



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**ELECTION MANAGEMENT SYSTEM SUPPORT**

**CATS TORFP PROJECT**

# D38P7200020

**STATE BOARD OF ELECTIONS**

**ISSUE DATE: FEBRUARY 6, 2007**

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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 RFP 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.

<b>TORFP Title:</b>	Election Management System Support (EMS)
<b>Functional Area:</b>	Functional Area # 5 Software Engineering
<b>TORFP Issue Date:</b>	February 6, 2007
<b>Closing Date and Time:</b>	02/28/2007 at 05:00 PM
<b>TORFP Issuing Agency:</b>	State Board of Elections (SBE)
<b>Send Questions and Proposals to:</b>	Karen Simpson Suite 200, 151 West Street Annapolis, Maryland 21401 <a href="mailto:ksimpson@elections.state.md.us">ksimpson@elections.state.md.us</a>
<b>TO Procurement Officer:</b>	<b>Joseph Torre</b> Office Phone Number: 410-269-2847 Office FAX Number: 410-974-2019
<b>TO Manager:</b>	<b>Michael Kortum</b> Office Phone Number: 410-269-2876 Office FAX Number: 410-974-2019
<b>TO Project Number:</b>	ADPICS PO # <b>D38P7200020</b>
<b>TO Type:</b>	<b>Fixed price - Service Contract</b>
<b>Period of Performance:</b>	3/01/2007 to 5/01/2009 w/ 1option year
<b>MBE Goal:</b>	30 % percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland State Board of Elections Suite 200, 151 West Street Annapolis, Maryland 21401
<b>TO Pre-proposal Conference:</b>	Maryland State Board of Elections Suite 200, 151 West Street Annapolis, Maryland 21401 02/16/ 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 SBE 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 # D38P7200020. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # D38P7200020 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # D38P7200020 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)

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 MARYLAND MARKETPLACE 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 eMaryland Marketplace. 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 eMaryland Marketplace web site at [www.eMarylandMarketplace.com](http://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 **151 West Street, Annapolis, Maryland 21401**. 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 per year TO Agreement amount established.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND BACKGROUND

#### PURPOSE

The **State Board of Election (SBE)** is issuing this CATS TORFP to obtain high quality software engineering including software enhancements and modifications, trouble shooting and proactive system maintenance for SBE's **EMS** software.

SBE EMS is in the *Operations and Maintenance Phase* of the *System Development Life Cycle (SDLC)*. EMS requires continued planning and upgrading to improve operability and retain compatibility with newer operating systems.

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

In this scope of work, EMS refers to SBE's over-arching Election Management System's three EMS coordinating systems:

1. Candidate Registration and Campaign Finance System (ELECTrack Agency System);
2. Campaign Finance Electronic Filing System (EFS); and
3. Pre and Post Election Management System (Ballot System).

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

This SBE EMS TORFP requires three (3) software engineering service support tasks or service areas for each EMS coordinating system:

1. System Enhancement and Modification (70%)
2. Trouble Call Response (20%)
3. Proactive Maintenance Support (10 %)

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

This TORFP will result in a two (2) year service contract with one (1) optional year for SBE's Election Management System (EMS). The award will be made to the TO CONTRACTOR that best meets the expertise qualifications and project specification within cost.

## BACKGROUND

### REQUESTING AGENCY BACKGROUND

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

The mission of the State Board is to provide all eligible citizens of the State convenient access to voter registration; to provide all registered voters accessible locations in which they may exercise their right to vote, to ensure uniformity of election practices; to promote fair and equitable elections; and to maintain registration records, campaign fund reports, and other election-related data accurately and in a form that is accessible to the public.

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

### PROJECT BACKGROUND

In November 1999, Maryland law began to require that the campaign accounts file campaign fund reports in an electronic storage format. The Election Management System Support (EMS) was designed to meet the growing needs of the Candidacy and Campaign Finance Division.

The State Board of Elections developed the current EMS in 1999. The system was created from the agency's legacy systems that supported ballot development, candidate information, and campaign account management. The 1999 development was necessitated by the need to meet Y2K compliance standards and integrate new electronic campaign finance filing requirements into the system. In addition to EMS, electronic filing software for use by Maryland campaign committees was developed and deployed. A copy of the filing software can be downloaded free from SBE's website [www.elections.state.md.us](http://www.elections.state.md.us)

The Maryland SBE supports the electronic filing and public disclosure of campaign finance reports filed by all campaign committees; implements election parameters; designs ballot content and arrangement; and collects and reports election results from all 24 local election board offices. As of November 2006 there were 6,467 active and inactive campaign finance accounts managed by the Election Management System (EMS).

### 2.2 PROJECT APPROACH

SBE EMS is in the *Operations and Maintenance Phase* of the *System Development Life Cycle* (SDLC) that requires continued planning and upgrading the system to improve operability and retain compatibility with newer operating systems.

Computer Sciences Corporation (CSC) currently supports SBE EMS. The contract with CSC ends **March 31, 2007**. SBE intends to award a new contract to the TO CONTRACTOR that best meets the expertise qualifications and project specification within cost before **February 28, 2007**. The new contract would begin on **March 7, 2007** to provide a 30-day transition period.

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

<b>County</b>	<b>Location</b>	<b>County</b>	<b>Location</b>
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	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		

## **EMS COORDINATING SYSTEM DESCRIPTIONS**

### **ELECTrack AGENCY SYSTEM**

The ELECTrack Agency component of EMS, tracks organized committees and candidates filing for office. ELECTrack Agency contains the following modules:

1. Candidate Entry – This module records candidate information, creates candidate lists, and links candidates to campaign accounts, based on information entered by SBE.
2. Account Entry – This module records campaign committee information, based on a mandatory Statement of Organization filed with SBE. Information includes the type of committee and names of committee officers.

3. Reporting – This module compiles reporting information for each campaign account, based on the required filing of Campaign Finance Reports. Account information includes report due dates, filing status, late fees, and notices sent to committee officers announcing upcoming reports. This module also provides the supporting database for the campaign finance information received electronically in EFS, and supports public disclosure through hard-copy and electronic reports and through the SBE Web site.
4. State EFS – This module is responsible for recording Campaign Finance Reports submitted on paper. Campaign accounts with limited financial activity are exempt from electronic filing.

### **ELECTrack EFS**

SBE provides free copies of the ELECTrack EFS component to approximately 1,500 candidates, political action, party central, or ballot issue campaign committees for the electronic filing of Campaign Finance Reports. EFS accomplishes automatic calculation of Campaign Finance Reports; produces non-compliance warnings; tracks aggregate contribution amounts for each contributor; creates contribution receipts, reports, letters and labels; and provides on-line help. EFS data is reported to SBE on diskette or electronically via the Internet.

### **BALLOT SYSTEM**

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

1. Administration
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 GEMS, official listings, and legal verification of the certified ballot.
5. Post Election – This module collects and reports voter turnout, election results, and official documents certifying those results. Election results, as part of this module, are uploaded from county GEMS servers through a custom interface and provided to the public through various reports and the SBE Web site.

### **SECURITY / TECHNICAL SERVICE REQUIREMENTS**

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

EMS is built to support many different aspects of the election process. SBE servers are configured to run

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

## **TECHNOLOGY**

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

## **SECURITY**

Security for system/application use as well as development must meet or exceed the standards identified by the Department of Budget and Management (DBM), Information Systems Policies and Standards (ISPS) as well as any other specifically identified SBE security policies.

Access and Security solutions and changes support end users while maintaining state standards. Although much of the information is made available to the public the system must ensure the confidentiality of key information and allow access only to authorized individuals. Further limits to system and development data be maintained by user privileges.

Contractors shall comply with and adhere to the State IT Security Policy and Standards where applicable to the TOs. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.

## **IT SECURITY**

Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

The Contractor shall fill out any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the TOM.

## PHYSICAL SECURITY

Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

Security Clearance (**May be required by some State Agencies and will be identified as a requirement per TO**):

A. The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under a TOA. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location covered by the TOA. A CJIS Federal background check is necessary for each employee assigned to work on the TOA and shall be completed within four (4) months of TOA award.

B. The Contractor shall provide certification to the agency that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employees assigned to this TOA have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.

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

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

D. An employee of the Contractor who has 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 pursuant to this Contract; an employee of the Contractor who has 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.

E. An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.

On-site Security requirement(s) (**Required by some State Agencies and will be identified as a requirement per TO**): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the

purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.

- B. Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an 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 Contractor's 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 Contractor's 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 Contractor personnel.

At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

## **SERVICE REQUIREMENTS**

The SBE EMS TORFP requires on and off-site support, management, and maintenance of EMS. SBE will not provide office space for TO CONTRACTOR.

The TO Contractor *must* provide modifications and enhancements of EMS within established deadlines (2.3.1) to:

- Support changes in election process requirements.
- Support State and federal law changes. Corresponding changes addressed by maintenance as well as enhancements will be required to EMS. Maryland has a 90-day legislative session.

The TO CONTRACTOR will assist SBE in determining the legislative impact of new Election Laws on EMS in relation to financial cost during Maryland's Legislative session. This will enable SBE to provide legislators and legislative committees with informed written and oral testimony in support or against legislations and possible modification. The legislators drafting new laws have a vested interest in upgrades to EMS that will increase convenience, improve stability, compatibility, and become easier to use with new software development. In working toward continued enhancements, interfacing the existing systems and applications are a primary concern.

Convenience- System must permit easy import/export of information from/to a wide variety of other applications, such as desktop applications (Microsoft Office suite); World Wide Web; Adobe Acrobat, electronic mail system; other DBMS systems; data warehouses; and executive information systems.

- **Stability-** Software must be technically stable, mature and 85% bug-free. Maintainability of the software must be demonstrated. The documents available (on-line and paper) must be usable by non-technical users.
- **Compatibility-** In keeping with SBE's mission to provide public access to election data, EMS must support changes in reporting requirements to include hard-copy documents, electronic databases, and Web access to EMS data.

### **2.3 TO CONTRACTOR TASKS / DELIVERABLES**

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

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 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:

- 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.

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.

### **TORFP SPECIFIC SERVICE TASKS / DELIVERABLES**

Specific Service Tasks and Deliverables must be written in compliance with the SERVICE REQUIREMENTS outlined on page 10 in 2.2 PROJECT APPROACH section. SBE EMS TORFP has three (3) major Software Engineering service support areas:

- 1. System Enhancement and Modification (70%)
- 2. Trouble Call Response (20%)
- 3. Proactive Maintenance Support (10 %)

The CONTRACTOR PROPOSALS must specify deliverable task identified in Section 2.3.1 for each support area for all three (3) major interactive data storage and retrieval of tasks the EMS coordinating system provides to the State Board of Elections; which are:

- 1. Candidate Registration and Campaign Finance System (ELECTrack);
- 2. Campaign Finance Electronic Filing System (EFS); and
- 3. Ballot System.

EMS interfaces with the Voter Registration System (Electus) and the voting equipment through Global Election Management System (GEMS).

The Contractor shall provide on-call support capability during normal business hours 8:00 AM to 5:00 PM, Monday through Friday, with the exception of holidays observed by SBE, and during extended business hours as necessary during Maryland election cycles. On-call support will be required for extended hours during times of "Peak Operations". These periods exist on several occasions leading up to and during an election. The on-call hours for these periods must match the extended hours of the SBE staff (TBD). The staff must consist of trained technician/engineers capable of responding to problems associated with all facets of the EMS applications including associated system interfaces. Responses may be required on location or via telephone and E-mail.

The TO CONTRACTOR is expected to complete tasks within the three (3) major Software Engineering service support areas during normal business hours 8:00 AM to 5:00 PM, Monday through Friday, with the exception of holidays observed by SBE, and during the “Peak Periods” noted above.

The Contractor shall develop a Proactive Maintenance, Enhancement, and Support Plan identifying and prioritizing the work for both the proactive maintenance processes, the approved system enhancements, and the support needed for preparation, testing and execution of the election events. The Proactive Maintenance and Enhancement Plan will include an approach narrative, priority listing of actions, and a detailed timeline for taking action. This plan will be delivered in both hard copy and electronically via e-mail to the Agency Project Manager and the DBM OIT PMO for review and comment. The Contractor shall incorporate the comments within 5 days and deliver a final document to the Agency Project Manager. The Contractor shall update the Plan as needed afterward.

### **2.3.1 SYSTEM ENHANCEMENT AND MODIFICATION**

The goal of this task area is to develop, test, and implement system enhancements and modifications requested by SBE. Many of these modifications will be the result of changes in State or Federal election law.

As part of its interface development and testing requirement, the Contractor may be tasked to participate in interface discussions, develop plans for and participate in multi-system testing to ensure coordination with all the various systems that support SBE. Providing knowledge transfer and supporting the implementation of other SBE support systems that interface or interact with EMS are an appropriate part of this task.

The initial SYSTEM ENHANCEMENT AND MODIFICATION plan must include the following deliverables:

Deliverable Task	EMS coordinating system	Description	Time Frame
Archiving Information for Future Analysis	EMS	All ballot, campaign finance and candidate information needs to be archived for future analysis. The information must be easily accessible from the system.	5 mo. analysis 1 year access
User Interface and Design	EMS	Ability to change screen size and popup window size Create pop-up screens, warnings and automatic notifications Ability to create and retrieve unique reports tailored for user Create Override capabilities	6 months
Improved Support for Generation of Letters	ELECTrack Agency System	ELECTrack Agency System needs to generate form and ad-hoc letters addressed to the committee on letterhead in Word format. The system needs to be integrated with Microsoft applications.	2 months
Campaign Finance Reporting Changes	ELECTrack Agency System	The system needs to adapt to the current legal requirements of reporting. Committee design the year in which the committee will be participating and accordingly filing reports. ELECTrack needs to notify the correct committees and have the ability to add and subtract reporting requirements. It should include reports that show which account have not paid their fees and lists of those that owe reports and have not yet filed. Additionally, it needs to track amended reports required as the result of audits.	3 months
ELECTrack Updates	ELECTrack Agency System	Need the ability to look up individual contributors, by name, amount and election cycle. It should automatically generate letters to overcontributors. All features of ELECTrack must be integrated under one entry- i.e. filing status, form facsimiles, problem tracking, late fees, report entries. All information must be printable and viewable on the whole screen Electronic communications with the Treasurers and Chairman- notices for upcoming reports Late fee installment plans and processing bounce check fees Not select a report date but able to import campaign finance report.	3 months

Deliverable Task	EMS coordinating system	Description	Time Frame
Retaining Original & Amended Financial Reports	ELECTrack Agency System	Currently E-Track does not keep any records on amended reports. Initial design documents have been prepared and approved for a new process that would keep both the actual data and the change documents that are sent from EFS. Similar documents will need to be produced for hard-copy entry amendments and for flat-file imports that are amended reports. The date when an amendment is filed must be recorded and show the differences between the reports. Additionally, SBE requires amendment to be produced by the committee. A tracking system must be established to review the amendments and verify compliance.	6 months
Formalize Processes for Non-federal Out-of-state Committees	ELECTrack Agency System	ELECTrack needs to track expenditures by out-of-state non-federal committees. The system needs to ensure the committees stay within the transfer limits.	6 months
E-Track Help File Creation	ELECTrack Agency System	TO CONTRACTOR must develop a User Manual for both the Agency system and EFS. It is the task of the vendor to produce a working rough draft of the User Manual within 6-8 months of receiving of the contract. The Agency manual needs to be updated yearly or with any major software change. Additionally, the EFS manual will be updated every two years or with any major structural changes.	6-8 months

Deliverable Task	EMS coordinating system	Description	Time Frame
<p>Adding Data to the SBE website and/or UMBC Interface</p>	<p>ELECTrack Agency System</p>	<p>ELECTrack data must interface with two websites and servers. Additionally, the ELECTrack data must automatically update the SBE/Campaign Finance page. There are three points of entry into the database:</p> <p>People: The database must include a search engine using a candidate's name or a campaign account officer's name (treasurer or chairman). Therefore by locating an individual you may find out what offices a candidate may have filled for or what account this individual is associated with.</p> <p>Accounts: Candidates running for state offices in Maryland are required to have a campaign account. You can locate an account by name or by ID if you're the treasurer or chairman of an account. Account information includes reports filed by the account, next report due dates and a list of its members.</p> <p>Elections: Elections for which data is available are shown by year and provide an overview of the data available per election. Available data includes results, voter turnout, candidate lists and race by race campaign finance summaries</p>	<p>1 year</p>

Deliverable Task	EMS coordinating system	Description	Time Frame
EFS Updates	EFS Electronic Filing System	<p>EFS needs to allow for contributors from foreign lands.</p> <p>Must use a SBE approved time stamping date of submitted reports.</p> <p>Need to reprint transmittal sheets for previously sent reports</p> <p>Summary page needs more bank account lines</p> <p>Removal of the candidate signature line on the transmittal sheet</p> <p>Separate Administrative contributions and expenditures on the Summary Sheet</p> <p>Need to have the ability to record the dates of exported Amended reports</p> <p>Needs to recognize slate members for transfer purposes</p> <p>Eliminate all entry of acct numbers after acct initialization and have the ability to change the acct number</p> <p>Aggregate amounts must recalculate with the deletion of an entry</p> <p>Develop fatal errors for inputting data outside of the reporting period—EFS should automatically assign the data to correct report. The user should not select a report but just enter in the data.</p>	2 months
Moving from FTP to SFTP	EFS Electronic Filing System	<p>As a security measure, moving to Secure FTP has been recommended. This would require changes both to the receiving processes and to EFS.</p>	5 months
Electronic Signatures for EFS Submissions	EFS Electronic Filing System	<p>The system needs to be able to allow for electronic signatures. A security feature needs to be developed to prevent false filing. Implementation will require changes to EFS and to E-Track, as well as the addition of the actual signature mechanism.</p>	18 months

Deliverable Task	EMS coordinating system	Description	Time Frame
Importing and Exporting files to and from the GEMS system	Ballot System	The system must import and export relevant information, i.e. candidate name, office sought, election results, etc to and from the GEMS or appropriate Maryland voting system.	Loading- June 2007 Results-August 2007
Formalize Turnout Interface	Ballot System	The system needs to further develop interface with MDVoters to allow system to produce reports on voter turnout.	9 months
Add Precinct Parts for Districts	Ballot System	The system needs to adapt to the changes in the law. Precincts may be added, subtracted and attached to different offices.	7 months
Print Quantities for Ballots	Ballot System	The SBE needs to provide assistance to the counties in determining ballot quantities. Information about voter registration, turnout, and styles needs to be combined into a formula to predict the number of voters in an upcoming election.	12 months
Election Result Canvassing and Certification Altering / Enhancement	Ballot System	The system needs to produce certificates of nomination and election after certification of the election canvass is completed. The system also needs to produce legal proclamations and other certifications. The systems needs further development and enhancements and must interface with other components with the total election management system, i.e. MDVoters, and EMS.	1 year and 2 months
Automating Prince George's County School Board Election Method	Ballot System	Unlike all other offices, the criteria for the primary and for the general are different. In effect this set of elections acts as if it were two different offices, one running districted and one at large. For the past election, this was a manual process of changing some tables between the primary and the general. The change needs to be automated.	10 months
System Enlargement allowing access to previous election data	Ballot System	The system needs to expand to allow the user access to election data from previous contests. <i>It is of critical import to allow for both Primary and General election data at the same time.</i>	1 year 5 months
Enhancement of Write-In Vote Recording	Ballot System	The system needs enhancements for improved interfacing with election results and running other programs.	9 months

### **2.3.2 TROUBLE CALL RESPONSE**

The goal of this task area is to diagnose and resolve common problems for all EMS operations. SBE may ask the contractor to dedicate resources to the resolution of a particular problem, or may request that the problem be included in a priority list of issues to be resolved. The contractor will review problems with SBE to ensure that they are appropriately addressed in sequence with other actions.

The TO CONTRACTOR shall:

- ✓ Report and track (via existing SBE, Incident Reporting, SBE Doc F) all TROUBLE CALL RESPONSE requests either developed by themselves or received from users.
- ✓ Provide an initial reply/evaluation within 4 to 24 hours during normal working days and within 1 to 4 hours during “Peak Periods”.
- ✓ In conjunction with SBE determine priorities and level of effort to meet resolution.
- ✓ Trouble incidents to be resolved in specific releases will be approved by SBE, tested by the contractor independently from the actual application, tested with SBE and submitted to the PM for final approval and recording; and
- ✓ Cost for TROUBLE CALL RESPONSE requests must conform to fair labor standards for work. SBE will not be held liable for TO CONTRACTOR negligence, inability or inadequate preparation.

### **2.3.3 PROACTIVE MAINTENANCE SUPPORT**

This task area will provide proactive maintenance support for EMS operations, including but not limited to the following examples:

- ✓ Conduct system diagnostics, corrections/cleanups, interface tests, and general troubleshooting as indicated by the regular review of processing actions and problem reports
- ✓ Evaluate and fine-tune database operations
- ✓ Conduct Security audits
- ✓ Research, recommend, plan, and implement technology upgrades, as needed and/or requested by SBE.
- ✓ Install upgraded releases of operating and/or database systems
- ✓ Report upgrades to SBE
- ✓ Provide analysis and recommendations for interface and procedural changes to increase operational efficiency
- ✓ Provide on-site support during “Peak Periods” of special concern such as on election night, or during the final days of candidate filing

Proactive Maintenance also includes on-going database administration and support. Activities may include import and export operations; network usage analysis and enhancement; and database backup and recovery. The Contractor shall coordinate these efforts with SBE contractors providing hardware and operating systems maintenance for both EMS and the Voter Registration Systems (VRS) at SBE and in the local election board offices and when asked by SBE may assist these organizations with technical support.

## **DELIVERABLE/ DELIVERY SCHEDULE**

### **PERSONNEL**

The TO CONTRACTOR shall provide on-call support capability during normal business hours 8:00 AM to 5:00 PM, Monday through Friday, with the exception of holidays observed by SBE, and during extended business hours as necessary during Maryland election cycles. On-call support will be required for extended hours during times of "Peak Operations". These periods exist on several occasions leading up to and during an election. Any work beyond the given parameters requires prior approval from the TO Manager.

The TO CONTRACTOR shall submit weekly, monthly and quarterly progress reports to the AGENCY PROJECT MANAGER. The progress reports shall contain, as a minimum, the following information:

- a) Contemporaneous record of work accomplished during the reporting period
- b) Deliverable progress
- c) Problem areas
- d) Planned activities for the next reporting period
- e) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date, amounts paid-to-date, balance of funds remaining, and projections of future expenditures.

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

## DELIVERY SCHEDULE

### Notice to Proceed (NTP)

ID	Deliverables for 2.3	Expected Completion:
2.3.1	System Enhancement and Modification Plan (Draft)	NTP + 14 Calendar Days
2.3.1	System Enhancement and Modification Plan (Final)	NTP + 21 Calendar Days
2.3.2	Trouble Call Response Plan (Draft)	NTP + 14 Calendar Days
2.3.2	Trouble Call Response Plan (Final)	NTP + 21 Calendar Days
2.3.3	Proactive Maintenance Plan (Draft)	NTP + 14 Calendar Days
2.3.3	Proactive Maintenance Plan (Final)	NTP + 21 Calendar Days
2.3.1-3	System Enhancement and Modification, Trouble Call Response and Proactive Maintenance (Updated)	Annual – 30 Calendar Days
2.3	Test Management Plan (Draft)	NTP + 30 Calendar Days
2.3	Test Management Plan (Final)	NTP + 60 Calendar Days
2.3	EMS PROGRESS Reports – Section on Each Coordinating System	Weekly
2.3	EMS PROGRESS & COST Reports – Section on Each Coordinating System	Monthly
2.3	Issues/Risk Tracking Reports	Quarterly

## 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](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.4 CONTRACTOR EXPERTISE / MANDATORY QUALIFICATIONS**

### **EXPERTISE**

The TO CONTRACTOR and their staff must document a professional level of expertise working in the following areas:

- ✓ FINANCIAL SOFTWARE ENGINEERING
- ✓ INTERFACE DEVELOPMENT AND MODIFICATION
- ✓ Local, state or federal Election Management
- ✓ Legislative actions and the impact of law or regulation changes.
- ✓ Trouble/Help desk response
- ✓ Project Management (PMP)
- ✓ Technical expertise with Oracle, Visual Basic, Microsoft applications and tools, and network security and virus applications.
- ✓ WEB SUPPORTED PROCESSES - interfacing data from a server to a web based application.

In addition the TO CONTRACTOR must provide examples of proven expertise in effective overall contract and budget management to include: estimating software development costs, estimating, evaluating and tracking software projects and their quality attributes, software reengineering to tailored data systems and lastly, demonstrate the ability to be flexible and react quickly to ever changing user requirements.

### **CONTRACTOR KEY PERSONNEL**

The Contractor shall provide the key personnel identified below. Key personnel must be available when necessary to meet the requirements of the EMS Project. The Contractor may not assign key personnel to other Contractor projects in any way that results in a conflict in their ability to meet the requirements of the RFP. The Contractor shall provide those individuals accepted as key personnel throughout the Contract term, except as provided in Section 2.4. The labor categories the State recommends are listed in Sections 2.4; however, the Contractor shall employ other personnel as it sees fit to accomplish the requirements of the Contract.

### **KEY PERSONNEL QUALIFICATIONS**

- ✓ The Contractor shall certify that key personnel meet the qualifications identified in this RFP.
- ✓ Contractor key personnel may be approved by SBE for performance in multiple skill categories for which they are qualified, on a case-by-case basis.
- ✓ No Substitution of Education for Experience: For key personnel requiring a Bachelor's Degree, a Master's Degree or higher may not be substituted for the general and specialized experience required.
- ✓ Substitution of Experience for Education: If the Contractor proposes to substitute experience for the education required for a key staff member, the Contractor shall explain why the experience is a satisfactory substitute.

## **SUBSTITUTION OF KEY PERSONNEL**

Stability of key personnel is critical to project success. For this reason, the Contractor shall retain key personnel interviewed and accepted by SBE for a minimum period from the Notice to Proceed. All proposed substitutes for key personnel, for other than emergency situations (illness, death, emergency resignation, or emergency disciplinary termination), shall be submitted in writing at least 15 business days in advance of the substitution.

The Contractor shall permit SBE to interview and accept any proposed substitute for a key employee. The resume of any proposed substitute shall be signed by the substitute and by the Contractor's Project Manager, and the resume of the previous key employee shall be provided for comparison purposes.

The Contract Manager must agree to the substitution in writing before it becomes effective.

Any proposed substitute for a key employee shall have qualifications at least equal to those in Section 2.4. The burden of illustrating this comparison is the Contractor's.

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

## **MANDATORY QUALIFICATIONS**

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

### **SR. SOFTWARE ENGINEER / PROJECT DIRECTOR** (Serves as the central point of contact)

**Project Director Duties:** The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

**Sr. Software Engineer Duties:** Reviews and analyzes election law requirements and agency business rules to develop and modify system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Engineering, Business or other related technical discipline. Master's degree or project management certification is preferred.

**General Experience:** At least ten (10) years of experience in project management. Must have three (3) years of experience as a software engineer.

**Specialized Experience:** At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget. Demonstrated expertise with local, state or federal election management processes. At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DBMS.

### **SR. COMPUTER PROGRAMMER**

**Duties:** Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (8) years of programming experience in software development or maintenance.

**Specialized Experience:** At least five (5) years of experience in IT systems analysis and programming.

**Preferred Experience:** Demonstrated expertise with local, state or federal election management processes.

### **TECHNICAL WRITER/EDITOR**

**Duties:** Assists in collecting and organizing information for preparation of user manuals, materials, installation guides, proposals, and reports. Edits functional descriptions, system user manuals, special reports, or any other customer deliverables and documents. Conducts ensures the use of proper technical terminology. Translates technical information into clear, documents to be used by technical and non-technical personnel. For applications built to environment, uses the standard help compiler to prepare all on-line documentation. Assists financial and administrative functions. Must demonstrate the ability to work independently general direction.

**Education:** Associate's Degree in related field. A Bachelor's degree is preferred.

**General Experience:** A minimum of five (5) years of experience in this area.

**Specialized Experience:** At least two (2) years of experience in preparing and editing including technical documents. Also includes researching for applicable standards.

**Preferred Experience:** Demonstrated expertise with local, state or federal election management processes.

## **SOFTWARE INTEGRATION ANALYST**

**Duties:** Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (5) years of progressive working experience as a computer specialist or a computer systems analyst.

**Preferred Experience:** Demonstrated expertise with local, state or federal election management processes.

## **2.5 RETAINAGE**

Ten percent of each invoiced deliverable 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 2.3.

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 15<sup>th</sup> 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.

## 2.7 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: **Jessica Jordan, 151 West Street, Suite 200, P.O. Box 6486, Annapolis, Maryland 21401-0486.**
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## 2.8 REPORTING

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

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

## MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15<sup>th</sup> 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

## **2.9 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 or two possible responses: 1) a proposal and 2) a completed Master Contractors Feedback Form 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:

#### **3.1.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 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).
- 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 by labor category. The resume should highlight the proposed personnel’s applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8
- 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 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) Proposed Facility
- 1) Identify Master Contractor’s facilities, including address, from which any work will be performed.
- G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) 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.

**3.1.2 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;
- B) Attachment 1 & 1A- Completed Financial Proposal, including :
  - ✓ Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original and an *electronic* version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information for each task listed in Section 2.3 including the total cost for each task. The Price Proposal must include a total cost for all tasks.
  - ✓ All criteria included on the Proposal Price Form, e.g., the estimated quantity of various services, etc., are for price evaluation purposes.
  - ✓ All Prices must be clearly typed with dollars and cents, e.g., \$24.15.
  - ✓ All Unit Prices must be the actual price SBE will pay for the item and may not be contingent on any other factor or condition in any manner. For example, there will be no other charges to SBE (not on the price sheet) for overhead or profit.
  - ✓ All services offered to SBE by the Offeror at No Cost must be clearly indicated in the Unit and Extended Price spaces with "N/C".
  - ✗ Nothing may be entered on the Proposal Price Form that proposes conditions or contingencies on the prices offered.
  - ✓ Recording \$0.00 or any variation will be treated and considered as No Cost to SBE for that service.

It is imperative that the prices included on the Proposal Price Form be entered correctly and calculated accurately and that the total prices agree with the entries on the forms. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

## **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 ABILITY EVALUATION CRITERIA**

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

- ✓ EXPERTISE / EXPERIENCE OF PROPOSED PERSONNEL
- ✓ TECHNICAL SERVICE RESPONSE PLAN

### **4.3 SELECTION PROCEDURES**

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

### **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 –PRICE PROPOSAL**

**ELECTION MANAGEMENT SYSTEM SUPPORT CATS TORFP # D38P7200020**

**LABOR CATEGORIES**

Labor Categories	A Hourly Labor Rate			B Total Class Hours			C
	Year 1	Year 2	Option Year	Year 1 3/1/07-5/1/08	Year 2 5/1/08-5/1/09	Option Yr 5/1/09- 5/1/2010	Total Proposed CATS TORFP Price
Sr. Software Engineer / Project Director	\$	\$	\$	1000	850	800	\$
Sr. Computer Programmer	\$	\$	\$	2145	1980	1940	\$
Software Integration Analyst	\$	\$	\$	2145	1980	1940	\$
Technical Writer / Editor	\$	\$	\$	500	420	320	\$
							\$
<b>TOTAL FIXED PRICE</b>							\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. The hours are best estimate only for evaluative purposes; actual hours may vary.

The TO CONTRACTOR shall complete all Deliverables in SECTION 2.3 including all draft and final plans and reports.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS TORFP # D38P7200020**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime 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. D38P7200020, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 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.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

# 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 D38P7200020	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**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	

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 # D38P7200020, 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 No. D38P7200020, 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): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #D38P7200020 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:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
<b>Total Dollars Unpaid: \$</b> _____			

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

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

<b>Michael Kortum</b> Maryland State Board of Elections 151 West Street Suite 200 PO Box 6486 Annapolis, MD 21401 Phone: 410-269-2876 FAX Number: 410-974-2019 <a href="mailto:Mkortum@elections.state.md.us">Mkortum@elections.state.md.us</a>	<b>Joseph Torre</b> Maryland State Board of Elections 151 West Street Suite 200 PO Box 6486 Annapolis, MD 21401 Office: 410-269-2847 FAX: 410-974-2019 <a href="mailto:Jtorre@elections.state.md.us">Jtorre@elections.state.md.us</a>
--	--

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): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #D38P7200020 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

<b>Michael Kortum</b> Maryland State Board of Elections 151 West Street Suite 200 PO Box 6486 Annapolis, MD 21401 Phone: 410-269-2876 FAX Number: 410-974-2019 <a href="mailto:Mkortum@elections.state.md.us">Mkortum@elections.state.md.us</a>	<b>Joseph Torre</b> Maryland State Board of Elections 151 West Street Suite 200 PO Box 6486 Annapolis, MD 21401 Office: 410-269-2847 FAX: 410-974-2019 <a href="mailto:Jtorre@elections.state.md.us">Jtorre@elections.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# D38P7200020 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- State Board of Election (SBE), as identified in the CATS TORFP # D38P7200020.
  - b. “CATS TORFP” means the Task Order Request for Proposals # D38P7200020, 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)

## **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**

**BALTIMORE:**

I-895 or I-695 E towards Key Bridge/ Glen Burnie. Merge onto I-97 S. Continue I-97 S to US-301 N / US-50 ANNAPOLIS / BAY BRIDGE.

**WASHINGTON D.C:**

Merge onto DC-295 N (Crossing into MARYLAND). Merge onto US-50 E toward ANNAPOLIS / RICHMOND

**EASTERN SHORE:**

US-301 S toward BAY BRIDGE.

Take ROWE BLVD SOUTH exit- EXIT 24- toward ANNAPOLIS. Turn SLIGHT RIGHT onto CALVERT ST. Turn RIGHT onto WEST ST / MD-450.

End at 151 West St  
Annapolis, MD 21401-2851, US

**PARKING:** Colonial Avenue or Loew's Hotel Parking on West Street

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #D38P7200020

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Michael Kortum, TO Manager of SBE will serve as your contact person on this Task Order. Mr. Kortum can be reached at 410-269-2876 [mkortum@elections.state.md.us](mailto:mkortum@elections.state.md.us)

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

Sincerely,

Joseph Torre  
Task Order Procurement Officer

Enclosures (2)

cc: Michael Kortum, 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: **Election Management System Support (EMS)**

TO Agreement Number: #D38P7200020

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

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

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

Name of TO Manager: Michael Kortum, TO Manager

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

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

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

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

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

# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: **Maryland State Board of Elections**

TORFP Title: **Election Management System Support (EMS)**

TO Manager:

**Michael Kortum**

Maryland State Board of Elections

151 West Street Suite 200

PO Box 6486 Annapolis, MD 21401

Phone: 410-269-2876 FAX Number: 410-974-2019

[Mkortum@elections.state.md.us](mailto:Mkortum@elections.state.md.us)

**To:**

The following deliverable, as required by TO Agreement #D38P7200020, 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

## 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 #D38P7200020 for **Election Management System Support (EMS)**. 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 **Joseph Torre, State Board of Election Procurement Officer** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.8 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 **State Board of Elections** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **Election Management System Support (EMS) TORFP** No. D38P7200020 dated February 6, 2007, (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.

VERSION 2.0

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

**TO Contractor/TO Contractor’s Personnel:**

**STATE BOARD OF ELECTIONS:**

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

Joseph Torre, Procurement Officer

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.8 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

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