

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

VOTING SYSTEM PROJECT RESOURCES

CATS+ TORFP # D38B440009



State Board of Elections

Issue Date: December 11, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	Voting System Project Resources (VSPR) for the New Voting System Replacement (NVSR) Project
TO Project Number (TORFP #):	D38B4400009
Functional Area:	10 - IT Management Consulting Services
TORFP Issue Date:	12/11/2013
Questions Due Date and Time:	12/30/2013 at 2:00 PM Local Time in Annapolis MD
Closing Date and Time:	01/06/2014 at 2:00 PM Local Time in Annapolis MD
TORFP Requesting Agency:	Maryland State Board of Elections (SBE).
Send Questions and Proposals to:	Whitney Faust Whitney.Faust@Maryland.gov
TO Procurement Officer:	Whitney Faust Office Phone Number: 410-269-2863 Office Fax Number: 410-974-2019
TO Manager:	Keith Ross Office Phone Number: 410-269-2875 Office Fax Number: 410.974-2113 e-mail address: Keith.Ross@Maryland.gov
TO Type:	Time and Materials
Period of Performance:	March 1, 2014 through December 31, 2016 plus two one-year options.
MBE Goal:	30% of the total contract dollar value over the life of the Contract
Primary Place of Performance:	SBE Office 151 West Street, Suite 200 Annapolis, MD 21401
TO Pre-Proposal Conference Date:	12/19/2013 at 2:00 PM Local Time
TO Pre-proposal Conference Location:	SBE Office 151 West Street, Suite 200 Annapolis, MD 21401 See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.11 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 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 TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

Offerors meeting the minimum qualifications will be required to participate in an initial oral presentation via telephone with SBE and other State representatives in order to continue. The type of presentation and format of the call will be determined by the TO Procurement Officer and the TO Manager. The initial oral presentation will be uniform for all Offerors that meet minimum qualifications. The oral presentations will be ranked and the top five Offerors will be required to submit to in-person interviews that will include the proposed resources candidates.

Additional details regarding the multiple interview process and the down-select procedure are described in Section 4.3 "Selection Procedures."

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer at whitney.faust@maryland.gov indicating your planned attendance no

later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. SBE will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel resulting from tasks assigned to the TO Contractor awarded the TO Agreement shall be reimbursed in accordance with Section 2.2.4 "Travel Reimbursement" of the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of**

TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**1.12.1 MBE PARTICIPATION REPORTS**

SBE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to SBE at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the SBE. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 NON-DISCLOSURE AGREEMENT**1.13.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.13.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system 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.

1.14 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.15 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.16 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of

TOs under CATS+. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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1.18 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

SBE is issuing this CATS+ TORFP in order to obtain project team resources primarily to support the NVSR project and to provide support for other SBE projects as required. SBE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources with a Staffing Plan that can satisfy the TO requirements.

SBE is seeking proposals from Master Contractors experienced in providing IT Consulting Services for large organizations (greater than 5,000 end users). Personnel provided, as further detailed in this Scope of Work (SOW), are required to plan and coordinate projects associated with the NVSR project and other projects or necessary support activities to result in two successful voting events in 2016.

The intention of this TORFP is to obtain at least three initial (3) support personnel resources and additional resources, up to a maximum of 60 resources, as needed to provide IT consulting services for the duration of the Contract. Duties and responsibilities for the desired support resources are described in Section 2.5. The specific labor categories for personnel resources are listed in the Price Proposal form, TORFP Attachment 1. Default labor category descriptions are located in the CATS+ RFP, on-line at:

<http://doit.maryland.gov/contracts/Documents/CATSPlus/CATSPlusRFP.pdf> .

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly three (3) named resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the SBE. SBE expects three (3) resources to be available at NTP and SBE will initiate a work order to obtain additional resources as required during the performance of the TO. At the time of award, the Offer shall provide one (1) named resource for each of the full-time resource types listed below:

- Sr. Business Process Consultant
- Voting System Business Analyst
- Project Administrator

These resource types shall correlate to the CATS+ Labor Categories detailed in Table 2.1 and shall perform all duties and responsibilities as described in Section 2.6.5.

Additional resources may be required at the sole discretion of SBE. These resources shall be added in accordance with the Work Order process as described in Section 2.11.3 and only after being interviewed and approved by SBE.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland State Board of Elections (SBE) has the responsibility of ensuring the uniformity of election practices and to promote fair and equitable elections. This includes the implementation, management, and oversight of the voting system used in the 24 local boards of election for Maryland citizens in exercising their right to vote.

2.3 PROJECT BACKGROUND / EXISTING SYSTEM DESCRIPTION

In 2007, SBE was mandated (see Election Law Article § 9-102 of the Annotated Code of Maryland) to select, certify, and implement a new statewide paper-based optical scan voting system to replace the current electronic voting system. SBE intends to have the optical scan system in place and ready for use in the 2016 Presidential Election cycle.

The statewide implementation of the NVSR project will involve a major change in the manner in which voters of Maryland exercise their right to vote. Moving to an optical scan system for all voters is a major impact on the elections process. In addition to the implementation and impact of the new voting system hardware, there are several other impacts to the Maryland election community infrastructure that will need to be addressed. Impacts include but are not limited to using different vehicles to communicate the message of the new system to all stakeholders, training election officials and election judges who are assigned statewide to each of the nearly 2,000 precincts, logistics for the inventory and transportation of equipment, and numerous other business and election processes integrated with the voting system.

The NVSR project, contingent on available funding and approvals, includes securing the services of a contract project management team for this project, the identification of the technical and accessibility requirements for the voting system, completion of Maryland certification of available systems, procurement of the system, development and conduct of acceptance and other levels of testing of the new system, training for key stakeholders on all facets of the new system, voter education and outreach on how to use the new system, development of interfaces with other systems, security analysis, and crafting the plan for the decommission and disposal of the existing voting system. Additionally, the implementation phase for this project will include verifying the use of the new equipment in both the 2016 Presidential Primary and General elections. A highly visible complex project such as this requires the project keep within scope, on time, and within budget, resulting in a successful implementation.

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The time allocated to these continuing education activities for the staff deployed to SBE may not be charged to the Task Order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by SBE in the near future.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The State's Information Technology Project Oversight Policies

Additionally the TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide, and TO Contractor support personnel shall follow a consistent methodology in conducting all TO activities.

2.6 STAFFING REQUIREMENTS

The TO Contractor shall provide staffing and resources to fully supply the services detailed in section 2.6.1.

2.6.1 Staffing

The TO Contractor shall provide additional personnel resources required for all assigned tasks or services detailed in this TORFP through the Work Order Process described in Section 2.11.3.

Resource Types requested in conjunction with the issuance of this TORFP shall be based upon the CATS+ Labor Categories listed in the Project Resources Table 2.1 below. The need for the initial three (3) resources described in Section 2.6.5.1 shall be immediate upon NTP, and all subsequent requests for resources shall be initiated through the Work Order Process. To be responsive to this TORFP, Offerors shall be capable of providing the initial three (3) personnel resources referenced in Section 2.1 that meet the minimum qualifications for the labor categories listed in Table 2.1 – Project Resources. Additional resources added via the Work Order Process shall also meet minimum qualifications of the labor categories proposed in the Work Order. **Offerors shall submit a Price Proposal (Attachment 1) that provides labor rates for all categories in Table 1 – Project Resources)**

Table 2.1 – Project Resources

Project Resources					
#	Resource Type	CATS+ Labor Category	Number of Resources	Estimated Start	Estimated End
1	Sr. Project Manager	Project Manager	TBD	TBD	TBD
2	Deputy Project Manager	Project Manager	TBD	TBD	TBD
3	Sr. Business Process Consultant	Business Process Consultant (Senior)	2	FEB 2014	DEC 2016
4	Project Administrator	Program Administration Specialist	2	FEB 2014	DEC 2016
5	Voting System Business Analyst	Business Process Consultant (Senior)	1	FEB 2014	DEC 2016
6	Inventory Business Analyst	Business Process Consultant (Senior)	1	JUL 2014	DEC 2015
7	Business Analyst	Business Process Consultant (Senior)	1	JUL 2014	DEC 2016

Project Resources					
#	Resource Type	CATS+ Labor Category	Number of Resources	Estimated Start	Estimated End
8	Database Administrator	Database Management Specialist (Senior)	1	JUL 2014	DEC 2016
9	Software Developer	Application Developer, Advanced Technology (Senior)	1	JUL 2014	DEC 2016
10	Sr. Marketing Consultant	Market Research Consultant (Senior)	1	JAN 2015	DEC 2016
11	Quality Manager	Quality Assurance Consultant (Senior)	2	JUL 2014	DEC 2016
12	Organizational Change Manager	Group Facilitator (Senior)	1	JAN 2015	MAR 2016
13	Voter Outreach Manager	Marketing Consultant (Senior)	1	JAN 2015	DEC 2016
14	Testers	Testing Specialist	16	MAR 2015	JUN 2016
15	Training Coordinator	Training Specialist/Coordinator	1	JAN 2015	DEC 2016
16	Trainers	Training Specialist/Instructor	15	JAN 2015	DEC 2016
17	Technical Writer	Technical Writer/Editor	2	APR 2014	DEC 2016
18	Internet Web Developer	Architect, Internet/Web	1	JAN 2015	DEC 2016
19	Election Subject Matter Expert	Subject Matter Expert (Senior)	1	TBD	TBD
20	Warehouse Manager	Facility Operations Supervisor	1	JAN 2015	DEC 2017
21	Security Consultant	Security Data Specialist	1	JAN 2015	DEC 2016

Additional personnel may be requested to perform or assist in performing any of the tasks in this TORFP or related activities at the direction of the TO Manager and as described in the Work Order Process.

2.6.2 SERVICES

2.6.2.1 The TO Contractor shall provide full-time dedicated support personnel on-site at the SBE main office, 151 West Street, Suite 200, Annapolis, MD 21401 or at any other site designated by SBE.

2.6.2.2 TO Contractor personnel shall carry out assignments as assigned by the NVSR Project Management Team and the TO Manager which will be tracked and reported using SBE management processes and procedures. Duties may include daily, short and long-term assignments. Support Resources proposed by Offerors shall have the specific skill sets defined in this TORFP and the associated Work Orders.

2.6.3 GENERAL SCOPE OF WORK FOR ALL CONTRACTOR PERSONNEL RESOURCES

The scope of work for all TO Contractor Personnel for this TORFP shall include, but is not limited to:

- all items in this section,
- the respective scope of work for the initial resources referenced in Section 2.6.4
- the corresponding Labor Category per the CATS+ Labor Categories and Qualifications, Section 2.10 of the CATS+ RFP, Project Number 060B2490023.

- 2.6.3.1 Draft and develop procurement related deliverables and work products necessary for new voting system hardware and other voting system related hardware and services in accordance with SBE and DoIT standards and policies.
- 2.6.3.2 Support the procurement, acceptance testing and deployment activities required for implementing an Optical Scanning Voting System.
- 2.6.3.3 Negotiate with existing vendors to provide voting related services impacted by changed voting equipment procedures.
- 2.6.3.4 Perform procurement related activities such as drafting proposals, interviewing candidates, evaluating proposals and making hiring recommendations.
- 2.6.3.5 Conduct the associated Project Management activities associated with procurement, acceptance testing and deployment of an Optical Scanning Voting System.
- 2.6.3.6 Coordinate the logistics to run at least two voting events with the New Optical Scanning Voting System.
- 2.6.3.7 Develop documentation necessary to support successful procurement, acceptance testing and deployment of an Optical Scanning Voting System including the documentation for the logistics of running at least two voting events.
- 2.6.3.8 Review and revise documentation related to the procurement, acceptance testing and deployment of an Optical Scanning Voting System including the logistics of running at least two voting events.
- 2.6.3.9 Perform activities in support of any major IT development projects associated with the NVSR project and the SBE.
- 2.6.3.10 Support Risk Management activities such as identification, logging and mitigation of risks for the NVSR project and SBE.
- 2.6.3.11 As part of Risk Management activities, document and track known issues impacting the voting event implementation, actively communicate issue status and pursue issue resolution with appropriate stakeholders.
- 2.6.3.12 Support NVSR project procurement, implementation and election event testing

activities.

- 2.6.3.13 Support the SBE and the NVSR project in managing the project artifacts, including configuration control, maintenance, cataloguing and back-up of all artifact pertaining to the NVSR project and to other SBE activities impacted by the NVSR project.
- 2.6.3.14 Update operations and procedures, including corresponding documentation as necessary to support the agency's business processes.
- 2.6.3.15 Respond to stakeholder requests for assistance including direct conversations, phone calls, email, faxes and other communications as defined in meetings.
- 2.6.3.16 Schedule, attend, manage and document all project related and other meetings as directed by SBE and the NVSR Project Management Team and TO Manager.
- 2.6.3.17 Provide a monthly status report that includes:
- (a) Accomplishments
 - (b) Plans for next period
 - (c) Schedule of time out of the office or expected work outside of normal hours
 - (d) A timesheet displaying
 - Name of individual
 - Project
 - Period of performance
 - Daily record of hours for an activity or tasks within each project
 - Total number of hours for each day
 - Total number of hours for the reporting period
 - Original signature of the individual and signature date
 - Contractor supervisor signature and date
- 2.6.3.18 Coordinate implementation deliverables and tasks with the NVSR and potential NVSR vendors, Contractors and other SBE project teams.
- 2.6.3.19 Review NVSR Contractor's documentation to ensure general adherence to SBE's requirements and identify any issues that require attention.
- 2.6.3.20 Maintain Configuration control over NVSR project artifacts including requirements documents, design documents, project schedules, risk register and others as requested.
- 2.6.3.21 Perform analysis of the current "as-is" business and workflow processes and the proposed "to-be" business and workflow processes and document the areas requiring

change, including any gap analyses noted..

- 2.6.3.22 Execute the project management process as outlined in the NVSR Project Management Plan including but not limited to change management, risk management and quality control. Perform these processes for any other projects assigned by SBE.
- 2.6.3.23 Assist SBE with the development and update of election related documentation (user manuals, technical documentation, quick reference guides).
- 2.6.3.24 Provide status reporting, meeting support, meeting minutes and other project management related services as requested.
- 2.6.3.25 Perform other activities as assigned by the NVSR Project Management Team and TO Manager.

2.6.4 MINIMUM QUALIFICATIONS FOR OTHER RESOURCES

The duties and minimum qualifications for all other resource types that may be required through this TORFP shall be in accordance with the CATS+ Labor Categories and Qualifications, Section 2.10 of the CATS+ RFP, Project Number 060B2490023 beginning on page 37 of that document. The page number for the Labor Category in the CATS+ RFP corresponding to each resource type is noted below.

- 2.6.4.1 **Senior Project Manager** (Project Manager, page 77)
- 2.6.4.2 **Deputy Project Manager** (Project Manager, page 77)
- 2.6.4.3 **Inventory Business Analyst** (Business Process Consultant-Senior, page 49)
- 2.6.4.4 **Business Analyst** (Business Process Consultant-Senior, page 49)
- 2.6.4.5 **Database Administrator** (Database Management Specialist-Senior, page 54)
- 2.6.4.6 **Software Developer** (Application Developer, Advanced Technology-Senior, page 42)
- 2.6.4.7 **Senior Marketing Consultant** (Market Research Consultant, page 71)
- 2.6.4.8 **Quality Manager** (Quality Assurance Consultant, page 77)
- 2.6.4.9 **Organizational Change Manager** (Group Facilitator – Senior, page 68)
- 2.6.4.10 **Voter Outreach Manager** (Marketing Consultant, page 71)
- 2.6.4.11 **Testers** (Testing Specialist, page 84)
- 2.6.4.12 **Training Coordinator** (Training Specialist/Instructor, page 84)
- 2.6.4.13 **Trainers** (Training Specialist/Instructor, page 84)

- 2.6.4.14 **Technical Writer** (Technical Writer / Editor, page 84)
- 2.6.4.15 **Internet/Web Developer** (Architect, Internet/Web, page 45)
- 2.6.4.16 **Election Subject Matter Expert** (Subject Matter Expert – Senior, page 80)
- 2.6.4.17 **Warehouse Manager** (Facilities Specialist – Lead, page 64)
- 2.6.4.18 **Security Consultant** (Security Data Specialist, page 79)

2.6.5 TO CONTRACTOR PERSONNEL RESOURCES AT NTP

At TORFP award and subsequent NTP, the TO Contractor shall supply the three (3) project resources as described below. **Offerors shall submit resumes for all three (3) positions with the TORFP Proposal as part of the evaluation process.** The three paragraphs below shall represent Work Orders for the initial three TO Contractor Resources.

2.6.5.1 Senior Business Process Consultant

PURPOSE: To add an experienced Senior Business Process Consultant to support the NVSR Project Team and the Senior Project Manager and Functional/Deputy Project Manager in immediately addressing all tasks related to the Project Planning Request. Additionally, this resource will perform various tasks as directed to support the selection, procurement and successful implementation of the new voting system chosen for the State of Maryland.

Statement of Work

Requirements:

In addition to the specific duties and responsibilities for this position set forth in Section 2.6.3 “Scope of Work”, the specific task requirements for the Senior Business Process Consultant include:

- Take the lead in developing a thorough understanding of the Election Cycle processes and of the tasks required to prepare, test, deploy and maintain voting system hardware.
- Conduct analysis of the current technical and non-technical processes in effect (“as-is”) and the anticipated processes (“to-be”) required by implementation of a new voting system, and document the process reengineering necessary for successful implementation and deployment.
- Analyze existing static processes and develop improvement strategies to make those processes more effective in the new environment.
- Manage the creation of clear and concise documentation of plans to assess and implement process changes.
- Develop, maintain, update, explain and present summaries of the Project Management Documentation in use by the NVSR Project Team, including component project plans, reports, meeting agendas and minutes, dashboards and other tracking documents.
- Clearly document client requirements and system design criteria.

- Assist the Project Managers in tracking of risks and issues and the corresponding mitigation activities.
- Collaborate with and work across other internal and external business units to assist in developing a total solution approach.
- Develop business requirements and business processes re-engineering methodologies.
- Solve application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach.
- Communicates business requirements for reports and applications development.
- Facilitates collaboration within and across business units and across IT functions.
- Resolves problems and improves business units' technical environments.

Preferred Requirements

- Must have prior Business Process Consulting experience with a State of Maryland entity
- Shall be able to provide examples of business process documentation that they have developed as primary author for other State Agencies.
- Must have demonstrable experience in creating Maryland SDLC deliverables for a successful Maryland Agency project.
- Must have experience in performing business process analysis and producing the corresponding business and system work flow diagrams.
- Demonstrate the ability to facilitate and record workgroup sessions with Subject Matter Experts (SMEs)

2.6.5.2 Voting System Business Analyst

PURPOSE: To add an experienced Business Analyst to support the NVSR Project Team and the Senior Project Manager and Functional/Deputy Project Manager in immediately addressing all tasks related to the Project Planning Request. Additionally, this resource will perform various tasks as directed to support the selection, procurement and successful implementation of the new voting system chosen for the State of Maryland.

Statement of Work

Requirements:

In addition to the specific duties and responsibilities for this position set forth in Section 2.6.3 "Scope of Work", the specific task requirements for the Business Analyst include:

- Develop a thorough understanding of the Election Cycle processes and of the tasks required to prepare, test, deploy and maintain voting system hardware.
- Assist with the analysis of the current technical and non-technical processes in effect and the anticipated processes required by implementation of a new voting system, and document the process reengineering necessary for successful implementation and deployment.

- Analyze existing static processes and develop improvement strategies to make those processes more effective in the new environment.
- Create clear and concise documentation of plans to assess and implement process changes.
- Develop, maintain, update, explain and present summaries of the Project Management Documentation in use by the NVSR Project Team, including component project plans, reports, meeting agendas and minutes, dashboards and other tracking documents.
- Clearly document client requirements and system design criteria.
- Assist the Project Managers in tracking of risks and issues and the corresponding mitigation activities.
- Collaborate with and work across other internal and external business units to assist in developing a total solution approach
- Develops business requirements and business processes re-engineering methodologies.
- Solves application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach.
- Communicates business requirements for reports and applications development.
- Facilitates collaboration within and across business units and across IT functions.
- Resolves problems and improves the business units' technical environments.

Preferred Requirements

- Must have prior Business Process Consulting experience with a State of Maryland entity
- Shall be able to provide examples of business process documentation that they have contributed to the development of for other State Agencies.
- Must have demonstrable experience in creating Maryland SDLC deliverables for a successful Maryland Agency project.
- Must have experience in performing business process analysis and producing the corresponding business and system work flow diagrams.
- Demonstrate the ability to facilitate and record workgroup sessions with Subject Matter Experts (SMEs)

2.6.5.3 Project Administrator

PURPOSE: To add an experienced Project Administrator to support the NVSR Project Team and the Senior Project Manager and Functional/Deputy Project Manager in immediately addressing all tasks related to the Project Planning Request. Additionally, this resource will perform various tasks as directed to support the selection, procurement and successful implementation of the new voting system chosen for the State of Maryland.

Statement of WorkRequirements

In addition to the specific duties and responsibilities for this position set forth in Section 2.6.3 “Scope of Work”, the specific task requirements for the Project Administrator include:

- Assists in the preparation, update, maintenance and distribution of project documentation, including all component project plans, reports, stakeholder communications, spreadsheets and other documents.
- Schedule meetings, conference calls and managed related documentation such as meeting notes, agendas, presentations and handouts.
- Track project resource time, hours, and productivity, and contract deliverables. Be able to develop reporting procedures and produce reports to track resource utilization.
- Handle all project administrative tasks, manage the archive protocols for project artifacts, and coordinate schedules for project resources.
- Assist with procurement related tasks.
- Assists in the preparation of management plans and various customer reports.
- Coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations.
- Performs analysis, development, and review of program administrative operating plans and procedures.

Preferred Requirements

- Demonstrate command of the Microsoft Office Suite components
- Must have the ability to create detailed business meeting agendas within 24 hours of the start of scheduled meetings
- Must be capable of taking detailed meeting minutes and distributing them within 24 hours of the meeting conclusion.
- Possess the ability to consolidate project productivity data into cohesive reports for financial and resource tracking.

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.7 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

- A. The TO Contractor may propose the option to provide regular workspace for the TO Support Personnel outside of the SBE Main office. The cost for such workspace for the TO Support Personnel should not be rate loaded but listed as a separate cost in the Financial Proposal. The location of the workspace should be within 5 miles of the SBE main office. The location shall provide the TO Support Personnel with the office technology capabilities to perform their daily activities and duties as if they were located at the SBE offices. This

includes attendance at meetings at the SBE Main Office both in person and via conferencing when specified. If SBE elects to exercise the option for remote location of the TO Support Personnel by the TO Contractor, all travel to and from that location to the SBE Main Office by the TO Support Personnel will not be expensed to the SBE under this TORFP.

- B. The TO Contractor shall supply TO Contractor personnel with the necessary computer hardware, software, network, printers, phones and general office supplies to perform the duties outlined in this TORFP. Computer hardware shall include a laptop with Windows 7 or greater, wireless capability, MS Office 2007 or greater and capabilities for Google apps. Dependent on the role, personnel may require MS Visio 2007 or greater and MS Project 2007 or greater.
- C. The TO Master Contractor shall protect SBE data and documentation through its use of security protocols, network protection and computer equipment security as specified in the State of Maryland Information Technology Security Policies, available to review at the DoIT Website at:
- <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx> .

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- **Business Hours Support:** The TO Contractor Personnel assigned to this TO shall support core business hours (08:00 AM to 05:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the SBE. For some State Holidays that fall within the Election Cycle preparations, TO Contractor personnel shall be expected to work on those holidays if SBE determines the need to do so. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and for emergencies to resolve system repair or restoration.
- **Scheduled Non-Business Hours Support:** At times during the system implementation and during election cycles, it may be necessary to work outside of the period specified above in “Business Hours Support.” Work required outside of the normal 8 hours per day/40 hours per week, when needed, will be requested in writing by the TO Manager or his designated resource, and can only be performed when requested and approved by the TO manager. Any work requested outside of Business Hours that will result in the weekly total hours for any project resource to exceed 40 hours must first be approved in writing by the TO manager, and said hours will be compensated at the same hourly rate proposed herein for regular business hours.
- **State-Mandated Service Reduction Days:** TO Contractor personnel shall be required to observe the State-mandated Service Reduction Days as well as any State Furlough Days.
- **Minimum and Maximum Hours:** Full-time TO Contractor personnel shall typically work a standard of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be available if approved by the TO Manager. This may include work outside of the core business hours. TO Contractor personnel may also be requested to restrict the number of hours of work TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week. No TO

Contractor personnel are permitted to work more than 40 hours in any week without prior approval of the TO Manager.

- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

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

Acceptance of the deliverable Monthly Performance Evaluation shall be tied to the performance evaluation of each TO Contractor personnel resource.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated “unsatisfactory” as documented in the performance evaluation, SBE will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) The TO Contractor may not substitute any personnel within the first six months of the notice to proceed.
- C) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- D) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to SBE from recognized Law Enforcement Agencies, including the FBI. SBE

reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SBE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. SBE reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and SBE IT Security Policy and Standards throughout the term of the Contract.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- F) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

2.8.2 DELIVERABLE ACCEPTANCE

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

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

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.7.4.1	Semi-monthly timesheets	Timesheets shall meet requirements in section 2.6.4.17. Deliver in MS Office (2007 or later) format	Semi-monthly (covering days 1-15 of a month and 16 – last day of month)
2.7.4.2	Monthly Performance Evaluation Request and Status Report	Report that shall contain: summary of total hours worked per resource for the month. Also shall describe the completed and pending activities, milestones, progress, and issues for all TO Contractor Personnel providing services under this TORFP. Includes a status of all open and pending work orders under this TORFP. Deliver in MS Word (2007 or later) format. <i>Acceptance of this deliverable is</i>	Monthly on or before 15 th of the month following the reporting period

		<i>dependent on the performance evaluation per TO Contractor resource performed by the TO Manager as described in Section 2.7.2.</i>	
2.7.5.3	Work Order	A MS Word (2007 or later) document that defines the overall scope of all tasks to be accomplished. This deliverable is created as a variation of a template work order created by the TO Contractor and mutually agreed upon by the TO Contractor and DoIT. At the request of the TO Manager, a new work order is generated for new tasks to be performed by TO Contractor personnel.	As requested by TO Manager
2.7.5.4	Other deliverables and work products as assigned by TO Manager	TO Contractor Personnel shall produce and contribute to other work products and deliverables as assigned by the TO Manager consistent with the scope of work described in Section 2, specifically detailed in Attachment 20 – TORFP SDLC Deliverables and any associated Work Order. All work products and deliverables shall be completed in a professional manner as outlined in Section 2.8.3. Minimum Deliverable Quality	As requested by TO Manager

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- 1) The Offeror shall have provided personnel resources from a minimum of 15 different resources over the course of at least one (1) major IT project. In addition:
 - a) The project shall have lasted at least three (3) years;
 - b) The Offeror shall have previously provided at least twelve (12) full-time project resources simultaneously in support of the major IT project. The major IT project shall have been valued at \$10M or greater.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The three (3) Proposed Personnel shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

1) Senior Business Process Consultant

- a) Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field.
- b) General Experience: At least eight (8) years of experience in business process re-engineering.
- c) Specialized Experience: At least five (5) years of experience in reengineering large scale business processes.
- d) Meet the criteria as specified in the CATS+ Master Contract Labor Category that corresponds to this Resource Type in Table 2.1
- e) Must be able to produce at least two (2) samples of SDLC documentation for which they have been the major content author.

2) Voting System Business Analyst

- a) Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field.
- b) General Experience: At least eight (8) years of experience in business process re-engineering.
- c) Specialized Experience: At least five (5) years of experience in reengineering large scale business processes.
- d) Meet the criteria as specified in the CATS+ Master Contract Labor Category that corresponds to this Resource Type in Table 2.1
- e) Must be able to produce at least two (2) samples of SDLC documentation for which they have been the major content author

3) Project Administrator

- a) Education: High school diploma or equivalent. A Bachelor's degree is preferred.
- b) General Experience: Must have three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting.
- c) Specialized Experience: At least two (2) years of direct program experience in Contract administration and preparing management reports. Has worked in support of a Program Manager on a government Contract.
- d) Meet the criteria as specified in the CATS+ Master Contract Labor Category that corresponds to this Resource Type in Table 2.1
- d) Must be able to produce samples of meeting agendas and meeting minutes that they have produced.

- e) Must be able to produce at least two (2) examples of well-constructed documentation that they have authored exclusively.

2.10 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.]

2.11 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month and shall be accompanied by copies of the fully endorsed semi-monthly timesheets. Payment of invoices will be withheld if copies of timesheets are not submitted.

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

2.11.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Each 16th and 1st day of the month, the TO Contractor shall submit a semi-monthly timesheet detailing activities for all resources provided under the TO.

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

- A) Title: "Time Sheet for [TORFP Resource Name]"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each period ending date, e.g., "Period Ending: mm/dd/yyyy"
 - (1) Tasks completed that period and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that week
 - (4) Period variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of period variances)
- D) Signature and date lines for the TO Manager

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

2.11.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify SBE as the recipient and contain the following information: period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.

- B) The TO Contractor shall email the original of each invoice to SBE at email address: Keith.Ross@Maryland.gov, with a copy to Whitney.Faust@Maryland.gov .
- 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.

2.11.3 WORK ORDER PROCESS

The TO Manager shall submit Work Orders for any work for resources other than the originally proposed resource. A work order shall be submitted for time and material on an “as needed” basis from the TO Contractor (Attachment 17). The work order process is as follows:

- A) Resources shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to the appropriate labor categories.
- B) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
 - a) Technical requirements and description of the services needed;
 - b) Performance objectives and/or deliverables, as may be applicable;
 - c) Due date and time for submitting a response to the request;
 - d) Performance testing period;
 - e) Other specific information as requested from the TO Contractor.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a) A response that details the TO Contractor’s understanding of the work;
 - b) A description of proposed resources required to perform the requested tasks, with TORFP labor category listed. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - c) Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 - d) The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
- D) The TO Manager will confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; or provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary to increase the ceiling price. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved.
- E) Proposed personnel to support the Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After

the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the proposed personnel.

- F) If, as determined by the TO Manager, work needs to be initiated more quickly than by this method, the TO Manager will contact the TO Contractor by any method and request services for normal or emergency maintenance.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB each.

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

- Subject line “CATS+ TORFP D384400009 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP D384400009 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP D384400009 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # D384400009Financial” plus the Master Contractor Name
- One attachment labeled “TORFP D384400009 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order. **Failure to follow the directed structure may result in a proposal deemed not acceptable for award:**

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	Have provided personnel resources from a minimum of 15 different resources over the course of a t least one (1) major IT project	
2.9.1.1(a)	The project referenced in 2.9.1.1 above shall have lasted for 3 years	
2.9.1.1(b)	Offeror shall have provided at least twelve (12) full-time project resources simultaneously in support of the referenced project. The major IT project shall have been valued at \$10M or greater.	

C) Proposed Personnel and TORFP Staffing

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each of the three (3) proposed resource (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - Each proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - b) In Form TM1 – List how each proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the three proposed resources required for evaluation of this TORFP.**)
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

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

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Master Contractor team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.

- b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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.

J) Proposed Facility

If the Offeror elects to propose utilization of contractor-supplied offsite workspace as referenced in Section 2.6.8, please provide a description of the facility to be proposed. The description should include the address of the facility, the distance from the SBE Main office

in both miles and estimated time of travel, the proposed square footage within the facility that shall comprise the workspace for resources proposed and the number of resources that can be effectively located at that facility and be capable of performing the required tasks per this TORFP or any subsequent work order. Additionally the offer must describe the computer hardware, software, network, printers, phones and general office supplies that will be available to each resource to perform the duties and tasks per this TORFP or any subsequent Work Orders.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Evaluation of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2.9.2 of this TORFP, and the quality of responses to Section 3.4.1 "TO Technical Proposal."
- B) The Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone with SBE and other State representatives, the format of which will be determined and conveyed to the Offerors in advance. Based on the technical ranking determined by the SBE Evaluation Team conducting the oral presentation, including evaluation of the three proposed personnel candidates, the top-rated five Offerors will each be scheduled for an in-depth in-person interview with the SBE Evaluation Team, which will include individual interviews with each of the three proposed resource candidates. Offerors not selected for in-person interviews will be notified by the TO Procurement Officer.

The SBE Evaluation team will then perform a technical ranking for each Offeror based upon the results of the in-person interviews, including the individual interviews of the proposed resources candidates.

- C) For TO Proposals deemed technically qualified after the in-person interviews, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award

and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed. Additionally each resource provided must undergo a required Criminal Background Check as required by the SBE, whereby the results of the background check will determine if said resource can begin work under this TORFP.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with TO Financial Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Submit with TO Technical Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Submit with TO Technical Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	TO Contractor – Project SDLC Deliverable	Applicable	Do Not Submit with Proposal

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

ATTACHMENT 1 PRICE PROPOSAL**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # D38B4400009**

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

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

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

ATTACHMENT 1 PRICE PROPOSAL FORM

PRICE PROPOSAL (FIXED PRICE) FOR CATS+ TORFP # D38B440009

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A) Year 1	Hourly Labor Rate (B) Year 2	Hourly Labor Rate (C) Year 3	Hourly Labor Rate (D) Year 4	Hourly Labor Rate (E) Year 5	Total Class Hours (F) 2000 hrs/yr	Total Proposed CATS+ TORFP Price (G) (A+B+C+D+E)*F
Sr. Project Manager	Project Manager	\$	\$	\$	\$	\$	10,000	\$
Deputy Project Manager	Project Manager	\$	\$	\$	\$	\$	10,000	\$
Sr. Business Process Consultant	Business Process Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Project Administrator	Program Administration Specialist	\$	\$	\$	\$	\$	10,000	\$
Voting System Business Analyst	Business Process Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Inventory Business Analyst	Business Process Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Sr. Marketing Consultant	Market Research Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Quality Manager	Quality Assurance Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Organizational Change Manager	Group Facilitator (Senior)	\$	\$	\$	\$	\$	10,000	\$
Voter Outreach Manager	Marketing Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Testers	Testing Specialist	\$	\$	\$	\$	\$	10,000	\$
Training Coordinator	Training Specialist/Coordinator	\$	\$	\$	\$	\$	10,000	\$
Trainers	Training Specialist/Instructor	\$	\$	\$	\$	\$	10,000	\$
Technical Writer	Technical Writer/Editor	\$	\$	\$	\$	\$	10,000	\$
Internet Web Developer	Architect, Internet/Web	\$	\$	\$	\$	\$	10,000	\$
Election Subject Matter Expert	Subject Matter Expert (Senior)	\$	\$	\$	\$	\$	10,000	\$
Warehouse Manager	Facility Operations Supervisor	\$	\$	\$	\$	\$	10,000	\$
Security Consultant	Security Data Specialist	\$	\$	\$	\$	\$	10,000	\$

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A) Year 1	Hourly Labor Rate (B) Year 2	Hourly Labor Rate (C) Year 3	Hourly Labor Rate (D) Year 4	Hourly Labor Rate (E) Year 5	Total Class Hours (F) 2000 hrs/yr	Total Proposed CATS+ TORFP Price (G) (A+B+C+D+E)*F
Software Developer	Application Developer, Advanced Technology (Senior)	\$	\$	\$	\$	\$	10,000	\$
Sr. Marketing Consultant	Market Research Consultant (Senior)	\$	\$	\$	\$	\$	10,000	\$
Security Consultant	Security Data Specialist	\$	\$	\$	\$	\$	10,000	\$
Total Evaluated Price (Years 1 – 5) The sum of Column G								\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS+ TORFP # D38B440009

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 of Form D-6 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, including reports showing zero MBE payment activity. 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 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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document and document D-2 **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. **D38B440009**, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

_____ percent African American _____ percent Asian American

_____ percent Hispanic American _____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- Outreach Efforts Compliance Statement (D-3)
 - Subcontractor Project Participation Certification (D-4)
 - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

3. 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.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number: D38B440009	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Woman-Owned MBE Participation: _____ %
Total Other Participation: _____ %
Total All MBE Participation: _____ %

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT AS INSTRUCTED IN TORFP

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number D38B440009	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature

By: _____
 Name, Title
 Date

Subcontractor Signature

By: _____
 Name, Title
 Date

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology
 Minority Business Enterprise Participation
 Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX: Email:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table border="0"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			Invoice#	Amount	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table border="0"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			Invoice #	Amount	1.			2.			3.			4.		
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	Invoice #	Amount																															
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**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																	
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																															

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT
 Minority Business Enterprise Participation

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

Signature: _____ Date: _____
 (Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or Offeror is unable to achieve the contract goal for certified MBE participation, the bidder or Offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or Offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or Offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or Offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY
CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, are true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENTCATS+ TORFP# **D38B440009** OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the State Board of Elections, as identified in the CATS+ TORFP # D38B4400009.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # D38B4400009, dated **MONTH DAY, YEAR**, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated **MONTH DAY, YEAR**.
 - d) “TO Procurement Officer” means Whitney Faust. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between the State Board of Elections and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO 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 super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, 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 \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

BY: TYPE OR PRINT TO CONTRACTOR POC

DATE

Witness: _____

STATE OF MARYLAND, State Board of Elections

By: Whitney Faust, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Sr. Business Process Consultant
 - b) Voting System Business Analyst
 - c) Project Administrator
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
 - Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
 - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement.* Enter multiple examples if necessary to show the required time is met using multiple experiences.

- (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

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

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

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # D38B440009

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

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

Education / Training (start with latest degree / certificate)

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

Relevant Work Experience*

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

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

Employment History*

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

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

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore, take 97 south and exit 24 toward Rowe Blvd. Make a right turn on Taylor Avenue at the District Court intersection. Taylor Avenue dead ends at Westgate Circle. Merge onto Westgate Circle and make a right onto West Street (3rd spoke over of the circle). The State Board of Elections is at 151 West St. Suite 200 approximately 4 blocks down on the right. Knighton parking garage is next to 151 West St. behind Lemongrass Restaurant. There is a sign for the parking garage visible from West St. There is also residential parking in two hour increments in the neighborhood behind the building.

From Washington DC, take route 50 East and exit 24 toward Rowe Blvd. Then follow the directions above.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): **D38B440009**

Dear TO Contractor Contact:

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

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

Sincerely,

Whitney Faust

Task Order Procurement Officer

Enclosures (2)

cc: Keith Ross

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: SBE

TORFP Title: Voting System Project Resources

TO Manager: Keith Ross

To:

The following deliverable, as required by TO Project Number (TORFP #): # **D38B440009**
D38B440009 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 _____ 20___, 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 # D38B440009 for Voting System Project Resources. 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 above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of 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 Whitney.Faust@Maryland.gov ,SBE 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: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through it’s the 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 Voting System Project Resources TORFP No. **D38B440009** dated _____, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

This Agreement shall be governed by the laws of the State of Maryland;

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO CONTRACTOR/TO CONTRACTOR’S PERSONNEL:

STATE BOARD OF ELECTIONS:

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____
 Date Signature

Print Name: _____
 Authorized Representative and Affiant

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

There is no VSBE Goal for this Task Order.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work Requirements:				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by the State Board of Elections prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		The State Board of Elections shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: Voting System Project Resources

TORFP # D38B4400009

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: State Board of Elections

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 20 – PROJECT SDLC DELIVERABLES

TO CONTRACTOR DELIVERABLES AND TIME OF PERFORMANCE

Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 2 above.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance
1.1	Project Management Plan	MS Word document (or mutually agreed upon document) that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan shall address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as defined in the PMBOK. The Project Management Plan shall comply with Maryland’s SDLC and Attachment 3, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
1.2	Work Breakdown Structure (WBS)	MS Word or Excel document (or mutually agreed upon document) that contains tiers showing project milestones or phases in the top level with a breakdown of major project tasks into manageable “work packages” underneath. Work packages at the bottom level shall have no smaller than two-week durations and have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with Maryland’s SDLC and Attachment 3, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
1.3	Integrated Master Schedule	MS Project document (or mutually agreed upon document) that is based on the WBS (see 7.2 above) and suitable for tracking project activities. At a minimum, the Master Schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all project activities during the SDLC. The activities durations in the master schedule shall have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated deliverable encompassing all project activities. The Integrated Master Schedule shall comply with Maryland’s SDLC and Attachment 3, Section 2 requirements for the deliverable.	Update bi-weekly or as directed by the TO Manager

TO CONTRACTOR DELIVERABLES AND TIME OF PERFORMANCE

Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 2 above.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance
1.4	<i>Communications Management Plan</i>	MS Word document (or mutually agreed upon document) that captures the stakeholder register, the types of information to be disseminated, the format for each type, a schedule of when information will be produced and disseminated, and the method for updating the communications plan. This is a single deliverable maintained throughout the life of project. The Communications Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
1.5	<i>Risk Management Plan (RMP) and Risk Registry</i>	MS Word or Excel document (or mutually agreed upon document) that describes the risk management procedures for the project. The RMP will include a table of potential risks and recommended risk responses, and will incorporate risk information found in deliverables provided by the Development Contractor. This is a single, periodically updated deliverable encompassing all project risks. A <i>Risk Registry</i> will be created for logging all project risk using MS Excel or other appropriate table format. The Risk Management Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	Update bi-weekly or as directed by the TO Manager
1.6	<i>Deliverable Comments Matrix (DCM)</i>	MS Word or Excel document (or mutually agreed upon document) that is used to capture comments and recommended changes to each Project deliverable prior to acceptance. A separate DCM is required for each deliverable or SDLC product. The DCM shall comply with Attachment 3, Section 2 requirements for the deliverable.	Project deliverable due date + 5 working days
1.7	<i>Change Management Plan</i>	MS Word document (or mutually agreed upon document) that describes the procedure for proposing, evaluating, approving, and documenting changes to project scope, schedule, and cost. This Plan shall include any tools or templates used for change management, for example, change request form. The Change Management Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager

TO CONTRACTOR DELIVERABLES AND TIME OF PERFORMANCE

Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 2 above.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance
1.8	Requirements Traceability Matrix (RTM)	MS Word or Excel document (or mutually agreed upon document) that describes technical and functional requirements. At a minimum, requirements shall be numbered for traceability, testable and the descriptions unambiguous. The RTM shall contain acceptance criteria for each requirement. The RTM shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	Updated bi-weekly or as directed by the TO Manager
1.9	Quality Management Plan (QMP)	MS Word document (or mutually agreed upon document) that describes how quality, meaning conformance to project requirements, will be monitored throughout the project life cycle. The QMP shall describe the steps for deliverable review and updating via the DCM process (see 7.6 above). The QA Plan shall describe the requirements tracking process via the requirements traceability process (see 7.8 above). The QMP shall define signoff procedures for project milestones and deliverables. The Quality Assurance Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
1.10	Project Manager Status Report	MS Word or Excel document (or mutually agreed upon document) that captures and tracks ongoing PM activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues.	At least Monthly or as directed by the TO Manager
1.11	Master Status Report	MS Word document (or mutually agreed upon document) that captures and tracks ongoing project activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, the completion status of project deliverables and status of Project costs (planned vs. actual). The report will describe issues identified on the project and the status of efforts to resolve issues and mitigate risks. The report will have sections describing necessary	At least bi-Monthly or as directed by the TO Manager

TO CONTRACTOR DELIVERABLES AND TIME OF PERFORMANCE

Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 2 above.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance
		updates to the Integrated Master Schedule (Deliverable 7.3) and Risk Registry (Deliverable 7.5). The report will document lessons learned from the project and any other pertinent status information.	
1.12	<i>Human Resource Management Plan</i>	MS Word or Excel document (or mutually agreed upon document) that describing how and when human resource requirements will be met on the project. The plan shall consider resource needs for the full life of the system including operations and maintenance and address staff acquisition, timing and training needs. The Human Resource Management Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	To be determined by the TO Project Manager
1.13	<i>Schedule Management Plan</i>	MS Word document (or mutually agreed upon document) that establishes the specific procedures for how the project schedule will be managed and controlled and is as detailed as necessary to control the schedule through the life cycle based on the size, risk profile, and complexity of the project. The Schedule Management Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	To be determined by the TO Project Manager
1.14	<i>Cost Management Plan</i>	MS Word document (or mutually agreed upon document) that establishes the activities and criteria for planning, structuring, and controlling project costs. The Cost Management Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	To be determined by the TO Project Manager
1.15	<i>Procurement Management Plan</i>	MS Word document (or mutually agreed upon document) that define the procedures to purchase or acquire all products and services needed from outside the team to perform project tasks. The document shall define processes for plan purchases and acquisitions including acquisition strategy, contract administration, and contract closure. The Procurement Management Plan shall comply with Maryland's SDLC and Attachment 3, Section 2 requirements for the deliverable.	To be determined by the TO Project Manager
1.16	<i>Election Related Documentation</i>	MS Word or Excel documents (or mutually agreed upon document) related to the NVSR project. This includes	To be determined

TO CONTRACTOR DELIVERABLES AND TIME OF PERFORMANCE

Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 2 above.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance
		the creation or update of election related documents, manuals, or other material. Examples of documents include user manuals, the Conducting the Election Guide (CTEG), and quick reference guides.	by the TO Project Manager
1.17	Procurement Documents	MS Word document (or mutually agreed upon document) for the Voting System RFP and any other RFP or other contract vehicle required for the NVSR project. Examples include Voter Education and Outreach services, print services, and the procurement of supplies. Procurements Documents shall comply with Maryland’s SDLC and Attachment 3, Section 2 requirements for the deliverable.	To be determined by the TO Project Manager
1.18	Requirements Document	MS Word (or mutually agreed upon format) for the NVSR Project or any other project assigned. The Requirements Document shall comply with Maryland’s SDLC and Attachment 3, Section 2 requirements for the deliverable.	To be determined by the TO Project Manager

(The rest of this page left intentionally blank)