

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



**STATE BOARD OF ELECTIONS  
(SBE)**

**SOLICITATION NUMBER D38B0600001  
ELECTION PROJECT AND OTHER SUPPORT RESOURCES**

**ISSUE DATE: AUGUST 13, 2019**

**NOTICE TO OFFERORS  
SMALL BUSINESS RESERVE**

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

<b>Solicitation Title:</b>	Election Project and Other Support Resources
<b>Solicitation Number (TORFP#):</b>	D38B0600001
<b>Functional Area:</b>	Functional Area 10- IT Management Consulting Services
<b>TORFP Issue Date:</b>	August 13, 2019
<b>TORFP Issuing Office:</b>	State Board of Elections (SBE)
<b>Location:</b>	151 West St. Suite 200, Annapolis MD 21401
<b>TO Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Whitney LeRoux 151 West St. Suite 200, Annapolis MD 21401 Whitney.LeRoux@Maryland.Gov 443-924-4900
<b>TO Manager:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Keith Ross 151 West St. Suite 200, Annapolis MD 21401 keith.ross@maryland.gov 410-269-2875
<b>TO Proposals are to be sent to:</b>	Whitney.LeRoux@Maryland.Gov
<b>TO Pre-proposal Conference:</b>	August 23, 2019 at 10:00 am Local Time 151 West St. Suite 200, Annapolis, MD 21401 See <b>Attachment A</b> for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	September 12, 2019 at 2:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	30%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Indefinite quantity with fixed unit prices (hourly rates)
<b>Task Order Duration:</b>	NTP through 12/31/2020 base period with 2 two-year option periods.
<b>Primary Place of Performance:</b>	The TO Contractor's Facility

	The State's primary place of performance is: State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401
<b>SBR Designation:</b>	Yes
<b>Federal Funding:</b>	No
<b>Questions Due Date and Time</b>	September 9, 2019 at 1:00 pm Local Time

## TABLE OF CONTENTS – TORFP

<b>1</b>	<b>Minimum Qualifications</b> .....	<b>7</b>
1.1	Offeror Personnel Minimum Qualifications.....	7
<b>2</b>	<b>TO Contractor Requirements: Scope of Work</b> .....	<b>8</b>
2.1	Summary Statement.....	8
2.2	Background and Purpose.....	9
2.3	TO Contractor Responsibilities and Tasks.....	9
<b>3</b>	<b>TO Contractor Requirements: General</b> .....	<b>12</b>
3.1	Task Order Initiation Requirements.....	12
3.2	Invoicing.....	12
3.3	Liquidated Damages.....	15
3.4	Insurance Requirements.....	15
3.5	Security Requirements.....	15
3.6	SOC 2 Type 2 Audit Report.....	18
3.7	Performance and Personnel.....	18
3.8	Work Order Process.....	21
3.9	TO Contractor Personnel Maintain Certifications.....	22
3.10	Work Hours.....	22
3.11	Substitution of Personnel.....	23
3.12	Minority Business Enterprise (MBE) Reports.....	24
3.13	Veteran Small Business Enterprise (VSBE) Reports.....	25
3.14	Contract Management Oversight Activities.....	25
3.15	No-Cost Extensions.....	25
<b>4</b>	<b>TORFP Instructions</b> .....	<b>26</b>
4.1	TO Pre-Proposal Conference.....	26
4.2	Questions.....	26
4.3	TO Proposal Due (Closing) Date and Time.....	26
4.4	Award Basis.....	27
4.5	Oral Presentations.....	27
4.6	Limitation of Liability.....	27
4.7	MBE Participation Goal.....	27

4.8	VSBE Goal .....	27
4.9	Living Wage Requirements .....	27
4.10	Federal Funding Acknowledgement.....	28
4.11	Conflict of Interest Affidavit and Disclosure .....	28
4.12	Non-Disclosure Agreement .....	28
4.13	HIPAA - Business Associate Agreement .....	28
4.14	Mercury and Products That Contain Mercury .....	28
4.15	Location of the Performance of Services Disclosure .....	28
4.16	Department of Human Services (DHS) Hiring Agreement.....	29
4.17	Small Business Reserve (SBR) Set-Aside.....	29
<b>5</b>	<b>TO Proposal Format .....</b>	<b>31</b>
5.1	Required Response .....	31
5.2	Two Part Submission.....	31
5.3	TO Proposal Packaging and Delivery.....	31
5.4	Volume I - TO Technical Proposal.....	32
5.5	Volume II – TO Financial Proposal .....	35
<b>6</b>	<b>Evaluation and Selection Process.....</b>	<b>37</b>
6.1	Evaluation Committee .....	37
6.2	TO Technical Proposal Evaluation Criteria.....	37
6.3	TO Financial Proposal Evaluation Criteria.....	37
6.4	Down-Select Procedure .....	37
6.5	Selection Procedures.....	38
6.6	Documents Required upon Notice of Recommendation for Task Order Award.....	38
<b>7</b>	<b>TORFP ATTACHMENTS AND APPENDICES.....</b>	<b>40</b>
<b>Attachment A.</b>	<b>TO Pre-Proposal Conference Response Form.....</b>	<b>43</b>
<b>Attachment B.</b>	<b>TO Financial Proposal Instructions &amp; Form.....</b>	<b>44</b>
<b>Attachment C.</b>	<b>Bid/Proposal Affidavit.....</b>	<b>45</b>
<b>Attachment D.</b>	<b>Minority Business Enterprise Affidavit.....</b>	<b>46</b>
<b>Attachment E.</b>	<b>Veteran-Owned Small Business Enterprise (VSBE) Forms .....</b>	<b>47</b>
<b>Attachment F.</b>	<b>Maryland Living Wage Affidavit of Agreement for Service Contracts .....</b>	<b>48</b>
<b>Attachment G.</b>	<b>Federal Funds Attachments.....</b>	<b>50</b>

Attachment H.	Conflict of Interest Affidavit and Disclosure .....	51
Attachment I.	Non-Disclosure Agreement (TO Contractor).....	52
Attachment J.	HIPAA Business Associate Agreement.....	58
Attachment K.	Mercury Affidavit.....	59
Attachment L.	Location of the Performance of Services Disclosure .....	60
Attachment M.	Task Order .....	61
Attachment N.	DHS Hiring Agreement.....	67
Appendix 1.	– Abbreviations and Definitions.....	68
Appendix 2.	– Offeror Information Sheet.....	70
Appendix 3.	- Criminal Background Check Affidavit.....	71
Appendix 4.	- Labor Classification Personnel Resume Summary.....	72
Appendix 5.	- Performance Evaluation Form .....	76
Appendix 6.	– Examples of Resource Services and Support.....	78

## 1 Minimum Qualifications

### 1.1 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, Section 2.10.

(<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). And subsequent Amendment #4 & Amendment – Section 2.10 update-see: [http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1 The State Board of Elections (SBE) is issuing this CATS+ TORFP to obtain resources to support several future projects and provide services and support to the SBE divisions. The TO Contractor's resources will be responsible for providing services and support from a leadership level to general data-to-day hands-on support. In addition, resources will be procured to provide support of the 2020, 2022, and 2024 Election Cycles.
- 2.1.2 SBE intends to award this TORFP to up to two (2) Master Contractors that propose the most qualified Key Personnel (Project Manager) and Staffing Plan that can best satisfy the Task Order requirements. If two (2) Master Contractors are selected for award, SBE shall select the best qualified Key Personnel (Project Manager) resource to fill the needed position from between the two Master Contractors. See TORFP Section 4.4, Award Basis, for additional award information.
- 2.1.3 SBE will have the option of adding any number of the following resources/labor categories based on the needs of the SBE. The resources will be requested through a Work Order process (See Section 3.8). If two Master Contractors are selected for award under the TORFP, each TO Contractor will have the opportunity to respond to Work Orders. SBE anticipates issuing nine (9) to twelve (12) Work Orders for Critical resources soon after the Task Order award. Refer to Appendix 6 – **Examples of Resource Services and Support for the services and support that may be required:**
- A. Analyst, Computer Software/Integration (Senior)
  - B. Analyst, Computer Systems
  - C. Analyst, Computer Systems (Senior)
  - D. Auditor, Senior
  - E. Business Process Consultant (Senior)
  - F. Computer Programmer (Senior)
  - G. Database Management Specialist (Junior)
  - H. Database Manager
  - I. Facilities Operations Supervisor
  - J. Facilities Specialist Level 1
  - K. Geographic Information Systems Analyst
  - L. Help Desk Manager
  - M. Help Desk Specialist (Senior)
  - N. Office Automation Specialist
  - O. Operations Research Analyst (Senior)
  - P. Program Administration Specialist
  - Q. Project Control Specialist
  - R. Project Manager
  - S. Quality Assurance Manager
  - T. Quality Assurance Specialist
  - U. Technical Writer/Editor
  - V. Testing Specialist
  - W. Training Specialist/Instruction
  - X. Subject Matter Expert (Senior)



- 2.1.4 Master Contractors are advised that, if SBE initiates a solicitation or other competitive award as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete for the award if the Offeror assisted with drafting of specifications, requirements, or the development/design the solicitation.
- 2.1.5 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

## **2.2 Background and Purpose**

SBE is responsible for overseeing the conduct of federal, State and local elections in the State of Maryland. State and local election officials use various IT systems to conduct an election. These systems include a statewide voter registration, candidacy, and election management system; a paper-based voting system; electronic poll books to check-in voters; an online system for candidates to file campaign reports and for the public to review campaign finance information; and SBE's internal infrastructure. In addition, there are a number of administrative and operational, and other election related functions that are required during election and non-election years in order to ensure successful elections.

Critical to SBE's mission and its business and technical functions are the project and other professional support that has been and will continue to be a part of the election infrastructure. Support includes all levels of projects and other efforts that include major information technology development projects, IT infrastructure support, strategic planning, warehouse management and support, training, testing, and other program/project support.

Project and other professional resources are needed to lead and provide support with minimal oversight on projects and assignments especially during those periods when SBE subject matter experts need to focus on election planning and execution.

Over the next five years, there are plans for several MITDP efforts that include the application support for the statewide voter registration, candidacy, and election management system, the replacement of the electronic pollbook system, and the replacement of or significant changes to the existing voting system. These major projects are in addition to the many sub-projects associated with each election.

### **2.2.1 State Responsibilities**

- A. The State may provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, and key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth.

## **2.3 TO Contractor Responsibilities and Tasks**

### **2.3.1 Requirements for Office Space, Hardware, Software, and Materials**

- A. The TO Contractor shall propose an appropriate workspace for the TO Contractor personnel outside of the SBE's main office located at 151 West St. Suite 200, Annapolis MD 21401. The workspace proposed should be space leased/owned by the TO Contractor, and may be located within a workspace facility. The workspace shall be made available between contract award and July 1, 2020, and from that date forward shall be the primary place of performance for TO Contractor personnel. An exception to this requirement is if the individual TO Contractor personnel resource's work location is assigned to an SBE location which will be indicated in the Work Order. At a minimum, the TO Contractor's workspace should be able to accommodate up to 20 resources and have space for team meetings (e.g. conference room).
- B. The location of the workspace should be within a 10 mile radius of the SBE main office. The location and office technology capabilities of the workspace shall enable TO Contractor personnel to perform their daily activities and duties as if they were located at the SBE offices. This includes attendance at meetings at the SBE main office both in person and via conferencing when specified. The TO Contractor shall also provide remote access to SBE and/or its information technology systems (as appropriate and as directed by SBE), accessible from any location within the contiguous United States, for TO Contractor personnel working on projects pre-determined by the SBE. SBE must provide prior approval to the TO Contractor for any remote work arrangements.
- C. The TO Contractor shall supply TO Contractor personnel with the necessary computer hardware, software, network, printers, phones and general office supplies to perform the duties outlined in this TORFP. Computer hardware shall include a laptop with Windows 10 or greater, wireless capability, antivirus software that is updated regularly, MS Office 2013 or greater and capabilities for Google apps. The laptops should have the hard drive encrypted. Dependent on the role, personnel may require MS Visio 2013 or greater and MS Project 2013 or greater. Additional software, software licenses, and hardware requirements for certain projects will be detailed in the appropriate Work Order(s).
- D. The TO Master Contractor shall protect SBE data and documentation through its use of security protocols, network protection and computer equipment security.

### 2.3.2 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.

It is the responsibility of the TO Contractor to ensure adherence and to 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](http://www.DoIT.maryland.gov) - keyword: SDLC; and
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy.

2.3.3 Monthly Performance Rating For Contractor Resources

Each month the TO Manager or designee shall complete a Performance Evaluation Form (PEF) for each contract resource and send it to the TO Contractor for invoicing purposes. In the event of unsatisfactory performance ratings, the TO Manager shall explain the performance issue in the PEF and may invoke the mitigation procedures described in the Directed Personnel Replacement (**refer to Section 3.11.1**). Payment to the TO Contractor may be withheld due to unsatisfactory performance. Appendix 5 - Performance Evaluation Form is subject to review and change at the discretion of the TO Manager.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

There are no specific TO initiation requirements.

### 3.2 Invoicing

#### 3.2.1 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.

#### 3.2.2 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 to the TO Manager and to [dlinvoice\\_SBE@maryland.gov](mailto:dlinvoice_SBE@maryland.gov) the original of each invoice and signed authorization to invoice.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submissions shall be separated and presented for payment based on the task charged-to category identified on the Work Order.
- E. 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, which is D38B0600001;

- 8) Goods or services provided;
  - 9) Amount due; and
  - 10) Any additional documentation required by regulation or the Task Order.
- F. SBE reserves the right to reduce or withhold Task Order payment in the event the TO Contractor 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 SBE 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 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.

### 3.2.3 Invoice Submission Schedule

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

- A. For items of work for which there is 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.
- B. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### 3.2.4 Additional Required Invoicing Documentation

- A. Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit for the preceding half month a semi-monthly time report summarizing activities for each resource provided under the Task Order.
- B. At a minimum, each semi-monthly report shall include:
  - 1) “Semi-Monthly Time Report for = D38B0600001”;
  - 2) Issuing company name, address, and telephone number;
  - 3) Period for the report (*e.g.*, mm/dd/yyyy – mm/dd/yyyy);
  - 4) For each individual assigned to this Task Order, the following information shall be listed separately for each task charged-to category for each individual semi-monthly time report:
    - a) The individual’s name;

- b) Tasks completed during the reporting period and any associated deliverables;
  - c) Tasks to be performed during the next reporting period and associated deliverables;
  - d) Number of hours worked each day during the reporting period;
  - e) Total number of hours worked during the reporting period;
  - f) Time off during the reporting period; and
  - g) Planned time off during the next reporting period.
- C. Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager's acceptance of timesheets shall acknowledge the accuracy of the time reported.
- 3.2.5 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; or
  - 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.

### 3.2.6 Travel Reimbursement

Travel will be reimbursed in accordance with the Master Contract Section 2.2.4. In addition, the following are additional travel reimbursement requirements:

- A. There shall be no reimbursement for Routine Travel. The TO Contractor shall not be reimbursed for Non-routine Travel without prior Contract Manager approval.
- B. Provided that prior approval is obtained pursuant to Section 3.2.6A, the TO Contractor may bill for labor hours expended during Non-Routine travel beyond the 50-mile radius of the TO Contractor's location based on the time calculation for the distance in Google Maps, MapQuest, or a similar agreed upon drive mapping application minus 2 hours.
- C. Expense reimbursement requests for travel must be submitted with the invoice period of performance for when the travel took place.

- D. Expense reimbursement requests (e.g. mileage, tolls, and parking) for each individual will be submitted using SBE's Mileage Reimbursement form.

### 3.3 Liquidated Damages

This solicitation does not require additional liquidated damages.

### 3.4 Insurance Requirements

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

3.4.2 Cyber Risk/Data Breach Insurance

Throughout the Term and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 (five) million per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### 3.5 Security Requirements

3.5.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State 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 prepared to be 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 where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the 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.

3.5.2 Security Clearance/Criminal Background Checks



- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to the commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment a national criminal history record check. This check may be performed by a public or private entity.
  - 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. Further, TO Contractor Personnel 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) prior to any work commencing on the Task Order.

3.5.3 On-Site Security Requirement(s)

- A. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- B. TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

3.5.4 Security Incident Response

- A. In accordance with this section and **Attachment M Task Order** to this TORFP (“HB 1331 Notification Procedures”), the TO Contractor shall notify SBE when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach. The TO Contractor shall:
  - 1) Notify SBE within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, SBE chief information officer and SBE chief information security officer;
  - 2) Notify SBE within two (2) hours if there is a threat to TO Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and



- 3) Provide written notice to the SBE within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or SBE) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
- 1) The nature of the unauthorized use or disclosure;
  - 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; and
  - 5) What corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- C. The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- D. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should 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.
- E. The 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 SBE and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

#### 3.5.5 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) 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) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.
- 3.5.6 The State 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.
- 3.5.7 Requirements in Sections 3.5.1 – 3.5.6 shall survive expiration or termination of the TO Agreement.

### 3.6 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

### 3.7 Performance and Personnel

#### 3.7.1 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 may 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 Project Manager** - The TO Project Manager has the primary responsibility for the management of the day-to-day work performed by the TO Contractor Personnel assigned to their project or area.

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

- D. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this 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. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal.
- H. **Critical Personnel** - A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance.
- I. **Remote Personnel** – TO Contractor Personnel whose work location is other than an SBE location or the TO Contractor’s work location as described in section 2.3.1 (A).

3.7.2 Personnel Experience

- A. Offerors shall identify proposed personnel that are considered Key Personnel and must include in the Technical Proposal, Appendix 4 – Labor Classification Personnel Resume Summary Form with the experience and skills of the Key Personnel proposed.
- B. Any personnel proposed under this TORFP, in addition to the TO Contractor Project Manager identified below, and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>
- C. As part of the TO Proposal evaluation, Offerors shall propose exactly one (1) Key Personnel who is expected to be available as of the start date specified in the Notice to Proceed (NTP Date). An Offeror may be evaluated higher if the proposed Key Personnel meet or exceed the preferred experience and qualifications listed below.

Job Description	Experience
<p>Project Manager (KEY)</p>	<p>Preferred Qualifications/Experience:</p> <ul style="list-style-type: none"> <li>A. Twelve (12) years of experience in project management, at least eight (8) of which include experience in managing IT-related projects.</li> <li>B. Managing election administration or election technology related projects.</li> <li>C. Knowledge and understanding of common challenges to COTS integration.</li> <li>D. Project management and leadership skills in leading challenging stakeholder groups through the delivery of complex projects.</li> <li>E. Experience with projects that are COTS implementations.</li> <li>F. Experience managing distributed projects with multiple regional stakeholders (e.g. election local boards),</li> <li>G. Complete understanding of the system development lifecycle from project inception through operations and maintenance.</li> <li>H. Experience managing project scope and business requirements change.</li> <li>I. Experience monitoring, evaluating, and reporting on project quality and performance.</li> <li>J. Strong decision making and problem-solving skills.</li> <li>K. Experience with project delivery to include projects with complex logistics (e.g. transportation, facilities, equipment disposal).</li> </ul>

### 3.7.3 Labor Categories

- A. The SBE will also require additional labor categories to support work, provided via Work Order. Refer to Appendix 6 – Examples of Resource Services and Support. Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Agency. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications. The Offeror shall provide resumes for approval by the Agency of all new personnel added throughout the duration of the Contract. The Offeror shall provide the staff for interview by the Agency as requested by the Agency.
- B. Offerors shall submit a TO Financial Proposal Form (**Attachment B**) that provides labor rates for each labor category for all Task Order years (initial term and any option periods). Actual resumes shall be provided with the Technical Proposal only for Key Personnel.

### 3.7.4 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

### 3.7.5 Substitution of Experience for Education

Substitution of experience for education may be permitted at the discretion of the State.

## 3.8 Work Order Process

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B – Price Proposal**.
- B. The TO Manager shall e-mail a Work Order Request to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the services needed.
  - 2) Performance objectives and/or deliverables, as may be applicable.
  - 3) Due date and time for submitting a response to the request.
  - 4) Other specific information as requested from the TO Contractor.
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work.

- 2) A description of proposed resources required to perform the requested tasks, with TORFP labor category listed in accordance with Attachment B.
  - 3) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 4) Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
  - 5) The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
- D. The TO Manager will confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; or provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary to increase the ceiling price. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved.
  - E. Proposed personnel to support the Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the proposed personnel.
  - F. If, as determined by the TO Manager, work needs to be initiated more quickly than by this method, the TO Manager will contact the TO Contractor by any method and request services for normal or emergency maintenance.
  - G. Service Level Agreement (SLA) – SBE reserves the right to identify SLAs at the work order level.

### **3.9 TO Contractor Personnel Maintain Certifications**

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

### **3.10 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in Appendix 1).
- B. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- C. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager's approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 3.11 Substitution of Personnel

#### 3.11.1 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 SBE 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 **3.11.1(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.



### 3.11.2 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 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.

### 3.11.3 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.

## 3.12 Minority Business Enterprise (MBE) Reports

### 3.12.1 MBE PARTICIPATION REPORTS

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

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 SBE 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.
- 3.12.2 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-5) by the 15<sup>th</sup> of each month.
- 3.12.3 Subcontractor reporting shall be sent directly from the subcontractor to the SBE. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

### 3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE participation goal for this Task Order.

### 3.14 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.

### 3.15 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 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 SBE will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title - D38B0600001 – Election Project and Other Support Resources 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 SBE 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 below in Section 6.4 below, up to two (2) Master Contractors 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 Presentations**

Master Contractors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Master Contractors 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 Master Contractors 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 two (2) times the total TO Agreement amount.

#### **4.7 MBE Participation Goal**

- 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 use 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 G, 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 without a conflict of interest as defined in COMAR 21.05.08.08A.

#### **4.12 Non-Disclosure Agreement**

##### 4.12.1 Non-Disclosure Agreement (TO Contractor)

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 Mercury and Products That Contain Mercury**

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

#### **4.15 Location of the Performance of Services Disclosure**

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

#### 4.16 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

#### 4.17 Small Business Reserve (SBR) Set-Aside

4.17.1 This is a Small Business Reserve solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

4.17.2 For the purposes of a Small Business Reserve solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
  - 1) With respect to employees:
    - a) Its wholesale operations did not employ more than 50 persons in its most recently completed three (3) fiscal years;
    - b) Its retail operations did not employ more than 25 persons in its most recently three (3) fiscal years;
    - c) Its manufacturing operations did not employ more than 100 persons in its most recently three (3) fiscal years;
    - d) Its service operations did not employ more than 100 persons in its most recently three (3) fiscal years;
    - e) Its construction operations did not employ more than 50 persons in its most recently three (3) fiscal years; and
    - f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently three (3) fiscal years; and
  - 2) With respect to gross sales:
    - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently three (3) fiscal years;
    - b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently three (3) fiscal years;
    - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently three (3) fiscal years;
    - d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently three (3) fiscal years;

- e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently three (3) fiscal years; and
- f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently three (3) fiscal years.

Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 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.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

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.

- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
  - E. 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.
  - F. The e-mail submission subject line shall state the TORFP D38B0600001 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
  - B. TO Financial Proposal consisting of:
    - 1) TO Financial Proposal and all supporting material in excel and PDF format,
    - 2) the TO Financial Proposal in searchable Adobe PDF format,  
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 . . .”). 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 (**Sections 2-3**) 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 2-3.
    - 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.



- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
- 5) The Offeror shall identify the potential location(s) from which it proposes to provide services. Although the primary work location will be in a location within a 10 mile radius of SBE's main office in Annapolis, the Offeror shall identify any other 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.
- 6) Non-Compete Clause Prohibition:

The Department 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 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 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 noncompete clause prohibition, each Offeror must include an affirmative statement in the 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.

**B. Proposer 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.

**C. Minimum Qualifications Documentation (If applicable)**

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

**D. Proposed Personnel and TORFP Staffing**

The Offeror shall propose exactly one (1) Key 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) Provide three (3) references for the proposed Key Personnel containing the information listed in Appendix 4.

- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (*i.e.*, Systems Security Specialist Senior).
  - 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.
- 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. 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; and
- 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.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. 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.

I. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in 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.

## 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 – TO 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 Attachment B– is the Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all resources by approved CATS+ labor categories in the TO Financial Proposal in the appropriate tabs, Rates for Key Personnel, Critical Personnel, and Rates for Other Work Order labor categories.

- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for the labor category anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 Prices shall be valid for 120 days.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 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 SBE 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 SBE 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 Key Personnel (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 (See TORFP § 5.4.2.E)

Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5**) 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 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process prior to oral presentations as follows.

An initial technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.

The Master Contractors and proposed TO Contractor Personnel that submitted the top ten (10) TO Proposals identified by the initial technical ranking will be invited to oral presentation interviews. All other Master Contractors will be notified of non-selection for this TORFP.

## 6.5 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 5.4** 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 with the TO Financial Proposal.

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

## 6.6 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 **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 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 the table below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns.

For documents required as part of the proposal:

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

For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

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 1 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 1 below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
With Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.



When to Submit	Label	Attachment Name
As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	E	Veteran-Owned Small Business Enterprise
N/A	E	VSBE Forms E-1B, E-2, E-3
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
N/A	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
N/A	J	HIPAA Business Associate Agreement
N/A	K	Mercury Affidavit
With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)/Exhibit D
N/A	N	DHS Hiring Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf</a> )
When to Submit	Label	Appendix Name
n/a	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-">http://procurement.maryland.gov/wp-</a> )

When to Submit	Label	Attachment Name
		<a href="#">content/uploads/sites/12/2018/04/Appendix2-Bidder_OffereeInformationSheet.pdf</a>
As directed in form	3	Criminal Background Check Affidavit
With Proposal	4	Labor Classification Personnel Resume Form
N/A	5	Performance Evaluation Form
N/A	6	Examples of Resource Services and Support
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.4</b> ); 1 copy

**Attachment A. TO Pre-Proposal Conference Response Form**

**Election Project and Other Support Resources**

D38B0600001

A TO Pre-proposal conference will be held on August 23, 2019 at 10:00 am at 151 West St, Suite 200, Annapolis, MD 21401.

Please return this form by August 21, 2019 at 4:00 pm, 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  
SBE  
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**

See all three tabs of the separate Excel workbook for Attachment B, TO Financial Price Sheet.xlsx

**Attachment C. Bid/Proposal Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**Attachment D. Minority Business Enterprise Affidavit**

(see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>)

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

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

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

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit

- 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.

**Attachment G. Federal Funds Attachments**

This TORFP does not contain Federal Funds.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

**Attachment I. 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 (SBE), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Election Project and Other Support Resources Solicitation # D38B0600001 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 SBE all Confidential Information in its care, custody, control or possession upon request of the SBE 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:

\_\_\_\_\_  
By:

(seal)

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

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

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

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

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

\_\_\_\_\_  
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 J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

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

**Attachment L. Location of the Performance of Services  
Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

**Attachment M. Task Order**

CATS+ TORFP# D38B0600001 OF  
MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means SBE as identified in the CATS+ TORFP # D38B0600001.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # D38B0600001 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 SBE 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 Keith Ross. The SBE 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  
Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

Exhibit D- HB 1331 Addendum

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 December 31, 2020. At the sole option of the State, this TO Agreement may be extended for two additional 2-year option periods for a total TO Agreement period ending on December 31, 2024.

### 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 SBE's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the SBE 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 SBE 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.

### 4.5 Liquidated Damages for MBE

1. The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor

does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

2. Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$26.23 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85.37 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$95.13 per day until the undisputed amount due to the MBE subcontractor is paid.

3. Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law.

**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 D38B0600001

This exhibit D is in reference to Election Project and Other Support Resources TORFP, Task Order number D38B0600001 between the State Board of Elections and [TO Contractor].

May it be known that the State Board of Elections and Contractor do hereby agree to require the following terms to Election Project and Other Support Resources Task Order number D38B0600001 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 <b>not</b> 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](mailto:Linda.Lamone@Maryland.Gov), Vincent Omenka, IT Director, at [Vincent.Omenka@Maryland.Gov](mailto:Vincent.Omenka@Maryland.Gov) and Keith Ross TO Manager, at [keith.ross@maryland.gov](mailto:keith.ross@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 Keith Ross at 410-269-2875 within 12 hours after submitting the Vendor IT Incident Reporting Form if TO Contractor does not receive read receipt confirmations.

**Attachment N. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

## Appendix 1. – Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:  
Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource

- A. 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).
- B. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- C. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- D. Effective Date - The date of mutual TO Agreement execution by the parties
- E. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- F. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- G. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order.
- 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](http://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. 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.
- O. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data

- P. 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
- Q. 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.
- R. State – The State of Maryland.
- S. Task Order (TO) – The scope of work described in this TORFP.
- T. 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 M**.
- U. 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.
- V. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- W. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- X. 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**).
- Y. 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**

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

**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 with a summary of the security clearance results for all of the candidate(s) that will be working on Task Order Election Project and Other Support Resources Solicitation D38B0600001 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 4. - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. For each Key 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. 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.



**Appendix 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

CATS+ TORFP # D38B0600001

Proposed Individual:	Master Contractor:			CATS+ Labor Category: Project Manager	
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 Section 3.7.2 of this TORFP.					

Provide dates in the format of MM/YY to MM/YY		
---	--	--

**CANDIDATE REFERENCES** (List persons the State may contact as employment references)

Reference Name	Job Title or Position	Organization Name	Telephone / Email

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

**Appendix 5. - Performance Evaluation Form**

(The TO Contractor shall fill out the top portion and submit one PEF monthly for each TO Personnel)

**Evaluation Month & Year:**

**TO Contractor Resource Name:**

**Labor Category:**

**TO Contractor Company Name:**

**TO Contractor Contact Name:**

**Contact Phone / Email:**

**TO Requesting Agency:** State Board of Elections

**TO Agreement Name:** Election Project and Other Support Resources

**TO Agreement #:** D38B0600001

**The TO Manager or Designee Shall Complete the Information Below**

TO CONTRACTOR RESOURCE PERFORMANCE RATING\*

Performance Area	Satisfactory	Unsatisfactory
1. Attendance / Timeliness		
2. Work Productivity		
3. Work Quality		
4. Teamwork		
5. Communication		
6. Customer Service		

\*TO Contractor Resources shall maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in **Section 2.4.15** of TORFP.

REASON(S) FOR UNSATISFACTORY PERFORMANCE RATING/S:

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

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

**Appendix 6. – Examples of Resource Services and Support**

The table below is for illustrative purposes only that reflects the type of services and support that may be required under the Task Order.

<b>Project or Operational Support</b>	<b>Resource Type Needed</b>	<b>Estimated Start Date/Period</b>	<b>Estimated Finish Date</b>
2020 Presidential Election Cycle	Auditor, Senior	01/08/20	03/01/21
2022 Pollbook	Project Manager	2nd Quarter 2020	12/31/2022
2022 Pollbook	Business Process Consultant (Senior)	2nd Quarter 2020	12/31/2022
2022 Pollbook	Quality Assurance Manager	2nd Quarter 2020	12/31/2022
2022 Pollbook	Testing Specialist	2nd Quarter 2021	12/31/2022
2022 Pollbook	Training Specialist/Instructor	1st Quarter 2021	12/31/2022
2022 Pollbook	Technical Writer/Editor	4th Quarter 2019	12/31/2022
2022 Voting System	Project Manager	2nd Quarter 2020	12/31/2024
2022 Voting System	Program Administration Specialist	2nd Quarter 2020	12/31/2024
AEMS Implementation	Analyst, Computer Software/Integration (Senior)	01/01/20	03/01/23
Application Support Project	Operations Research Analyst (Senior)	01/01/20	12/31/24
Application Support Project	Project Manager	01/01/20	12/31/24
Application Support Project	Analyst, Computer Software/Integration (Senior)	01/01/20	12/31/24

Application Support Project	Help Desk Specialist	01/01/20	12/31/24
Application Support Project	Quality Assurance Specialist	01/01/20	12/31/24
Application Support Project	Analyst, Computer Systems	01/01/20	12/31/24
Application Support Project	Database Manager	01/01/20	12/31/24
Application Support Project	Database Management Specialist (Junior)	01/01/20	12/31/24
Application Support Project	Technical Writer/Editor	01/01/20	12/31/24
PMO Support	Project Control Specialist	3rd Quarter 2020	12/31/2022
PMO Support	Facilities Specialist Level I	2nd Quarter 2021	12/31/2023
PMO Support	Facilities Operations Supervisor	4th Quarter 2019	12/31/2024
PMO Support	Subject Matter Expert (Senior)	2020	2022
Redistricting Post 2020 Census	Geographic Information Systems Analyst	01/01/21	12/30/22