

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



**STATE BOARD OF ELECTIONS (SBE)
SOLICITATION NUMBER D38B840011**

**WEB HOSTING AND SECURITY MONITORING
OF THE
MARYLAND CAMPAIGN REPORTING
INFORMATION SYSTEM
(MD CRIS)**

ISSUE DATE: JULY 30, 2018

**STATE BOARD OF ELECTIONS (SBE)
 KEY INFORMATION SUMMARY SHEET**

Solicitation Title:	Web Hosting and Security Monitoring of the Maryland Campaign Reporting Information System
Solicitation Number (TORFP#):	D38B8400011
Functional Area:	Functional Area 2 - Web and Internet Systems
TORFP Issue Date:	July 30, 2018
TORFP Issuing Office:	State Board of Elections (SBE or the "Agency")
Agency Location:	State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401
TO Procurement Officer: e-mail: Office Phone:	Whitney LeRoux State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401 Whitney.Leroux@maryland.gov 443-924-4900
TO Manager: e-mail: Office Phone:	Jared DeMarinis State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401 Jared.Demarinis@maryland.gov 410-269-2853
TO Proposals are to be sent to:	Whitney LeRoux, Procurement Officer <u>Whitney.Leroux@maryland.gov</u>
TO Pre-proposal Conference:	Friday August 17, 2018 at 10:00 am Local Time, State Board of Elections, 151 West St. Suite 200, Annapolis, MD 21401. See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	September 7, 2018 at 2:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	10%
VSBE Subcontracting Goal:	0%
Task Order Type:	Fixed Price

Task Order Duration:	Base Period is approximately two (2) years and 60 days commencing on the date of the Notice to Proceed (NTP) which is estimated to be February 1, 2019 with two (2) two-year option periods.
Primary Place of Performance:	State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	Tuesday September 4, 2018 at noon Local Time

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Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

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

The TO Manager 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.

- C. **TO Assistant Manager** – The TO Assistant Manager has the primary responsibility for the management of testing work performed under the TO Agreement, assisting the TO Manager with administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Assistant Manager will assign tasks to the personnel provided under this TORFP after approval from the TO Manager and will monitor the work being performed to the specifications required.

- D. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- E. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- F. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- G. **TO Technical Project Manager** – The TO Technical Project Manager has the primary responsibility for coordinating security updates and information regarding security vulnerabilities and if the system hosting meets State technical requirements, including issuing written directions, and for ensuring compliance.

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

The TO Contractor shall demonstrate it possesses expertise in-house or has subcontracted with other firms for providing web hosting and security monitoring for online applications accessed by a minimum of 8,000 users. TO Contractors must provide a minimum of two (2) references that support the TO Contractor's required experience.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The State Board of Elections (SBE or the "Agency") is issuing this CATS+ TORFP to select one (1) TO Contractor to provide on-going web hosting and security monitoring for the Maryland Campaign Reporting Information System (MD CRIS). MD CRIS is a campaign committee information and finance reporting system with a sub-module for business contributions to elections campaigns (BCDS). For the purposes of this TORFP, "MD CRIS" shall refer to both applications.
- 2.1.2 The application supports local, state and federal elections for Maryland, and the solution must function in a known hostile environment. TO fulfillment will include providing data center hardware and software for MD CRIS web hosting and MD CRIS system security monitoring to ensure no denial of service (DOS) or breach of personal identifying information (PII).
The TO Contractor awarded this task order (**D38B8400011**) shall be referred to in this solicitation as the "Data Center (DC) TO Contractor" or "TO Contractor".
- 2.1.3 SBE intends to issue a second TORFP for application software maintenance and help desk services for the two MD CRIS web applications. The contractor awarded the Application Software Maintenance and Help Desk Services TORFP shall be referred to in this solicitation as the "Application (AP) TO Contractor."
It is not required for the AP TO Contractor and DC TO Contractor to be different Master Contractors.
- 2.1.4 SBE intends to award this Task Order to one (1) Master Contractor that proposes a hosting solution with sufficient security monitoring that can best satisfy the Task Order requirements.
- 2.1.5 Master Contractors are advised that, if a solicitation or other competitive award is initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

2.2 Background and Purpose

The State Administrator of Elections is the Chief Election Official for Maryland. In this capacity, the Administrator is responsible for fulfilling the requirements of Section 13-324 of the Election Law Article of the *Annotated Code of Maryland*. This provision requires that campaign finance reports be submitted to SBE in an electronic storage medium, in a format that SBE approves, and be widely and easily accessible to the public. In January of 2017, the Department of Homeland Security designated election infrastructure as a critical infrastructure sector for the United States.

To meet the requirements of the aforementioned provision, SBE has used the current Maryland Campaign Reporting Information System (MD CRIS) since 2011. Using this system, SBE staff enter and track committee information, including committees' filing requirements, officers, and reporting history; send notices to filers and other State agencies; and create reports and letters. MD CRIS has a searchable, publicly accessible online campaign finance database.

Within MD CRIS, there is also a separate module called the Business Contribution Disclosure System (BCDS). Title 14 of the Election Law Article requires that a person doing business with the State, any one or more counties, incorporated municipalities, or other political subdivisions of the State, or with any one or more agencies of the State or a political subdivision involving aggregate consideration of \$200,000 or more, file a contribution disclosure statement with the State Board of Elections. Additionally, pursuant to Section 5-716 of the General Provision Article, a person who employs a State lobbyist and makes applicable contributions must file a contribution disclosure statement. To satisfy this requirement, the BCDS module allows users to electronically file business contribution disclosures to SBE.

SBE requires a secure data center for web hosting and security monitoring services for both MD CRIS and BCDS.

2.2.1 Project Goals

- A. The TO Contractor shall administer MD CRIS in a secure hosted environment and utilize proposed project policies, guidelines, and methodologies as defined in Section 2.3 of this TORFP.
- B. The TO Contractor shall perform all work defined in this TORFP in accordance with the State's System Development Life Cycle (SDLC) methodology and other policies described in Section 2.3.8 of this TORFP.
- C. The approach of the project, as defined in this data center TORFP, is to:
 - 1. Transition, support and maintain MD CRIS in a secure hosted environment,
 - 2. Institute and follow best cybersecurity practices to the secure hosted environment, and
 - 3. Provide status reporting and coordinate project activities with SBE personnel.

2.2.2 Current Environment

- A. In June 2011, the State of Maryland awarded a Contract to procure, support and maintain a customized Commercial Off-the-Shelf (COTS) browser-based campaign finance reporting and management system. The resulting COTS was the Maryland Campaign Reporting Information System (MD CRIS), which is a Microsoft-based solution.
- B. From 2011 to present, the Contractor has provided application services and secure hosting, including: (1) project management; (2) a total system solution, involving data center hardware, application software, and data communications capability; (3) data conversion; (4) data system coordination with internal SBE systems and other agencies; (5) ongoing system operations and maintenance; (6) help desk support; and (7) hosting and security support.
- C. The current contractor hosts and supports MD CRIS on a physical server and virtualized environment. MD CRIS utilizes a cloud backup solution, which is further described in J – N below.
- D. Administered by SBE, MD CRIS is a streamlined system that utilizes a browser-based solution to provide: (1) 24/7 access to SBE and authorized users from political committees, and, (2) public access to campaign finance data.
- E. MD CRIS serves the following key functions online:
 - 1. Political Committee Filing Processes
 - 2. Registering and Managing Committee Filing
 - 3. Filing Campaign Finance Reports

4. Collecting Campaign Finance Data
 5. Agency (SBE) Processes
 6. Producing Reports
 7. Managing Filer Accounts
 8. Issuing Correspondence with Filers
 9. Updating and Modifying Configuration Settings
 10. Conducting Audits and Enforcing Policies
 11. On-line Search Process
 12. Maintaining the Campaign Finance Database/Reporting
 13. Business Process
 14. Collecting and Storing Business Contribution Disclosures
 15. Interfaces with Other Agency Systems
- F. MD CRIS interfaces via Simple Mail Transfer Protocol (SMTP) with SBE's Google email system to send reports and communications to external users of the system (*i.e.*, filers).
- G. MD CRIS receives data from the statewide voter registration, candidacy, and election management system (MDVOTERS) to confirm the voter registration and districts of candidates and committee officials.
- H. The current hosting method employs a software load balancer with two WebServers hosted in the demilitarized zone (DMZ) to provide protection for the internal SBE network from the externally-accessed MD CRIS network.
- I. Specific ports are opened at the firewall for the load balancer's IP address.
- J. The primary web server is configured with a file synchronization tool. It synchronizes files between the two servers to ensure that both servers have the same data at all times.
- K. If the primary web server is down, user requests go to the secondary web server and the files are updated in the secondary server. Once the primary server is up, the synchronization tool updates the primary server.
- L. If the secondary web server is down, user requests go to the primary server and the files are updated in the primary server. Once the secondary server is up, the synchronization tool updates the secondary server.
- M. Both web servers are configured with the Carbonite cloud backup tool. This tool syncs to the cloud backup an updated file in the solution folder.
- N. Diagrams of the hosting and cloud backup architecture for MD CRIS and BCDS can be found below in Figure 1 and Figure 2, respectively.

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Figure 1: MDCRIS Hosting with Cloud Backup Architecture

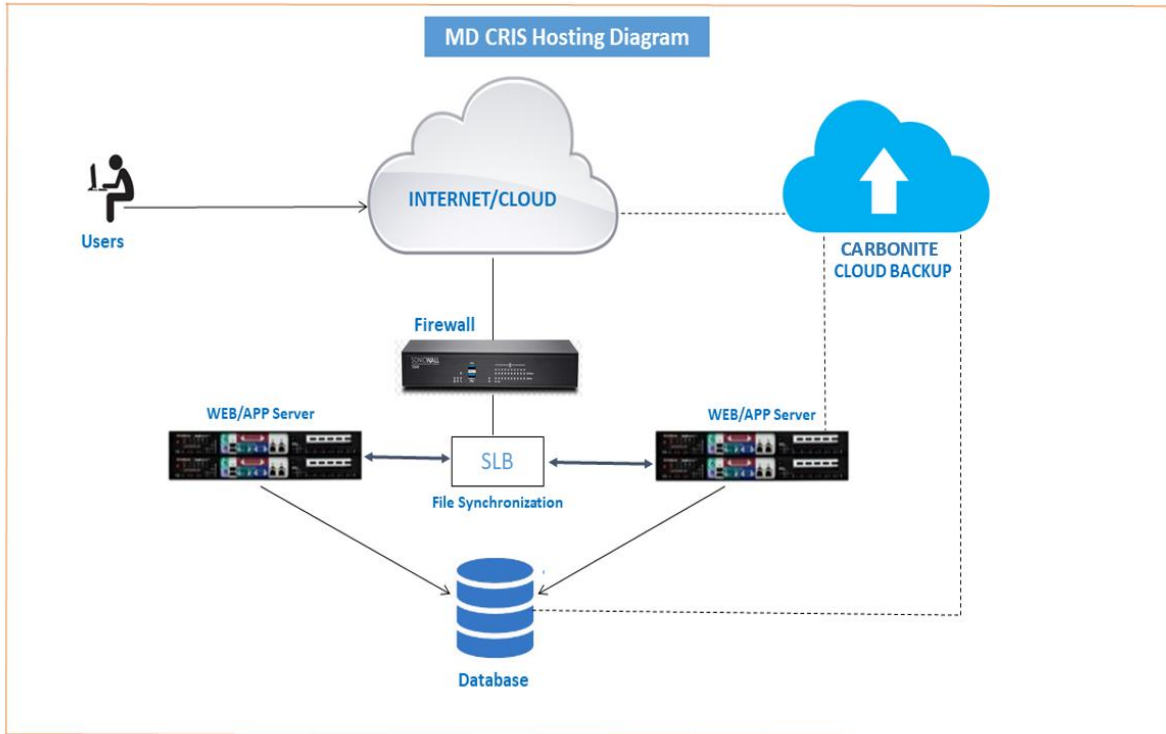
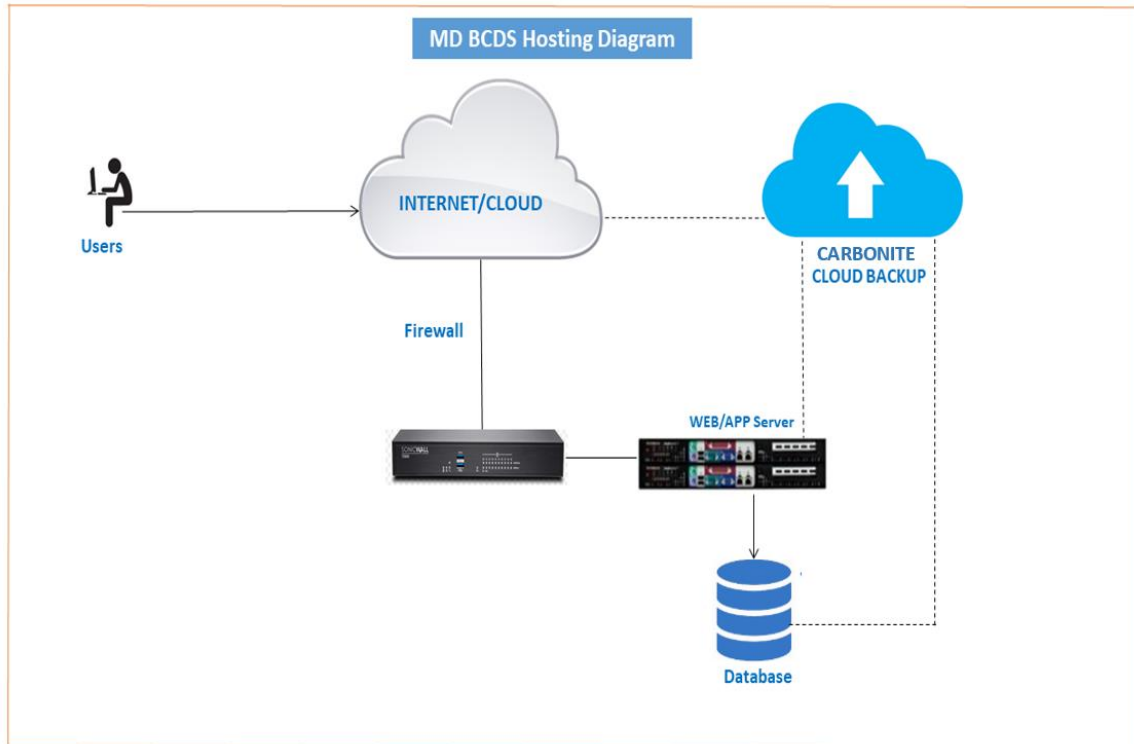


Figure 2: MD BCDS Hosting with Cloud Backup Architecture



2.2.3 Existing Hardware

A. Web Server1:

Server Type: Physical Server

Operating System: Windows Server 2012 R2 Standard Edition

File Synchronization Tool: Super Flexible File Synchronizer

Hardware Configuration:

Server Make and Model: Dell PowerEdge R410

Processor: Intel(R) Xeon(R) CPU E5620 @ 2.40GHz (2 Processors)

Processors Cores: 16

RAM: 32 GB

Storage: 1.5 TB

RAID Configuration: RAID5

B. Web Server2:

Server Type: Physical Server

Operating System: Windows Server 2012 R2 Standard Edition

Hardware Configuration:

Server Make and Model: Dell PowerEdge R410

Processor: Intel(R) Xeon(R) CPU E5620 @ 2.40GHz (2 Processors)

Processors Cores: 16

RAM: 32 GB

Storage: 1.5 TB

RAID Configuration: RAID5

C. Web Server3: MD CRIS Backup Server (Not shown in diagram)

Server Type: Physical Server

Operating System: Windows Server 2012 R2 Standard Edition

Hardware Configuration:

Server Make and Model: Dell PowerEdge R410

Processor: Intel(R) Xeon(R) CPU E5620 @ 2.40GHz (2 Processors)

Processors Cores: 16

RAM: 32 GB

Storage: 1.5 TB

RAID Configuration: RAID5

D. Database Server:

Server Type: Physical Server

Operating System: Windows Server 2012 R2 Standard Edition

SQL Server Software: MS SQL server 2008 R2 Standard Edition.

Hardware Configuration:

Server Make and Model: Dell PowerEdge R710

Processor: Intel(R) Xeon(R) CPU X5650 @ 2.67GHz (2 Processors)

Processors Cores: 24

RAM: 32 GB

Storage: 1.5 TB

RAID Configuration: RAID5

2.2.4 Existing Software and Languages

16. Campaign Finance Reporting and Management System (CFRMS) software:

1. A Microsoft-based COTS solution procured by SBE
2. Operating system: Windows 7 or above for Development, Windows Server 2012 R2 Standard for the Web and Database Server
3. IDE: Visual studio 2013
4. Frame Work: .Net Frame Work 4.5
5. Web Technologies: MVC 4.0
6. Internet Information services: IIS 8.5 or above
7. Database: SQL Server 2008 R2
8. MD CRIS Languages
 1. Language used for MD CRIS and BCDS maintenance, development, and operations: **MVC with MS Visual Studio**
 2. Programming language: **C# Dot Net**
 3. Database language: **TSQL (MS SQL Server)**
 4. Communications language (data transfer between web application and database): **OLE DB**

2.2.5 Existing Data/Content Management

A. Database Backup:

1. All database backups are configured with Carbonite hot backup tool. When a backup is created, Carbonite hot backup tool uploads to cloud storage the backup file.
2. The database backup is scheduled to run daily from 12:00 AM to 11:59 PM.
3. The database is backed up every hour.

4. Each backup image file is kept for 15 days on the local server.
5. The file names of the database backup are Maryland_Conv, Maryland_BCDS, and Report Server.

2.2.6 Existing Reporting

- A. Disaster Recovery Plan
- B. System Security Plan (SSP)

2.2.7 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager, SBE will also provide:

- A. A Technical Project Manager, who will be responsible for monitoring the daily activities of the TO Agreement and providing technical guidance to the Contractor, and
- B. An Assistant TO Manager, who will be responsible for the day to day planning and issue management resolution.

2.3 TO Contractor's Requirements

2.3.1 Planning

2.3.1.1 The TO Contractor shall work with SBE to schedule an in-person meeting prior to taking over responsibility for the MD CRIS to meet with SBE Campaign Finance Division personnel to create the initial Annual Work Plan. The joint planning meeting for 2019 shall occur in May 2019. The TO Contractor and the Application Contractor shall jointly plan and facilitate an annual planning meeting in May of each subsequent year to define and schedule any changes required for the hosting and security requirements.

2.3.1.2 All planning meetings shall occur at SBE's offices in Annapolis, Maryland unless a conference call is conducted with SBE's permission.

2.3.1.3 Database Transfer

2.3.1.3.1 The initial database transfer from the current Contractor shall be completed by the awarded Data Center (DC) TO Contractor. The DC TO Contractor shall complete the initial database transfer to the DC TO Contractor's system within 30 calendar days of NTP.

2.3.1.3.1.1 The DC TO Contractor shall perform a complete (100%) transfer of MD CRIS and BCDS data to the DC TO Contractor's system.

2.3.1.3.1.2 The DC TO Contractor shall conduct an audit of the data transfer and present to SBE verifiable evidence of the **full and accurate** transfer of MDCRIS data to the TO Contractor's system.

2.3.1.3.2 The DC TO Contractor shall correct any errors, duplications, omissions, or other discrepancies resulting **from the TO Contractor's transfer** of MD CRIS data to the TO Contractor's system, prior to receiving payment under the terms of the TORFP. Should the DC TO Contractor need to conduct successive data transfer processes to complete the MDCRIS database, these shall be at no cost to SBE.

2.3.2 Hosting

2.3.2.1 Data Center

2.3.2.1.1 Facility

2.3.2.1.1.1 The TO Contractor shall host the MD CRIS application in a secure facility, and establish, staff, operate, maintain, and provide equipment for a secure data center, which shall include a Network Operations Center (NOC) and a Security Operations Center (SOC).

2.3.2.1.1.2 The TO Contractor's data center shall meet the minimum NIST standards for a Tier 2 framework and provide:

- a) Fire suppression for electronic equipment, appropriate and permitted for use in Maryland or the host state;
- b) Redundant heat and humidity control (redundant HVAC);
- c) Uninterruptible power supply and backup generator; and
- d) Physical security and controlled access, including physical separation of the MD CRIS equipment using either a separate, secured room, or a secured cage within a shared server room.

2.3.2.1.2 Network Operations

2.3.2.1.2.1 The TO Contractor shall provide network operations and support, which shall include at a minimum:

- a) A data center with the capability to process the peak workload of the entire MD CRIS community (3,000 simultaneous users on MD CRIS and 1,500 simultaneous users on BCDS).
- b) 24/7/365 coverage by a Network Operations Center (NOC) within the data center. The NOC shall handle incidents that affect performance or availability.
- c) Connectivity and continuous access to MDCRIS functions, as described in the Service Level Agreement.
- d) Properly functioning intersystem online communication, connectivity, and file transport.
- e) Web server and web site support – hot fixes/patches, upgrades, configuration, setups and maintenance, human- and tools-based system and web-site performance and availability monitoring.
- f) Optimal bandwidth and data center server load balancing, especially during campaign finance reporting periods.
- g) Architecture and component monitoring.

2.3.2.1.3 Security Operations

2.3.2.1.3.1 The TO Contractor shall provide security operations and support, which shall include at a minimum:

- a) Immediate notification to the SBE Technical Project Manager, or in the TPM's absence, the TO Manager of any detected attempts at system intrusion.

- b) 24/7/365 coverage by a Security Operations Center (SOC). The SOC shall handle those incidents that affect the security of information assets.
- c) Multi-level and current security, using firewall, cloud cybersecurity, intrusion detection, intrusion prevention, network device discovery, and other measures to provide defense-in-depth.
- d) Automated security monitoring and log review.
- e) Server and database Monitoring.
- f) Application server support – anti-virus monitoring and signature updates.

2.3.3 Security and Risk Management

- 2.3.3.1 With the permission of SBE and after testing in a test environment, the TO Contractor shall install monthly security patches and updates and any off-cycle critical security patches and updates.
- 2.3.3.2 The TO Contractor shall conduct automated log analysis and use artificial intelligence/machine learning tools or other real-time analytics to monitor MD CRIS. The TO Contractor shall provide, an automated log and security review software/appliance that will cover all traffic from all nodes of the MD CRIS network.
 - 2.3.3.2.1 The TO Contractor shall monitor foreign IP addresses that are attempting to access MD CRIS.
 - 2.3.3.2.2 The TO Contractor shall maintain the log and security review mechanism and refresh it according to standards issued by the Maryland Department of Information Technology (DoIT), which can be found at <http://doit.maryland.gov/support/pages/securitypolicies.aspx>.

2.3.4 Technical Support

- 2.3.4.1 When a technical issues requires additional troubleshooting, “Technical Support” shall be provided by the TO Contractor NOC or SOC, as applicable.
- 2.3.4.2 Technical Support shall be available during Normal State Business Hours, unless SBE notifies the TO Contractor in advance of extended hours for limited days (0 – 7 days).
- 2.3.4.3 TO Contractor Personnel providing technical support shall comply with the State’s IMP (i.e., calls shall not be sent to a general queue).
- 2.3.4.4 TO Contractor shall respond to non-emergency IT service requests and calls for emergency service of the system, disruption of hosting services, or confirmed or suspected security breach issues (see Section 2.6 Service Level Agreement) within the time specified in the table in Section 2.6.2.
- 2.3.4.5 The State shall be provided with information on hosting problems encountered at other locations, along with the solution to those problems, when relevant to the State.
- 2.3.4.6 The TO Contractor shall resolve all problems in responsibility areas, formally documented and reported, in data center performance, malfunction, or incompatibility with third-party software or operating system software and interoperability with the MD CRIS Application.
- 2.3.4.7 The Technical Project Manager shall review and approve all corrective actions before the TO Contractor implements the recommended actions.

- 2.3.4.8 The TO Contractor shall resolve any SBE-reported issues and report to the TO Manager and the Technical Project Manager the resolution.

2.3.5 Deliverables

The TO Contractor shall be responsible for submitting to SBE the deliverables listed in **Section 2.4.5**.

2.3.6 Disaster Recovery and Data Backup

The following requirements apply to the TO Agreement:

2.3.6.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability (server redundancy), and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall use Cloudflare or Google services for protection against DDoS attacks.
- C. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- D. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within four (4) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- E. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- F. Such contingency and DR plans shall be available for the Agency to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.
- G. The Offeror shall include the proposed DR equipment and service levels. The service levels shall include both the proposed recovery time and the recovery point.

2.3.6.2 Data Backup

The TO Contractor shall:

- A. Perform incremental backups of the web, application, and database servers every five (5) minutes, on a daily basis, and on a monthly basis;
- B. Retain daily backups for one (1) month;
- C. Retain monthly backups for 14 months;
- D. Store daily backups on a cloud-based backup solution;

- E. Maintain a Recovery Point Objective (RPO) of one (1) hour during peak usage time and a Recovery Time Objective (RTO) of four (4) hours during peak usage times;
- F. Maintain one annual backup for at least 14 months;
- G. Encrypt the backups using a shared key; and
- H. Perform a backup recovery at least monthly during election years and quarterly during non-election years.

2.3.6.3 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to SBE, in an industry standard/non-proprietary format:
 - 1) Within twenty-four (24) hours, perform a full or partial import or export of State data;
 - 2) Provide to SBE the ability to import/export data at will; and
 - 3) Provide SBE with any access and instructions to enable SBE to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

2.3.6.4 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

2.3.7 Provisions in Sections 2.3.6.1 – 2.3.6.4 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 2.3.6.1 – 2.3.6.4 (or the substance thereof) in all subcontracts.

2.3.8 TO Contractor-Supplied Hardware, Software, and Materials

The TO Contractor is responsible for the acquisition and operation of all hardware, software (including licenses), and network support related to the services being provided and shall keep all software current.

- A. The TO contractor shall own the equipment and be responsible for maintaining and refreshing it according to standards issued by the Maryland DoIT, which can be found at <http://doit.maryland.gov/support/pages/securitypolicies.aspx>.

- B. The TO Contactor shall provide all upgrades and security updates at no additional cost.
- C. The TO Contractor shall provide a test environment to validate upgrades before the upgrades are used in the production environment.
- D. The TO Contractor shall not implement the upgrades in production without SBE approval.
- E. The TO Contractor shall provide and maintain manufacturer warranties for all equipment. Any warranty period for goods and services will not commence until acceptance of the products or services by the Agency.
- F. All hardware shall comply with industry standards.
- G. Notwithstanding anything to the contrary, the TO Contractor shall replace, at no additional cost to the State, all items that are defective or out of warranty.

2.3.9 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

The TO Contractor shall ensure adherence and remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: **SDLC**;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: **Security Policy**;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.10 Product Requirements

- 2.3.10.1 As described in Section 3.6 Security Requirements, any processing or storage of data outside of the continental U.S. is prohibited.
- 2.3.10.2 Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under Section 5.4.2.J.2. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- 2.3.10.3 The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.
- 2.3.10.4 In addition to any notices of renewal sent to the Agency, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

2.3.11 Maintenance and Support

Maintenance and support are defined as follows:

- A. Maintenance commences after the transition of data from the current contractor to the new data center. The TO Contractor shall submit a report of all the records received and imported into the new system, which should match what was transferred to them by the current contractor. SBE will approve the count of the records, upon successful completion of the data transfer.
- B. For the first year and all subsequent Task Order years, the following services shall be provided for the current version provided with the Deliverables, commencing upon the transition of data from the current contractor to the new data center:
 - 1) *Material Defects.* TO Contractor shall notify the State immediately of any material errors or defects in the Deliverables known, or made known to TO Contractor from any source during the life of the Task Order that could cause a security lapse, no connectivity for access to MD CRIS, the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 2) *Updates.* TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as “Updates”) for any security features, patches, updates or upgrades developed or published by the TO Contractor and made available to its other customers.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:
<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager’s discretion, the TO Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable.
- C. Once accepted and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.3. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. 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.

2.4.3 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.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. 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.

2.4.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Table 1: Deliverable Description and Due Dates

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.A	Draft System Transition Management Plan (STMP)	An accepted plan for the transition of web hosting and security monitoring of MD CRIS	With Technical Proposal
2.4.4.B	Transition Status Reports	Reports that satisfy the requirements of the TORFP.	Weekly during transition period; monthly during first year after transition period; TBD for subsequent years
2.4.4.C	Hosting and Data Center Operations and Maintenance for MD CRIS	The site is fully functional with the appropriate access.	Monthly- 1 st of every month
2.4.4.D	MD CRIS Network Administration and Support	The NOC is fully functional (see SLA).	Monthly- 1 st of every month
2.4.4.E	MD CRIS Security Monitoring and Log Review	The SOC is fully functional (see SLA).	Monthly- 1 st of every month
2.4.4.F	Risk Management Plan	An accepted plan that identifies and mitigates risks to the hosting and security of MD CRIS	Annual- 1 st of February
2.4.4.G	Asset Management Plan	A plan demonstrating the requirements set forth in the TORFP	Annual- 1 st of February
2.4.4.H	Controls Management Plan	A plan demonstrating the requirements set forth in the TORFP	Annual -1 st of February
2.4.4.I	Configuration and Change Management Plan	A plan demonstrating the requirements set forth in the TORFP	Monthly- 1 st of every month
2.4.4.J	Vulnerability Management Plan	A plan demonstrating the requirements set forth in the TORFP	Annual- the 1 st of February
2.4.4.K	Incident Management Plan	A plan demonstrating the requirements set forth in the TORFP	Annual- the 1 st of February
2.4.4.L	Service Continuity Management Plan	A plan demonstrating the requirements set forth in the TORFP	Annual- the 1 st of February

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.M	System Security Plan (SSP)	A plan demonstrating the requirements set forth in the TORFP	Annual- the 1st of February
2.4.4.N	Annual Work Plan	A plan demonstrating the requirements set forth in the TORFP	Annual- the 1st of February
2.4.4.O	Disaster Recovery Plan	A plan demonstrating the requirements set forth in the TORFP	Annual- the 1st of February
2.4.4.P	Deliverable and Payment (D&P) Schedule	A schedule for deliverable submission, as defined in the TORFP	Annual- the 1st of February
2.4.4.Q	Service-Level Agreement (SLA) Report	A report demonstrating the requirements set forth in the TORFP	Monthly- 1 st of every month
2.4.4.R	Automated Security and Log Review	Report indicating the user activity on the website	Monthly- 1 st of every month
2.4.4.S	SOC 2 Type 2 Audit Report	A report demonstrating the requirements set forth in the TORFP	Annual- the 1st of February

2.4.5 Deliverable Requirements

2.4.5.1 System Transition Management Plan (STMP)

The TO Contractor shall:

- 2.4.5.1.1 **Submit a draft STMP with the Technical Proposal;**
- 2.4.5.1.2 Incorporate feedback from SBE before submitting the final STMP; and
- 2.4.5.1.3 Submit a final STMP within 15 calendar days of receiving SBE feedback that:

- a) Provides a qualified management approach and ability to control and deliver the requirements of this TO;
- b) Includes an organization chart showing the staff the TO Contractor will assign to work on the move to the new data centers and data center ongoing operation and maintenance, including each person's name, position title, and duties assigned.
- c) Details the steps the TO Contractor will take to transition MD CRIS from the current hosting environment to the TO Contractor's hosting environment and the scheduled dates for each step; and
- d) Provides a detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s), including MBE subcontractors.

2.4.5.1.4 The plan shall cover the time from NTP to taking full responsibility for hosting and security of MD CRIS.

2.4.5.1.5 The TO Contractor shall incorporate any feedback from SBE before submitting the final STMP.

2.4.5.1.6 After NTP and approval by the TO Manager, the TO Contractor shall implement the STMP.

2.4.5.1.7 The TO Contractor shall work closely with the current Contractor, the AP TO Contractor, and SBE to ensure a transition of responsibilities within 60 days of NTP.

2.4.5.1.8 The TO Contractor shall meet weekly with SBE during the transition period and provide a written report of progress made and project risks or issues impeding transition, in a format acceptable to SBE.

2.4.5.1.9 For the first year following transition, the TO Contractor shall meet and provide monthly status reports of progress, risks and issues. SBE shall set a schedule for meetings and reports for years following the first year.

2.4.5.2 Transition Status Reports

2.4.5.2.1 The TO Contractor shall meet weekly with SBE during the transition period and provide a written report of progress made and project risks or issues impeding transition, in a format acceptable to SBE.

2.4.5.2.2 For the first year following transition, the TO Contractor shall meet and provide monthly status reports of progress, risks and issues. SBE shall set a schedule for meetings and reports for years following the first year.

2.4.5.3 Annual Work Plan

The Annual Work Plan shall include a schedule for planned upgrades to data center equipment or software, the timing of maintenance activities, and the SLA for services covered under this TO. The TO Contractor shall:

2.4.5.3.1 Submit a draft Annual Work Plan at the scheduled annual meeting;

2.4.5.3.2 Incorporate any feedback from SBE before submitting the final Annual Work Plan; and

2.4.5.3.3 Submit a final Annual Work Plan within 15 days of receiving SBE feedback.

2.4.5.4 Deliverable and Payment (D&P) Schedule

- 2.4.5.4.1 The TO Contractor shall present a deliverable and payment schedule with the Financial Proposal for monthly deliverables based on the monthly development schedule defined in the TORFP. **No billing or pricing information shall be included in the Technical Proposal.**

2.4.5.5 Service-Level Agreement Monthly Report

- 2.4.5.5.1 The TO Contractor shall provide a Service-Level Agreement (SLA) Monthly Report on a monthly basis (see **Section 2.6**).

2.4.5.6 SOC 2 Type 2 Audit Report

- 2.4.5.6.1 The TO Contractor shall obtain a SOC 2 Type 2 Audit and provide the SOC 2 Type 2 Audit Report to SBE on an annual basis (see **Section 3.7**).

2.4.5.7 System Security Plan (SSP)

The System Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement. The TO Contractor shall:

- 2.4.5.7.1 Protect State data according to a written security policy (“System Security Plan”);
- 2.4.5.7.2 Ensure that its System Security Plan is no less rigorous than the State’s System Security Plan;
- 2.4.5.7.3 **Submit a draft System Security Plan with the Technical Proposal;**
- 2.4.5.7.4 Incorporate any feedback from SBE before submitting a final System Security Plan;
- 2.4.5.7.5 Submit a final System Security Plan within 30 days of NTP; and
- 2.4.5.7.6 Submit an updated System Security Plan by February 1st of each year.
- 2.4.5.7.7 The System Security Plan shall:
- 2.4.5.7.7.1 State how system access in the proposed solution will be managed.
- 2.4.5.7.7.2 Describe the location of any data processing or data storage.
- 2.4.5.7.7.3 Describe security at all layers of the solution—application, server, database, data exchange, and network security, and how all have the ability to manage access and privileges.
- 2.4.5.7.7.4 Describe how security measures will protect data for the entire data life cycle, ensuring that data remains protected for as long as it is in the control of the vendor and, when required, is securely destroyed.
- 2.4.5.7.7.5 Describe how the proposed solution will meet or exceed compliance with all state-level security requirements. (The TO Contractor shall provide their security policies, standards, and guidelines at SBE’s request.)
- 2.4.5.7.7.6 Describe how encryption will be implemented for data “at-rest” and “in-transit.”
- 2.4.5.7.7.7 Describe how User Access Management will be handled.

- 2.4.5.7.7.8 Describe how multi-level security and backup is provided for the data in the system.
- 2.4.5.7.7.9 Describe your process for notifying SBE in the event of a cybersecurity breach of the system or other unauthorized access immediately.
- 2.4.5.7.7.10 Describe any reservations with State officials performing due diligence and conducting independent security risk assessments (including third-party security assessments).
- 2.4.5.7.7.11 Include a plan for the following reporting:
 - A. Risk Assessment Reporting
 - B. Vulnerability Scan Reporting
 - C. Incident Response Reporting
 - 1. The incident response lifecycle is outlined in NIST SP 800-61, Computer Security Incident Handling Guide and includes four (4) steps:
 - a. Preparation,
 - b. Detection and analysis,
 - c. Containment, eradication and recovery, and
 - d. Post incident activity.
 - e. Security Incident Case Reporting
 - f. User/Administrator Reporting
 - g. Audit Reporting
 - h. Denial of Service (DOS) Attack Reporting

2.4.5.8 Asset Management Plan (AMP)

The Asset Management Plan (AMP) shall demonstrate how the TO Contractor will identify, document, and manage assets during their lifecycle to ensure sustained productivity in support of MD CRIS critical services. The TO Contractor shall:

- 2.4.5.8.1 Submit a draft AMP within 30 calendar days of the NTP;
- 2.4.5.8.2 Incorporate any feedback from SBE before submitting a final AMP; and
- 2.4.5.8.3 Submit a final AMP within 30 calendar days of the draft AMP.

2.4.5.9 Controls Management Plan (CMP)

The Controls Management Plan (CMP) shall identify, analyze, and manage controls in the operating environment in support of MD CRIS. The TO Contractor shall:

- 2.4.5.9.1 Submit a draft CMP within 30 calendar days of the NTP;
- 2.4.5.9.2 Incorporate any feedback from SBE before submitting the final CMP; and
- 2.4.5.9.3 Submit a final CMP within 30 calendar days of the draft CMP.

2.4.5.10 Configuration and Change Management Plan (CCMP)

The CCMP shall establish the processes to ensure the integrity of assets using change controls and audits in support of MD CRIS. The TO Contractor shall:

- 2.4.5.10.1 Submit a draft CCMP within 60 calendar days of the NTP;
- 2.4.5.10.2 Incorporate any feedback from SBE before submitting the final CCMP; and
- 2.4.5.10.3 Submit a final CCMP within 30 calendar days of the draft CCMP.

2.4.5.11 Vulnerability Management Plan (VMP)

The Vulnerability Management Plan (VMP) shall identify, analyze, and manage operating environment vulnerabilities in support of MD CRIS. The TO Contractor shall:

- 2.4.5.11.1 Submit a draft VMP within 60 calendar days of the NTP;
- 2.4.5.11.2 Incorporate any feedback from SBE before submitting the final VMP; and
- 2.4.5.11.3 Submit a final VMP within 30 calendar days of the draft VMP.

2.4.5.12 Incident Management Plan (IMP)

The Incident Management Plan (IMP) shall analyze and manage incidents in the MD CRIS operating environment. The TO Contractor shall:

- 2.4.5.12.1 Submit a draft IMP within 90 calendar days of the NTP;
- 2.4.5.12.2 Incorporate any feedback from SBE before submitting the final IMP; and
- 2.4.5.12.3 Submit a final IMP within 30 calendar days of the draft IMP.

2.4.5.13 Service Continuity Management Plan (SCMP)

The Service Continuity Management Plan (SCMP) shall ensure the continuity of essential operations and hosting if a disruption in service occurs as a result of an incident, disaster, or other disruptive event. The TO Contractor shall:

- 2.4.5.13.1 Submit a draft SCMP within 120 calendar days of the NTP;
- 2.4.5.13.2 Incorporate any feedback from SBE before submitting the final SCMP; and
- 2.4.5.13.3 Submit a final SCMP within 30 calendar days of the draft SCMP.

2.4.5.14 Risk Management Plan (RMP)

The Risk Management Plan (RMP) shall analyze and mitigate risks to critical services, hosting, and security in support of MD CRIS. The TO Contractor shall:

- 2.4.5.14.1 Submit a draft RMP within 30 calendar days of the NTP;
- 2.4.5.14.2 Incorporate any feedback from SBE before submitting the final RMP; and
- 2.4.5.14.3 Submit a Final RMP within 30 calendar days of the draft RMP.

2.4.5.15 Disaster Recovery Plan

The TO Contractor shall:

- 2.4.5.15.1 Submit a draft Disaster Recovery Plan with the technical proposal;
- 2.4.5.15.2 Incorporate any feedback from SBE before submitting the final Disaster Recovery Plan; and
- 2.4.5.15.3 Submit a Final Disaster Recovery plan within two (2) weeks of receiving SBE feedback.

- 2.4.5.15.4 The TO Contractor shall implement disaster recovery and business continuity for MD CRIS according to DoIT standards, which can be found at <http://doit.maryland.gov/Publications/stateofmarylanddisasterplanning.pdf>. See Section 2.3.6 for additional guidance on the Disaster Recovery Plan.

The TO Contractor's plan shall include:

- 2.4.5.15.5 Incremental and nightly backup for restoration of applications and data in the event of site failure;
- 2.4.5.15.6 Automated alerts if the system is down;
- 2.4.5.15.7 Redundancy in servers; and
- 2.4.5.15.8 Working with the AP TO Contractor to ensure the effectiveness of the MD CRIS disaster recovery measures.
- 2.4.5.15.9 The TO Contractor shall maintain and fully test its Disaster Recovery Plan at least once a quarter.

2.5 Change Orders

- 2.5.1 If the TO Contractor is required to perform work beyond the scope 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.
- 2.5.2 No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

2.6 Service Level Agreement

2.6.1 Definitions

- A. A "Problem" is defined as any situation or issue reported via SBE staff in writing (through email or incident reporting system) that is related to the system operation or security that is not an enhancement request.
- B. "Escalation" is defined as the period of time from when the TO Contractor first detects a security incident, database breach, or other critical performance issue, to the time the TO Contractor reports the issue to the SBE TO Manager and SBE Technical Project Manager by phone and by email. In case of live security incidents, database breaches, and Denial of Service (DoS) attacks, the TO Contractor will first engage the threat and ensure notification within minutes to SBE.
- C. "Problem resolution time" is defined as the period of time from when the SBE staff reports a problem to the TO Contractor by email (or via an incident reporting system) to when it is resolved.
- D. A "Security Incident" is defined as a violation or suspected violation of computer security policies, acceptable use policies, and standard security practices. Security incidents include database breaches and Denial of Service attacks,
- E. "Monthly Charges" are defined as the charges invoiced at the 1st of every month for web hosting and security monitoring.

2.6.2 SLA Requirements

The Campaign Finance Division administers a mission-critical function of the State Board of Elections. The importance of the continuous cyber-secure operation of MD CRIS, accuracy in the system's data and reports, and immediate access to users statewide cannot be overemphasized.

SBE requires a Service Level Agreement (SLA) with the TO Contractor for web hosting and security monitoring of MD CRIS. The SLA shall cover the period from transition through January 31, 2020. Annually thereafter, beginning in February 2020, the TO Contractor and SBE shall review, modify as needed, and renew the SLA.

The following SLA represents the minimum level of service SBE expects from the TO Contractor. The TO Contractor shall respond to the SBE-proposed SLA with a TO Contractor-proposed SLA, which will expand upon and offer modifications to the SLA proposed by SBE. Following the NTP, the TO Contractor shall meet with the TO Manager to resolve the specifics of the SLA in order to ensure that the support needs of the Agency are met.

- A. The TO Contractor's SLA proposal shall address the following:
- 1) Response to SBE calls for assistance. See the Incident Impact Level table below.
 - 2) Data Center services: hardware, daily operations, security, and network administration.
 - 3) Triage of "System-Down" events. The TO Contractor shall implement a method for prioritizing and repairing reported problems, to ensure optimal use of TO Contractor resources throughout the Task Order term. The order of priority shall be based on Impact Level, as displayed in the table below.
 - 4) Notification of SBE. Within five (5) minutes of detection by the TO Contractor or notification of any cybersecurity incident, data breach, or other failure involving a data center component, the network, a state agency interface, or the MD CRIS website, the TO Contractor shall notify the SBE TO Manager, the TO Technical Project Manager, and the Application (AP) TO Contractor by telephone. In the case of a live (ongoing) security incident, database threat, or Denial of Service attack, the TO Contractor will first engage the threat and ensure notification of SBE within minutes. Follow up e-mails on the progress of repair shall be sent to the TO Manager, the TO Technical Project Manager, and the AP TO Contractor. In the event of a cybersecurity breach or other unauthorized access, the TO Contractor shall cooperate with any consequential investigation, response, and mitigation.
 - 5) Coordination of operations and maintenance with the MDCRIS AP TO Contractor.
 - 6) Technical support resolution rates. For this system, a standard of 90% first call/first visit resolution of technical issues presented by SBE Campaign Finance staff is required; this is exclusive of fixes requiring parts to be purchased. Failure to maintain this rate will result in a reduction of monthly payments for the technical support deliverable, on a percent by percent basis. Falling below 85% first call/first visit resolution will be basis for replacement of the technical support staff or sub-contractor.
 - 7) MD CRIS availability statewide of 99% of total time outside of SBE pre-approved downtimes. Calculation will be based on hours of availability required for that month on the Peak Support Calendar provided by SBE.
 - 8) Tape backups and successful completion of backups of all datasets on a daily, weekly and monthly schedule. Backup success of 99% is expected.

- 9) Backup window is not exceeded. On-time backup completion of 99% is expected.
 - 10) Quarterly testing to validate that backups can be used to restore either individual data elements or the entire system. Backup validations of 100% are expected.
 - 11) Use of a TO Contractor-supplied incident reporting software to log problems and assign an initial Impact Level (High, Moderate, Low, No Business Impact). The Agency shall make the final determination of the severity of the incident.
 - 12) Review and approval from the TO Manager or the Technical Project Manager of any proposed remediation plan and relevant target dates.
 - 13) Updating the incident reporting software to reflect the steps taken to resolve all problems.
 - 14) Notification via e-mail of the TO Manager and other designated individuals when a problem is resolved.
- B. SBE reserves the right to modify the TO Contractor’s proposed SLA. The TO Contractor’s SLA shall be reviewed and updated annually during the Annual Work Plan meetings discussed in Section 2.3.1.
- C. Incidents shall be addressed in the order of the Impact Levels, and within the Escalation and Resolution timeframes, in the table below.
- D. The TO Contractor’s SLA shall be reviewed and updated annually during the Annual Work Plan meetings discussed in Section 2.3.1.

Table 3: Incident Impact Level

Impact Level	Impact	Escalation (Business Hours)	Resolution Time (Business Hours)	Resolution Time (Outside of Business Hours)
1	High Business Impact Example: Security incidents and Issues that result in denying access to functionality to SBE Campaign Finance (CF) staff or Campaign Committees in the State	Immediate	Within four (4) hours	Within twelve (12) hours*
2	Moderate Business Impact Example: Issues that result in denying access or critical functionality to the BCDS module	Within one (1) hour	Within twelve (12) hours	Within one (1) business day

Impact Level	Impact	Escalation (Business Hours)	Resolution Time (Business Hours)	Resolution Time (Outside of Business Hours)
3	Low Business Impact Example: issues that deny functionality to a single user	Within one (1) business day	Within next two (2) business days	Within next two (2) business days
4	No Business Impact Example: Network is 100% functional, but assistance is required in the configuration or use of the network	Within one (1) business day	Within next two (2) business days	Within next three (3) business days

*Resolution time for High Business Impact events during election periods (outside of business hours) shall be within 7 hours.

2.6.3 SLA Effective Date (SLA Activation Date)

The SLA shall be in effect beginning with the commencement of monthly services, as of the completion of the transition period, which is defined as the transition of services and verification of data transfer to the TO Contractor.

2.6.4 SLA Reporting

- A. **SLA Monthly Report.** To allow SBE to monitor performance under the Task Order, the TO Contractor shall propose and SBE shall concur on the content of an SLA Monthly Report (Summary and Detail reports). This report will be sent by the TO Contractor to SBE in an electronic format approved by SBE. The SLA Monthly Report is due by the 5th calendar day after month-end. After reviewing the report, SBE may request changes in operating practices or SLA Monthly Report content, in order to improve management.
 - 1) *Deliverable Status.* The SLA Monthly Report is due monthly to the TO Manager shall contain the following information for the deliverables in the TO year and any added Work Orders:
 - a) Date report submitted;
 - b) TO title and number;
 - c) Agency name and contact information (TO Manager);
 - d) TO Contractor name and contact information;
 - e) Inclusive dates of work performance;
 - f) Tasks completed during the month;
 - g) Status of open tasks (partially completed deliverables);
 - h) Status of any associated deliverables;

- i) Outstanding issues and resolution status; and
 - j) Tasks planned for the subsequent period.
- 2) *Data Center Operations.* For performance management purposes, the TO Contractor shall provide information on MD CRIS statewide operations to the TO Manager in the monthly SLA report. This information will be used to validate if the system is performing according to the requirements of the Task Order, and may also be used by the TO Contractor to pinpoint, troubleshoot, or prevent problems within the application or infrastructure. At a minimum, the SLA Report will include for the reporting period:
- a) Data Center website hosting uptime, downtime and reason, incidents, maintenance, and equipment replacement;
 - b) Data Center unscheduled downtimes, replication issues, failed backups, equipment failures, other, and corrective actions taken;
 - c) Traffic monitoring metrics, including bandwidth peak usage on website, hours of peak usage, which modules have usage, notification of routing problems, individual transaction response times, CPU usage by module (e.g., report generation), access issues, source of any network bottlenecks, incidents of system-wide degradation and cause or function involved (e.g., improper setup of large report query), and both open and closed incident tickets;
 - d) Storage and need projections;
 - e) Results of disaster recovery tests performed and any findings related to MD CRIS;
 - f) Data backups performed;
 - g) Technical support actions taken; and
 - h) Open tasks, including a description of the task, the location of the work to be performed, the systems affected, and the status of each task.
- 3) *Security Incidents.* The TO Contractor shall provide information on MD CRIS security incidents to the TO Manager in the monthly SLA report.
- a) Dates, numbers, types, and severity of security incidents, including Denial of Service (DOS) attacks;
 - b) Data breaches attempted and degrees of success;
 - c) Access or attempted access by foreign IP addresses;
 - d) Risk assessment findings; and
 - e) Vulnerability scan results.
- B. SBE also intends to establish an SLA with the MD CRIS AP TO Contractor that includes application incident response services. The SLA will require the AP TO Contractor to notify the Data Center TO Contractor by telephone and e-mail when entering a trouble ticket relating to website or network issues.

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3 TO Contractor Requirements: General

3.1 Task Order Initiation

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.

3.2 End of Task Order Transition

- 3.2.1 The TO Contractor shall provide transition assistance as requested by SBE to facilitate the orderly transfer of services to the State or a subsequent contractor.
- 3.2.2 The TO Contractor shall provide transition assistance for up to 60 days prior to Task Order end date, or the termination thereof.
- 3.2.3 The TO Contractor's transition assistance services may include, but are not limited to:
 - A. Providing a draft transition plan no later than 120 calendar days before the TO is complete;
 - B. Providing additional services and/or support as requested to successfully complete the transition;
 - C. Maintaining the services called for by the Task Order at the required level of proficiency;
 - D. Providing updated system documentation, as appropriate; and
 - E. Providing current operating procedures (as appropriate).
- 3.2.4 The TO Contractor shall follow the direction of the TO Manager in its work toward a prompt and timely transition. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
- 3.2.5 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- 3.2.6 The transition plan required in Section 3.2.3A shall include:
 - A. Any staffing concerns or issues related to the closeout of the TO;
 - B. Communications and reporting process between the TO Contractor, SBE and the TO Manager;
 - C. Security and system access review and closeout;
 - D. Any hardware/software inventory or licensing, including transfer of any point of contact for required software licenses to the Agency or a designee;
 - E. Any final training/orientation of Agency staff;
 - F. Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - G. Knowledge transfer, to include:
 - 1. A working knowledge of the current system environments as well as the general business practices of the Agency;

2. Review with the Agency the procedures and practices that support the business process and current system environments;
 3. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
 4. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
 5. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- H. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- I. Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- 3.2.7 The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- 3.2.8 The TO Contractor shall provide copies of any current daily and weekly back-ups to the Agency or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- 3.2.9 Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.5**.

3.2.10 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager. Email address will be provided following contract award.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1. TO Contractor name and address;
 - 2. Remittance address;
 - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4. Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5. Invoice date;
 - 6. Invoice number;
 - 7. State assigned TO Agreement number;
 - 8. State assigned (Blanket) Purchase Order number(s);
 - 9. Goods or services provided;
 - 10. Amount due; and
 - 11. Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.

- F. The Agency reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Agency with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Agency, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Agency.
- B. For items of work for which there is annual pricing, see **Attachment B** – TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal response.

3.3.4 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

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

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order

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

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7 Retainage

The TO Contractor shall invoice SBE monthly. SBE will pay the amount properly invoiced, based on the Annual Deliverable and Payment Schedule, less 10 percent (%). The TO Manager will retain the 10 percent (%) amount, should the deliverable(s) be deemed unsatisfactory.

3.4 Liquidated Damages

MBE Liquidated damages are identified in **Attachment M**.

This solicitation does not require additional liquidated damages.

3.5 Insurance Requirements

3.5.1 The Offeror shall maintain the insurance policies incorporated into its Master Contract (*see* Master Contract, Section 2.7) for the period of the TO.

3.5.2 Cybersecurity/Data Breach Insurance

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cybersecurity / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

3.6 Security Requirements

3.6.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on SBE's premises. Upon request of authorized SBE personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being escorted at all times and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order if SBE, in its sole discretion, determines that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. SBE 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 Task Order.

- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation 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.

3.6.2 Security Clearance / Criminal Background Checks

- A. Maryland Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. The TO Contractor's personnel performing services under this TO may be subject to random security checks during entry and exit of State-secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Appendix 3) within 45 days of NTP.

3.6.3 On-Site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.4 Information Technology

The TO Contractor shall:

- A. Implement administrative, physical, and technical safeguards to protect State data. These safeguards shall not be less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.6.5**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor and its personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:
www.doit.maryland.gov/support/pages/securitypolicies.aspx

3.6.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework (<https://www.nist.gov/framework>).

- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
- 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in this section..
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor's systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor's system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
 - 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Agency shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, “deny all” and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 14) Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

- 16) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter; evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity; and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.6.6 Access to Security Logs and Reports

- A. For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, automated user access history and security logs for all State files related to this Task Order.

3.6.7 Security Incident Response

- A. The TO Contractor shall notify the Agency in accordance with requirements **A-D of this section** when any TO Contractor system that may access, process, or store State data or State systems experiences a security incident or a data breach.
 - 1) The TO Contractor shall notify the Agency within:
 - a) Thirty (30) minutes of the discovery of an actual or suspected security incident;
 - b) Thirty (30) minutes if there is a threat to TO Contractor's solution as it pertains to the use, disclosure, and security of State data; and
 - c) Thirty (30) minutes after TO Contractor's discovery of unauthorized use or disclosure of State data, and thereafter, all information the State (or Agency) requests concerning such unauthorized use or disclosure.
 - 2) The TO Contractor shall first provide notice verbally and immediately follow up the verbal notice with written or electronic correspondence.
 - 3) The TO Contractor shall provide notice to the TO Manager, the Assistant TO Manager, or the Technical Project Manager.
- B. TO Contractor's notice shall identify:
 - 1) the nature of the unauthorized use or disclosure, or security incident;
 - 2) the State data used or disclosed;
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - 6) any other information, including a written report, as requested by the State.

- C. Upon approval of SBE, the TO Contractor is authorized to share with outside entities information about a security incident. These outside entities may include law enforcement, media, and external expertise, defined by law or contained in the TO Agreement. Discussing security incidents with SBE shall be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The TO Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Agency) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.6.8 Data Breach Responsibilities

- A. If the TO Contractor has reason to believe or has actual knowledge of a data breach or other suspicious behavior, the TO Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate TO Manager within one (1) hour by telephone and email in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with SBE and any entity assisting SBE to investigate and resolve the data breach;
 - 3) Upon approval of SBE, promptly implement commercially reasonable remedial measures to remedy the data breach; and
 - 4) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken, to make changes in business practices in providing the services.
- B. If a data breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) all corrective actions.

3.6.9 Additional security requirements may be established in a Task Order and/or a Work Order.

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

3.6.11 Provisions in Sections 3.6.1 – 3.6.11 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.6.1-3.6.11 (or the substance thereof) in all subcontracts.

3.7 SOC 2 Type 2 Audit Report

3.7.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.

- 3.7.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor’s handling Sensitive Data and/or the Agency’s critical functions.
- A. The audit shall be performed in accordance with *Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality, or Privacy* (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization. If the TO Contractor proposes another other audit standards, the Agency shall pre-approve the standards.
 - B. The audit shall assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:
 - 1) The audit shall be a SOC 2 Type 2 Audit. (“SOC 2 Audit” or “SOC 2 Report”).
 - 2) The initial and all subsequent SOC 2 audits shall be scheduled and completed within a timeframe to be specified by the State at the annual work plan meeting, and submitted to the TO Manager.
 - 3) The SOC 2 Audit shall report on TO Contractor’s system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in Section 3.6, relevant to the following trust principles: Security, Availability, Processing Integrity, Confidentiality, and/or Privacy.
 - 4) If the independent audit firm notifies the TO Contractor of an issue that jeopardizes the availability and integrity of the system, the TO Contractor shall notify the TO Manager within 24 hours of receiving the notice from the audit firm.
 - 5) Within 10 days of receiving a final SOC 2 Audit report, the TO Contractor shall provide to the TO Manager the final SOC 2 Audit.

3.8 Substitution of Personnel

3.8.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.

- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.8.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.8.2 Substitution Prior to and 30 Days after Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.8.3 Substitution More Than 30 Days after Task Order Execution

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

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

3.9 Minority Business Enterprise (MBE) Reports

There is a 10% MBE Participation Goal for this Task Order.

3.9.1 MBE Participation Reports

- 3.9.1.1 Agency will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.
- 3.9.1.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

The TO Contractor shall submit the following reports by the 15th of each month to the Agency at the same time the invoice copy is sent:

- 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- 3.9.1.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15th of each month.
 - 3.9.1.4 Subcontractor reporting shall be sent directly from the subcontractor to the Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

3.10 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.11 Additional Clauses

3.11.1 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+ TORFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- B. Material costs shall be passed through with no mark-up by the TO Contractor;
- C. Non-Visual Access
- D. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

3.11.3 Contract Management Oversight Activities

- A. 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 Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. 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.

3.11.4 Source Code Escrow

Source code Escrow does not apply to this Task Order.

3.11.5 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.11.6 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- E. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.11.7 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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4 TORFP INSTRUCTIONS

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Agency will make a reasonable effort to provide such special accommodation.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (D38B8400011 - Hosting and Security for the Maryland Campaign Reporting Information System), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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.

4.5 Oral Presentation

Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives with Key Personnel in attendance. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

There is a 10% MBE subcontractor participation goal for this procurement.

- 4.7.1 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 D** Minority Business Enterprise Forms). **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.**
- 4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.12 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.14 Non-Israel Boycott Certification

In preparing its bid or offer on this project, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refuses to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Offeror also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation or contract for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or offer submitted by the Offeror on this project, and terminate any contract awarded based on the bid or offer.

4.15 Iranian Non-Investment

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

4.16 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.17 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.18 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.19 Small Business Reserve (SBR) Set-Aside

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

4.20 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). 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.

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.

5.3.4 E-mail submissions

A. All TO Proposal e-mails shall be sent with password protection.

B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to SBE upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

F. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- G. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- H. The e-mail submission subject line shall state the TORFP D38B8400011 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- I. TO Financial Proposal consisting of:
 - 4) TO Financial Proposal and all supporting material in PDF format,
 - 5) the TO Financial Proposal in searchable Adobe PDF format,
 - 6) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

5.4 Volume I - TO Technical Proposal

IMPORTANT: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). In particular, respond to Sections 2.3, 2.4, 2.5, 2.6, 3.2, 3.5 (Disaster Recovery section), 3.7 (Security Requirements), 3.8 (SOC 2 Audit), 3.9.2 Offeror Experience, 3.11 (Substitution of Personnel). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work and General Requirements (**Sections 2 and 3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror’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 Sections 2 and 3. See 5.4.1.

- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2 and 3. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2 and 3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
 - 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2 and 3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties
 - 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2 and 3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
 - 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2 and 3.
 - 8) Implementation Schedule - Offeror shall provide the proposed implementation schedule with it's TO Proposal.
- B. Certificate of Cybersecurity/Data Breach Insurance (Submit under TAB K)**
- 1) The Offeror shall provide a copy of its current certificate of cybersecurity/data breach insurance limits of insurance in effect as of the Proposal submission date.
 - 2) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
 - 3) The Offeror shall provide a backup solution/strategy recommendation as part of it's TO Proposal.
 - 4) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
 - 5) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
 - 6) The Offeror shall include an SLA in it's TO Proposal as identified in Section 2.6.
 - 7) Description of technical risk of migrating from the existing system.
 - 8) Non-Compete Clause Prohibition:

The Agency seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section <<enter applicable subsection number(s)>> working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

C. Offeror Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

D. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

E. Proposed Personnel and TORFP Staffing

Offeror shall propose personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4-A** Minimum Qualifications Summary and **Appendix 4-B** Personnel Resume Form.
- 3) Provide three (3) references per proposed personnel containing the information listed in **Appendix 4-B**.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order 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 the Task Order.
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

F. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the 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 A above):

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

NOTE: State of Maryland experience can be included as part of **G.1** 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 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

J. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7 – Exhibits and Attachments**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B - Financial Proposal Form**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.

- 5.5.2 The TO Financial Proposal shall contain 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 Financial Proposal Form);
- 5.5.3 Prices shall be valid for 120 days.

6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Agency will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Agency reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

6.2.4 Demonstration of how the Master Contractor plans to staff the Task Order at the levels set forth in the TORFP and also for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in Section 6.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given equal weight to the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 3 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 TORFP Attachments and Appendices

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 3 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 3 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 3 below in the “When to Submit” column.

Table 2: TORFP ATTACHMENTS AND APPENDICES

When to Submit	Label	Attachment Name
Before TO Proposal	A	Pre-Proposal Conference Response Form
Before TO Proposal	B	TO Financial Proposal Instructions and Form
10 Business Days after recommended award	C	MBE Forms D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. MBE Forms D-4A, D-4B, D-5
Does not apply to this TORFP	D	Veteran-Owned Small Business Enterprise (VSBE) Form E-1 VSBE Forms E-2, E-3
With TO Proposal	E	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Does not apply to this TORFP	F	Federal Funds Attachments
With TO Proposal	G	Conflict of Interest Affidavit and Disclosure
5 Business Days after recommended award	H	Non-Disclosure Agreement (TO Contractor)
Does not apply to this TORFP	I	HIPAA Business Associate Agreement

When to Submit	Label	Attachment Name
With TO Proposal	J	Mercury Affidavit
With TO Proposal	K	Location of the Performance of Services Disclosure
5 Business Days after recommended award	L	Task Order Agreement
With Proposal	M	Certification Regarding Investment in Iran
When to Submit	Label	Attachment Name
n/a	1	Abbreviations and Definitions
With TO Proposal	2	Offeror Information Sheet
<u>Prior</u> to commencement of work	3	Criminal Background Check Affidavit
With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4)
5 Business Days after recommended award	5	Evidence of meeting insurance requirements (see Section 3.5); 1 copy
With deliverables	6	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlu s/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number D38B8400011

Hosting and Security for the Maryland Campaign Reporting Information System

A TO Pre-proposal conference will be held on August 17, 2018 at 10:00 am at the State Board of Elections, 151 West Street Suite 200, Annapolis, MD 21401.

Please return this form by Tuesday August 14th, 2018 advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Whitney LeRoux
Procurement Officer
E-mail: Whitney.Leroux@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the TORFP for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 “TO Pre-proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. TO Financial Proposal Instructions & Form

Price Sheet – Fixed Price

**Price SHEET (Fixed Price) for CATS+ TORFP # D38B8400011-
 BASE PERIOD NTP through March 31, 2021 Approximately 2 years and 2 months)**

Identification	Deliverable	Proposed Price
# of Deliverable	Title of Deliverable	
1	Transition of the MD CRIS data and functionality to the new hosting site	
2	Monthly hosting and maintenance of MD CRIS	Per month
3.	Monthly Security reports, upgrades, updates, and maintenance	Per month
4.	Monthly Network Administration and Support	Per month
5.	Creation of the annual reports defined in the TORFP and obtain agency acceptance	
Total Proposal Fixed Price Base Period		\$

Option Period 1- April 1, 2021- March 31, 2023 (2 years)

Identification	Deliverable	Proposed Price
# of Deliverable	Title of Deliverable	
1.	Monthly hosting and maintenance of MD CRIS	Per month
2.	Monthly Security reports, upgrades, updates, and maintenance	Per month
3.	Monthly Network Administration and Support	Per month
4.	Creation of the annual reports defined in the TORFP and obtain agency acceptance	
Total Proposal Fixed Price Option Period 1		\$

Option Period 2- April 1, 2023- March 31, 2025 (2 years)

Identification	Deliverable	Proposed Price
# of Deliverable	Title of Deliverable	
1.	Monthly hosting and maintenance of MD CRIS	Per month
2.	Monthly Security reports, upgrades, updates, and maintenance	Per month
3.	Monthly Network Administration and Support	Per month
4.	Creation of the annual reports defined in the TORFP and obtain agency acceptance	
Total Proposal Fixed Price Option Period 2		\$
GRAND TOTAL PRICING FOR BASE PERIOD, OPTIONS 1 & 2		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

Attachment C. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # D38B840011

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-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), D-4B (MBE Prime Contractor Report) and D-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-4A 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 2-5 (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 2-5 (upper right corner of the form) for the subcontractor. 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-5 report only**. Therefore, if the subcontractor(s) do not submit D-5 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-4A. 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.
- 5) 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.

D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeree fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term "Graduated" follows the code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products $5\% \times 60\% = 3\%$

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
 - ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.
9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

- 10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in Part 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in Part 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in Part 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

- 11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbes@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____	%
Total Asian American MBE Participation:	_____	%
Total Hispanic American MBE Participation:	_____	%
Total Women-Owned MBE Participation:	_____	%

Overall Goal

Total MBE Participation (include all categories):	_____	%
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PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the Schedule in Part 3 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

- _____ percent for African American-owned MBE firms
- _____ percent for Hispanic American-owned MBE firms
- _____ percent for Asian American-owned MBE firms
- _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete Part 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

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. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment __-1C)
- (b) Outreach Efforts Compliance Statement (Attachment __-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments __-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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.

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be performed with MBE prime’s own forces: _____</p>
---	---

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

MBE Firm
Name: _____

MBE Certification Number: _____

(If dually certified, check only one box.)

African American-Owned
 Hispanic American- Owned
 Asian American-Owned
 Women-Owned
 Other MBE Classification

NAICS code: _____

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

Supplier, wholesaler and/or regular dealer (count 60%)
 Manufacturer (count 100%)
 Broker (count reasonable fee/commission only)
 Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%

B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).
 Total percentage of Supplies/Products _____% X 60% = _____%

C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____%

Description of the Work to be Performed:

MBE Firm
Name: _____

MBE Certification Number: _____

(If dually certified, check only one box.)

African American-Owned
 Hispanic American- Owned
 Asian American-Owned
 Women-Owned
 Other MBE Classification

NAICS code: _____

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

Supplier, wholesaler and/or regular dealer (count 60%)
 Manufacturer (count 100%)
 Broker (count reasonable fee/commission only)
 Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%

B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).
 Total percentage of Supplies/Products _____% X 60% = _____%

C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____%

Description of the Work to be Performed:

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be Performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker _____%</p> <p>Description of the Work to be Performed: _____ _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
Bidder/Offeror must sign below**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether an Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect an Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements
 - (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
 - (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.
2. Identified Items of Work by Offerors
 - (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
 - (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements
 - (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
 - (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.
2. MBE Firms Identified by Offerors
 - (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
 - (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
 - (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;

- (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
 7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other proposals or offers and subcontract proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether an Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the

apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement - D-2**).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. (**Include copies of all quotes received.**)
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. <<solicitationNumber>>

in _____ County by _____
(Name of Prime Contractor's Firm)

2. (Minority Firm), is either unavailable for the work/service or unable to prepare a proposal for this project for the following reason(s):

(Signature of Minority Firm's MBE Representative) (Title) (Date)

(MDOT Certification #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor) (Title) (Date)

D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: D38B8400011

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: D38B840011

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: _____ <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used <input type="checkbox"/> Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: _____ <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used <input type="checkbox"/> Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
 PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: D38B840011

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. D38B8400011, I state the following:

- 1. Offeror identified subcontracting opportunities in these specific work categories:

- 2. Attached to this form are copies of written solicitations (with proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

- 3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

- 4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

- 5. **Please Check One:**

- Offeror did attend the pre-proposal conference.
- No pre -proposal meeting/conference was held.
- Offeror did not attend the pre-proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. D38B840011 such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has 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 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 Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the 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 Proposal.

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

<p>PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
---	--

**D-3B
 MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company: _____

Company Name (please print or type)

FEIN: _____

Federal Identification Number

Address: _____

Company Address

Phone: _____

Phone

Printed Name: _____

Printed Name

Title:

Title

By:

Signature of Authorized Representative

Date:

Date

D-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

Report #:		Contract #: D38B8400011			
Reporting Period (Month/Year):		Contracting Unit: State Board of Elections			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
Prime Contractor:			Contact Person:		
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:			Contact Person:		
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Jared DeMarinis

 TO Manager

State Board of Elections

 Contracting Unit

State Board of Elections
 151 West Street, Suite 200
 Annapolis, MD 21401

 City, State Zip

 Address

Jared.Demarinis@Maryland.Gov with a
 copy to Whitney.LeRoux@Maryland.Gov

410-269-2853

Email

Phone Number

Signature (Required)

Date

**D-4B
 Minority Business Enterprise Participation
 MBE Prime Contractor Report**

MBE Prime Contractor:		Contract #: D38B840011			
Certification Number:		Contracting Unit: State Board of Elections			
Report #:		Contract Amount:			
Reporting Period (Month/Year):		Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:			
MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence				Project Begin Date:	
				Project End Date:	
Contact Person:					
Address:					
City:		State:	ZIP:		
Phone:	FAX:	E-mail:			
Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services		

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Jared DeMarinis

State Board of Elections

TO Manager

Contracting Unit

State Board of Elections
 151 West Street, Suite 200
 Annapolis, MD 21401

Address

City, State Zip

Jared.Demarinis@Maryland.Gov with a copy
to Whitney.LeRoux@Maryland.Gov

410-269-2853

Email

Phone Number

Signature (Required)

Date

D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:		Contract #: D38B840011			
Reporting Period (Month/Year):		Contracting Unit: State Board of Elections			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
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:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

Jared DeMarinis

State Board of Elections

TO Manager

Contracting Unit

State Board of Elections
 151 West Street, Suite 200
 Annapolis, MD 21401

Address

City, State Zip

Jared.Demarinis@Maryland.Gov with a copy
 to Whitney.LeRoux@Maryland.Gov

410-269-2853

Email

Phone Number

Signature (Required)

Date

Attachment D. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment E. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the

Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. D38B840011

Name of Contractor:

Address:

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):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- 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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment F. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment G. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 Offeror, TO 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 Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the 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 TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment H. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the State Board of Elections (the “Agency”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Hosting and Security for the Maryland Campaign Reporting Information System Solicitation # D38B840011 and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the Agency all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and 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 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, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:

SBE

By:
(seal)

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

I-2 NON-DISCLOSURE AGREEMENT

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

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“TO Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment I. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment J. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment K. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment L. Task Order

CATS+ TORFP# D38B8400011 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2018 by and between _____ (TO Contractor) and the STATE OF MARYLAND, State Board of Elections (SBE or the “Agency”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means State Board of Elections, as identified in the CATS+ TORFP # D38B8400011.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # D38B8400011 dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Whitney LeRoux. The Agency may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between SBE and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Jared DeMarinis. 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 Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,
Exhibit A – CATS+ TORFP D38B8400011

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

Exhibit D – Security Violation Notification Requirements

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 term of this TO Agreement shall commence as of the "Effective Date" and expire on March 31, 2021. At the sole option of the State, this TO Agreement may be extended for two (2) two-year periods for a total TO Agreement period ending on March 31, 2025.

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

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

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

SIGNATURES ON NEXT PAGE

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, SBE

By: Whitney LeRoux, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

EXHIBIT D TO TASK ORDER D38B8400011

This exhibit D is in reference to the Web Hosting and Security Monitoring of the MDCRIS TORFP, Task Order number D38B8400011 between the State Board of Elections and [TO Contractor].

May it be known that the State Board of Elections and [TO Contractor] do hereby agree to require the following terms to Web Hosting and Security Monitoring of the MDCRIS TORFP, Task Order number D38B8400011 that are stated below:

1.1 Definitions

- 1.1.1 Chapter 524 of the 2018 Laws of Maryland (House Bill 1331): Bill passed in the 2018 Legislative Session requiring election service providers to notify the State Administrator as soon as practicable but no later than four (4) days after becoming aware of a security violation or significant attempted security violation.
- 1.1.2 Election Service Provider: Any person providing, supporting, or maintaining an election system on behalf of the State Board or a local board of elections, including a TO Contractor or vendor. *See* Election Law Article, §2-108(a)(3), Annotated Code of Maryland.

1.1.3 Security Violation: An event that meets one or more of the incident categories defined by the Maryland Department of Information Technology on page 16 of the *State Information Security Policy*, version 3.1, February 2013, and any successor version and outlined in the table below:

<i>Incident Category Name</i>	<i>Description</i>
Unauthorized Access	An individual gains logical or physical access without permission to a network, system, application, data, or other resource
Denial of Service	Attack that <i>successfully</i> prevents or impairs the normal authorized functionality of networks, systems, or applications by exhausting resources. This includes being the victim or participating in the denial of service.
Malicious Code	<i>Successful</i> installation of malicious software (virus, worm, Trojan house, or other code-based malicious entity) that infects an operating system or application <u>and</u> has not been successfully quarantined by antivirus software.
Improper Usage	Violation of acceptable computing use policies as defined in Section 11 of the <i>State of Maryland Information Security Policy</i> (pages 30-33).

1.1.4 Significant Attempted Security Violation: An attempt to commit a security violation that: (1) is known to have been committed by a foreign government or agents of a foreign government; or (2) the State Administrator considers to be of particular significance as outlined in Election Law Article, §2-108(a)(6), Annotated Code of Maryland.

1.2 Requirements

- 1.2.1 Effective July 1, 2018 and pursuant to Chapter 524 of the 2018 Laws of Maryland (House Bill 1331), TO Contractor is required to notify the State Administrator as soon as practicable but no later than four (4) days after becoming aware of a security violation or a significant attempted security violation.
- 1.2.2 TO Contractor is also required to cooperate with the State Administrator in submitting to the Maryland Department of Information Technology an incident report. The State Administrator is also required to notify the State Board of Elections, the Governor, the President of the Senate of Maryland, the Speaker of the House of Delegates and the Attorney General.
- 1.2.3 TO Contractor hereby agrees that if it becomes aware of a security violation or attempted security violation, TO Contractor will:
 - 1.2.3.1 Complete the SBE provided Vendor IT Incident Reporting Form to be provided upon Task Order award;
 - 1.2.3.2 Email the completed form to: Linda Lamone, State Administrator, at Linda.Lamone@Maryland.Gov, Vincent Omenka, IT Director, at Vincent.Omenka@Maryland.Gov, and Jared DeMarinis, TO Manager, at Jared.DeMarinis@Maryland.Gov.

- 1.2.3.3 Send the emails with read receipt confirmation and request that SBE confirm receipt of the email; and
- 1.2.3.4 Contact by telephone Jared DeMarinis at 410-269-2853 within 12 hours after submitting the Vendor IT Incident Reporting Form if TO Contractor does not receive read receipt confirmations.

CONTRACTOR

By: _____
Signature

Date

Printed Name

Title

**STATE OF MARYLAND
State Board of Elections**

By: Linda Lamone, State Administrator of Elections

Date

APPROVED FOR LEGAL SUFFICIENCY:

ASSISTANT ATTORNEY GENERAL

Date

Attachment M. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. Abbreviations and Definitions

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

- A. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- B. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- E. Effective Date - The date of mutual TO Agreement execution by the parties
- F. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- G. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- H. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- I. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- J. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- K. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- L. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- M. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- N. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- O. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- P. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

- Q. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- R. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- S. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Agency that defines the performance standards the TO Contractor is obligated to meet.
- T. SLA Activation Date- The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- U. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- V. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- W. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- X. State – The State of Maryland.
- Y. State Board of Elections or (SBE or the “Agency”)
- Z. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- AA. Task Order (TO) – The scope of work described in this TORFP.
- BB. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment L**.
- CC. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- DD. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- EE. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- FF. Third Party Software – Software and supporting documentation that:
 - 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.

- GG. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- HH. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. 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 the State Board of Elections (SBE) with a summary of the security clearance results for all of the candidates that will be working on Task Order Web Hosting and Security Monitoring of the Maryland Campaign Reporting Information System, Solicitation # D38B8400011 and all of these candidates have successfully passed all of the background checks required under Section 3.6.2 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

Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each personnel proposed, complete one Labor Category Personnel Resume Summary. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
2. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose **the CATS+ Labor Category that best fits each proposed resource**. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

4-4-B. Labor Classification Personnel Resume Summary

CATS+ TORFP # D38B8400011

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	Institution/Address			Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,					
TORFP Additional Requirements Minimum qualifications and required certifications as defined in this TORFP. Provide dates in the format of MM/YY to MM/YY					

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date