVOTERS software application development and MDVOTERS system operation; and, (7) testing the operating effectiveness of these software and operational controls. The TO Contractor shall produce an audit that will accurately document and report on the degree of compliance of Saber Corporation’s processes with the SAS 70 standard. Note—This audit shall not involve the financial records of the firm, but is an information technology systems audit of Saber processes and controls on MDVOTERS.

2.2.2.1.3 A timetable with dates for completion of the key activities and deliverables in the Audit.

2.2.2.1.4 The industry practices or standards against which the MDVOTERS Contractor (Saber) will be measured for Compliance.

2.2.2.1.5 A proposed Table of Contents for the Final Audit Report. The Final Audit Report must include:

(1) A two page Executive Summary of significant audit findings and recommendations, written in lay terms for reading by Board Members and Executive Staff.

(2) A full description of audit findings, tests conducted, graphics as applicable, and references to industry standards applied.

2.2.2.1.6 The Master Contractor’s method for managing (responding to) the audited firm’s (Saber’s) responses to audit findings and recommendations.

2.2.2.1.7 The SBE MDVOTERS Project Manager and SBE CIO will review the Audit Plan. Following TORFP award, the TO Contractor will deliver five printed copies and a CD version to SBE for review. When SBE accepts the Contractor’s Audit Plan, the TO Contractor shall conduct the **SAS 70 Audit** according to the accepted Plan.

2.2.2.2 Every two weeks the TO Contractor shall provide a written **Status Report** to the MDVOTERS Project Manager and CIO on the conduct of the audit. These Status Reports shall give the progress made to date, significant issues uncovered, and any administrative problems encountered in the conduct of the audit that may require SBE action.

2.2.2.3 No more than 45 business days from the Audit Plan Approval date (see 2.2.3), the TO Contractor shall provide a **SAS 70 Preliminary Audit Report** to the MDVOTERS Project Manager and CIO. The Contractor will deliver five printed copies and a CD version to SBE for review. The contents of the

Preliminary Audit Report shall include audit review of at least the following areas of Saber Corporation’s processes specifically used for MDVOTERS: (1) documentation of SBE requirements for application software changes; (2) preparation of functional and technical specifications for MDVOTERS software; (3) design and development of MDVOTERS software; (4) documentation of unit, integration, and regression testing for MDVOTERS software; (5) documentation of the quality control and quality assurance processes used for MDVOTERS; (6) identification of the controls placed by Saber Corporation on MDVOTERS software application development and MDVOTERS system operation; and, (7) tests deemed necessary by the SAS 70 Auditor of the operating effectiveness of Saber’s software and operational controls.

2.2.2.3.1 The TO Contractor shall schedule a **meeting to present the Preliminary Audit Report** to key SBE staff in Annapolis, Maryland. The purposes of the meeting will be to discuss the audit findings and to identify any inconsistencies or misunderstandings in the Preliminary Report (e.g., concerning procedures or controls in place) before preparation of the Final Audit Report. SBE may (at SBE’s sole discretion) invite Saber representatives or staff from other State agencies to attend this meeting.

2.2.2.4 Upon acceptance of the Preliminary Audit Report by SBE, and no more than 60 business days from the Notice to Proceed, the TO Contractor shall provide a written **SAS 70 Final Audit Report** that incorporates any corrections needed to the SBE Contract Manager and Technical Project Manager. The Contractor will deliver five printed copies and a CD version to SBE for review. The Audit Report shall address at least the following areas of Saber Corporation’s processes for MDVOTERS: (1) documentation of SBE requirements for application software changes; (2) preparation of functional and technical specifications for MDVOTERS software; (3) design and development of MDVOTERS software; (4) documentation of unit, integration, and regression testing for MDVOTERS software; (5) documentation of the quality control and quality assurance processes used for MDVOTERS; (6) identification of the controls placed by Saber Corporation on MDVOTERS software application development and MDVOTERS system operation; and, (7) tests deemed necessary by the SAS 70 Auditor of the operating effectiveness of Saber’s software and operational controls; and, (8) includes (where necessary) cost-effective, actionable Recommendations on how to strengthen controls on the system.

2.2.2.4.1 The TO Contractor’s CEO and Senior Officer under whose direction the SAS 70 information technology system audit has been conducted shall sign the Final Audit Report. These Officers shall certify in writing that the audit has been prepared in accordance with SAS 70 requirements.

2.2.2.4.2 If requested by SBE, the TO Contractor shall schedule a meeting to present the Final Audit Report to key SBE staff in Annapolis, Maryland. The purposes of the meeting will be to discuss the audit findings and recommendations (if any). SBE may (at SBE’s sole discretion) invite Saber representatives or staff from other State agencies to attend this meeting.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

The Deliverables under this Contract are:

TORFP	Deliverables for 2.2.3	Expected Completion:
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Section ID		
2.2.2.1	Deliverable A. SAS 70 Audit Plan. The TO Contractor, shall provide to the Contract Manager and Technical Project Manager a written SAS 70 Audit Plan within 5 business days of the Notice to Proceed. The Plan shall include the items listed in paragraph 2.2.2.1.	NTP + 5 Business Days
2.2.2.2	Deliverable B. Status reports. The TO Contractor shall provide a Status Report to the Contract Manager on the conduct of the audit every two weeks. The Report shall present progress made to date, significant issues uncovered, and any problems encountered in the conduct of the audit that may require SBE action.	Every 14 Business Days after NTP
2.2.2.3	Deliverable C. SAS 70 Preliminary Audit Report. No more than 45 business days from the Notice to Proceed, the Contractor shall provide a written SAS 70 Preliminary Audit Report that shall be presented to SBE and SBE-identified Saber representatives for discussion prior to release of the final report.	NTP + 45 Business Days
2.2.2.3.1	Deliverable D. The TO Contractor shall schedule a meeting to present the Preliminary Audit Report to key SBE staff in Annapolis, Maryland.	NTP + 45 Business Days
2.2.2.4	Deliverable E. SAS 70 Final Audit Report. No more than 60 business days from the Notice to Proceed, the TO Contractor shall provide a written SAS 70 Final Audit Report to the SBE Contract Manager and Technical Project Manager. The CEO and Senior Officer in the firm under whose direction the Audit has been conducted shall sign the Final Audit Report.	NTP + 60 Business Days

Deliverables shall be five printed documents in Microsoft Word format, accompanied by one client CD copy of the documents unless otherwise specified. All text shall have a minimum 12-pitch font.

Each Deliverable shall be securely mailed or hand delivered to the MDVOTERS Project Manager, John Clark or in his absence to the SBE Chief Information Officer, Michael Kortum, for receipt. All deliverables shall be marked “Attention: John Clark (or Michael Kortum) -- Confidential for SBE use only.” Unless specifically authorized in writing by the SBE CIO (Michael Kortum) or MDVOTERS Project Manager (John Clark), email shall not be used as a means of delivery of TO Deliverables.

The TO Contractor will memorialize such delivery in a Receipt of Deliverables Confirmation (see Attachment G), which sets forth the nature and condition of the deliverables, the medium of delivery, and the date of delivery. The SBE Contract Manager will countersign the Receipt of Deliverables Confirmation to indicate receipt.

Following receipt of a deliverable the SBE Contract Manager (CM) will begin SBE review. Upon completion of review, the CM will issue an Acceptance of Deliverables document (see Attachment H) that provides notice of acceptance or rejection of the deliverable.

The CM will notify the Contractor in writing of acceptance, corrections needed, or rejection within fifteen (15) business days after receipt. Electronic notification (e-mail) is considered to constitute written notification.

In the event the SBE rejects a Deliverable provided by the Contractor, the SBE may, in its sole discretion, require the Contractor to correct the deficiencies and resubmit the corrected Deliverable with five (5) business days of Contractor's having received notice.

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy. As part of this requirement, whenever connected to SBE's LAN/WAN the Contractor shall use only State computer and network equipment. No Contractor equipment may be connected to SBE's LAN/WAN.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor and proposed staff must document a professional level of expertise in conducting SAS 70 Audits on Information Technology Systems used in large organizations with a minimum of 1 million customers. Staff is required to submit evidence of qualification such as CISA (Certified Information System Auditor). This SAS 70 Audit of MDVOTERS is not a financial audit of a corporation or a financial system, but an audit of an information technology system used for statewide voter registration purposes.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high

quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

2.4.1 Experience and Capability of conducting Statement on Accounting Standards Number 70 audits (SAS 70 Audits) of companies providing information technology systems.

2.4.2 Experience and Capability of testing--and reporting on the effectiveness of--the controls placed in operation by companies providing information technology systems (software and operational).

2.4.3 Experience and Capability of providing cost-effective, actionable recommendations on the findings of the SAS 70 Audit of the Maryland statewide voter registration system (MDVOTERS).

2.4.4 Master Contractor is required to submit evidence of qualification such as CISA (Certified Information System Auditor) for proposed staff.

2.5 RETAINAGE

Five percent of each deliverable invoiced amount will be retained until final acceptance of the final deliverable under this TORFP.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) The invoice shall identify the State Board of Elections as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the State Board of Elections at the following address: ATTN: Robyn Terry, SBE, Suite 200, 151 West Street Annapolis, MD 21401.

C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have

been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 business days from the TO Agreement termination date.

2.6.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DBED. DBED will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.7 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted three (3) business days prior to the meeting to the TO Manager and shall contain, at a minimum, the following information:

TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.

Work accomplished during the two-week period.

Deliverable progress, stated as a percentage of 100% completion of the deliverable.

Problem areas - include scope creep or deviation from the work plan.

Planned activities for the next reporting period.

Time schedule for deliverables updated from the original to show actual progress; as applicable, give explanations for variances and Contractor's plan for completion on schedule.

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 and paid-to-date.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Master Contractors Response (submit electronically from CATS web site)

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A. Proposed Services – Work Plan

Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2. Master Contractor shall provide as part of its proposal a written **SAS 70 Audit Plan** that includes:

3.2.1.A.1. A description (overview) of the Offeror’s planned approach to auditing the areas of: (1) documenting application software requirements; (2) preparing functional and technical specifications; (3) designing and developing MDVOTERS software; (4) conducting and documenting unit, integration, and regression testing; (5) documenting and following quality control and quality assurance processes; (6) identifying the controls placed by Saber Corporation on MDVOTERS software application development and MDVOTERS system operation; and, (7) testing the operating effectiveness of these software and operational controls.

3.2.1.A.2. Offerors must present a formal, structured approach to the audit that will provide accurate documentation and reporting of the degree of compliance of Saber Corporation’s processes with the SAS 70 standard. Note—This audit shall not involve the financial records of the firm, but is an information technology systems audit of Saber processes and controls on MDVOTERS.

3.2.1.A.3. A timetable with dates for completion of the key activities and deliverables in the Audit.

3.2.1.A.4. The industry practices or standards against which the MDVOTERS Contractor will be measured for Compliance.

3.2.1.A.5. A proposed Table of Contents for the Final Audit Report. The Final Audit Report must include:

- (1) A two page Executive Summary of significant audit findings and recommendations, written in lay terms for reading by Board Members and Executive Staff.

(2) A full description of audit findings, tests conducted, graphics as applicable, and references to industry standards applied.

3.2.1.A.6. The Master Contractor's method for managing (responding to) an audited firm's responses to audit findings and recommendations.

3.2.1.A.7 The SBE MDVOTERS Project Manager and CIO will review the Audit Plan. Following TORFP award, the TO Contractor will deliver five printed copies and a CD version to SBE for review. When SBE accepts the Contractor's Audit Plan, the TO Contractor shall conduct the **SAS 70 Audit** according to the accepted Plan.

- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments and their applicable industry certifications, e.g., Certified Information Systems Auditor, as they relate to the requirements of this TORFP. Each resume will detail the level of education and work history directly related to performing SAS 70 type audits of information technology. Identify the SAS 70 engagements completed by the individuals in the past five years, and a name and phone number of a contact person at the audited organization.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.8. The Contractor shall assign sufficient numbers of Certified Information Systems Auditors and Certified Information Systems Security Auditors, and any other industry Certified specialists considered necessary by the Contractor to conduct a thorough SAS 70 audit of the MDVOTERS Contractor (Saber Corporation).

- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed within the past five years that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - A) The State contracting entity,
 - B) A brief description of the services/goods provided,
 - C) The dollar value of the contract,
 - D) The term of the contract,
 - E) Whether the contract was terminated prior to the specified original contract termination date,
 - F) Whether any available renewal option was not exercised,
 - G) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based; and,
- B) Attachment 1 – A completed and assigned Financial Proposal using Attachment 1 as presented in this TORFP, and including the reference paragraph #, Deliverable identification letter (A, B, C, etc.) of each deliverable under the TORFP; Title of the deliverable; proposed price for each deliverable in whole \$US, and the Total proposed price for the SAS 70 Audit Contract in whole \$US.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- Evaluated Resumes. (See Section 2.3.7 and 2.3.8 of this TORFP) Resumes will be provided for the persons proposed to perform the audit work and for the persons proposed to prepare the audit reports.
- Technical Response to TORFP Requirements. Master Contractor response to Section 2 of this TORFP that illustrates a comprehensive understanding of work requirements, to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those that demonstrate understanding of the work requirement and a plan to meet or exceed it.
- References. (See Section 3.2.1 E) 1).
- Master Contractor Experience and Capabilities. (See Section 3.2.1 E)

4.3 SELECTION PROCEDURES

TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – SAMPLE PRICE PROPOSAL

Sample Price Proposal for CATS TORFP D38P7200019

Paragraph Reference Identification # of Deliverable	Title of Deliverable	Proposed Price in \$US (Whole \$ only, e.g., \$XX.00)
2.2.2.1	Deliverable A. SAS 70 Audit Plan. The Offeror selected as Contractor, shall provide to the Contract Manager and Technical Project Manager a written SAS 70 Audit Plan within 5 business days of the Notice to Proceed. The Plan shall include the items listed in paragraph 2.2.2.1.	\$
2.2.2.2	Deliverable B. Status reports. The Contractor shall provide a Status Report to the Contract Manager on the conduct of the audit every two weeks. The Report shall present progress made to date, significant issues uncovered, and any problems encountered in the conduct of the audit that may require SBE action.	\$
2.2.2.3	Deliverable C. SAS 70 Preliminary Audit Report. No more than 45 business days from the Notice to Proceed, the Contractor shall provide a written SAS 70 Preliminary Audit Report that shall be presented to SBE and SBE-identified Saber representatives for discussion prior to release of the final report.	\$
2.2.2.3.1	Deliverable D. The Contractor shall schedule a meeting to present the Preliminary Audit Report to key SBE staff in Annapolis, Maryland.	\$
2.2.2.4	Deliverable E. SAS 70 Final Audit Report. No more than 60 business days from the Notice to Proceed, the Contractor shall provide a written SAS 70 Final Audit Report to the SBE Contract Manager and Technical Project Manager. The CEO and Senior Officer in the firm under whose direction the Audit has been conducted shall sign the Final Audit Report.	\$
	Total Proposed Fixed Price	\$ X,XXX.XX

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP D38P7200019

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. D38P7200019, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the TORFP, sub-goals of N/A percent for MBEs classified as African American-owned and N/A percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number D38P7200019	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP D38P7200019, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP D38P7200019, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP D38P7200019 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

Return one copy of this form to the following address:

(TO MANAGER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP D38P7200019 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

MBE Subcontractor Name: _____

MDOT Certification #: _____

Contact Person: _____

Address: _____

City: _____	State: _____	ZIP: _____
-------------	--------------	------------

Phone: _____	FAX: _____
--------------	------------

Subcontractor Services Provided: _____

<p>List all payments received from Prime TO Contractor during reporting period indicated above.</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Total Dollars Paid: \$ _____</p>	<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Total Dollars Unpaid: \$ _____</p>
---	--

Prime TO Contractor: _____	Contact Person: _____
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Return one copy of this form to the following address:

Michael Kortum Chief Information Officer State Board of Elections Suite 200 151 West Street Annapolis, MD 21401	John Clark MDVOTERS Project Manager State Board of Elections Suite 200 151 West Street Annapolis, MD 21401
--	---

Signature: _____ Date: _____

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# D38P7200019 PO Number OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # D38P7200019 PO.
 - b. “CATS TORFP” means the Task Order Request for Proposals # D38P7200019 PO, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

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

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. 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: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

From downtown Annapolis, proceed out West Street to 151 West Street. Park in the lot on Colonial Avenue. Additional parking may be found in the Loew's Hotel parking lot also on West Street. At 151 West Street, proceed to the second floor and enter the State Board of Elections office. Sign in at the desk.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement #D38P7200019 PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #D38P7200019 PO

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

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

To:

The following deliverable, as required by TO Agreement #D38P7200019 PO, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #D38P7200019 PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland (“the State”), acting by and through its TO Requesting Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. D38P7200019 PO dated release date for TORFP, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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