Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)



State Board of Elections (SBE)

SOLICITATION Number D38B9400008

MDVOTERS IV-DC-

Data Center Operations

Issue date: August 6, 2019

State Board of Elections (SBE)

Key Information Summary Sheet

|  |  |
| --- | --- |
| **Solicitation Title:** | MDVOTERS IV- DC Data Center Operations  |
| **Solicitation Number (TORFP#):** | D38B9400008 |
| **Functional Area:** | Functional Area 2 - Web and Internet Systems |
| **TORFP Issue Date:** | August 6, 2019 |
| **TORFP Issuing Office:** | State Board of Elections (SBE or the "Agency") |
| **Agency Location:** |  State Board of Elections151 West Street, Suite 200Annapolis, MD 21401 |
| **TO Procurement Officer:** | Whitney LeRoux State Board of Elections151 West Street, Suite 200Annapolis, MD 21401 |
| **e-mail:****Office Phone:** | Whitney.Leroux@maryland.gov443-223-3117 |
| **TO Manager:** | Sarah Thornton151 West St. Suite 200Annapolis, MD 21401Sarah.Thornton@Maryland.Gov |
|  | 410.269.2870  |
| **TO Proposals are to be sent to:** | Whitney LeRoux, Procurement OfficerWhitney.Leroux@maryland.gov |
| **TO Pre-proposal Conference:** | August 14, 2019 2:00 pm Local Time 151 West St. Suite 200Annapolis, MD 21401See **Attachment A** for directions and instructions.  |
| **TO Proposals Due (Closing) Date and Time:**  | September 5, 2019 at 2:00 pm Local TimeOfferors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **Section 5**). |
| **MBE Subcontracting Goal:** | 0%  |
| **VSBE Subcontracting Goal:** | 0% |
| **Task Order Type:** | Firm Fixed Price |
| **Task Order Duration:** | January 1, 2020 - December 31, 2021 (2 years) base period with two 2-year option periods |
| **Primary Place of Performance:** | The TO Contractor’s FacilityThe State’s primary place of performance is:State Board of Elections151 West Street, Suite 200Annapolis, MD 21401 |
| **SBR Designation:** | No |
| **Federal Funding:** | No |
| **Questions Due Date and Time** | August 27, 2019 4:00 pm Local Time |

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# Minimum Qualifications

## Offeror Company Minimum Qualifications

Offeror shall provide evidence in the form of:

Two (2) past engagements lasting at least two (2) years each of providing expertise in managing a Tier 2 or higher Data Center that has hosted web-based, distributed system applications.

Two (2) past engagements lasting at least two (2) years each of providing expertise in Network Administration for web-based, distributed system applications involving at least 10 nodes and 100 users.

At least two (2) years of experience providing Citrix client installation, and installation and configuration of desktop devices accessing a web-based application through Citrix;

At least two (2) years of experience maintaining data center technical components/architecture in order to support a statewide system with 400 concurrent users;

At least two (2) years of experience providing expertise in maintaining communications and connectivity among ten (10) or more geographic locations and two (2) data centers when circuit disruptions occur;

At least two (2) years of experience hosting multifunction web-based applications in a data center/WAN environment that is fail-safe for operations, secure from external attach or attempts at corruption, and operational 24/7/365;

Ability to maintain high data transfer rates to ensure quick replication of data between the data centers;

At least two (2) years of experience with virtual host based replication between two data centers;

At least two (2) years of experience providing expertise in maintaining a secure system architecture including hardware, firewalls, intrusion detection and prevention software, PKI encryption (or alternative security) for all data transferred through the system; and

A customer that involves ten (10) or more geographically separated locations and a database of at least one million records.

## Offeror Personnel Minimum Qualifications

The Offeror shall propose the CATS+ Labor Categories that best fulfill the requirements of this TORFP. The Offeror shall propose three (3) Key Personnel and these key personnel shall meet the minimum qualifications described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf>) and subsequent Amendment #4 & Amendment – Section 2.10 update (<http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016_Section2.10_Amendment.pdf>) to be eligible for consideration in the evaluation of this TORFP. All other planned positions shall be described generally in the Staffing Plan required by **Section 2.4.**5 and will not be used as evidence of fulfilling company or personnel minimum qualifications.

# TO Contractor Requirements: Scope of Work

## Summary Statement

The State Board of Elections (SBE or the "Agency") is issuing this CATS+ TORFP to procure Data Center (DC) hosting services, including hardware for several election systems, network administration, and DC migration/relocation services, and a managed services provider for the data centers. The primary DC is also referred to as the Voter Registration Operations Center (VROC) throughout this document. Additionally requirements include the management and operations of the Continuity of Operations Center (COOP) data center.

The TO Contractor awarded a Task Order shall be referred to in this solicitation as the “Data Center (DC) TO Contractor” or “TO Contractor.” Application software maintenance and help desk services are performed through a separate contract.

SBE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Technical Proposal that can best satisfy the Task Order requirements for secure data center hosting.

Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirements, or design thereof.

## Background and Purpose

The systems covered by this SOW perform mission-critical functions for the election.  These systems are used to register voters, process and deliver absentee ballots, provide data and reports to other election-critical systems, accept filings of individuals who wish to run for office, and provide election information and results to voters.  The importance of the availability and integrity of the systems covered by this SOW cannot be overemphasized.

The State Administrator is Maryland’s chief election official. In this capacity, the Administrator is responsible for fulfilling the requirements of the Help America Vote Act (HAVA; 42 USC § 15301 *et seq*.); the National Voter Registration Act (NVRA; 52 USC §20501 *et seq*.); the Election Law Article of the *Annotated Code of Maryland*; Title 33 of the Code of Maryland Regulations (See elections.maryland.gov - “Quick Links” and “Election Law and Regulations”); and all current and future federal and State election laws and regulations as interpreted by SBE.

In Maryland, 23 counties and the City of Baltimore each operate a local elections office. Each office is led by an Election Director hired by the appointed local board of elections (LBE). The LBEs are staffed, equipped, and maintained largely at the expense of their local governments.

SBE, located in Annapolis, Maryland, provides policy and direction to the 24 LBEs in the conduct of elections and the operation of various election-related systems, including the statewide voter registration, candidacy, and election management system (MDVOTERS), SBE’s suite of online services (including online voter registration and ballot request and online absentee ballot delivery), and the unofficial, election night reporting of election results. The voter registration data in MDVOTERS serves as the single official list (database) of eligible voters.

As of February 2019, there were over 4 million active registered voters in Maryland. The number of registered voters by county varies from 13,000 to over 650,000 individuals. The counties with the largest number of registered voters are heavily concentrated in the center corridor of the State and include Baltimore City and Anne Arundel, Baltimore, Montgomery, and Prince George’s Counties.

To comply with the federal requirement for a statewide, centralized voter registration list, the State of Maryland awarded in April 2005 a contract to implement and operate a single, centralized, statewide voter registration system. Under the contract, the following services were provided: (1) project management; (2) a total system solution, involving hardware, application software, and data communications capability; (3) data conversion; (4) data system coordination with internal SBE systems and other agencies; (5) ongoing system operations, maintenance, and support; and (6) transition of the existing voter registration database systems of SBE and 24 LBEs into a single, centralized, statewide system. This system was named MDVOTERS.

In 2011 services were procured under two contracts; one to provide application and help desk support (under the Application (AP) contract); and the second to provide infrastructure support (under the current Data Center (DC) contract). The software is owned by SBE, and MDVOTERS is operated by the incumbent contractor on a leased, dedicated virtualized environment and serves as the managed service provider.

During subsequent contracts, the system’s functionality has expanded and now includes a module to process individuals filing as candidates for federal, State and local offices.  Another module of MDVOTERS, the Election Management module, is under development and will be implemented in 2019.

The SBE has, in addition to and separate from MDVOTERS, an online voter registration and ballot request system (OLVR), voter look-up, polling place locator, and an online system for delivering absentee ballots to requesting voters.   This suite of four online services is called “Voter Services.” SBE owns the software for Voter Services, and the incumbent contractor hosts and manages the environment.

SBE also has online Election Night Results Reporting web servers capable of handling a large volume of hits and refreshes. In addition to the web servers, SBE has a statewide results reporting system accessible to SBE and all 24 LBEs that runs along the same MDVOTERS network. The equipment for this system is provided by SBE, hosted and operated by the incumbent contractor and is separate from MDVOTERS.

### Current Business Process Supported, Users, and System Products

1. During peak usage, about 400 users access MDVOTERS through a secure wide area intra-network on a real-time, interactive basis. MDVOTERS performs the following key functions:
2. Voter Registration
3. Voter Search
4. Voter Verification
5. Voter History
6. Street File Management
7. Election Creation
8. Absentee and Provisional Processing
9. Ballot Processing
10. Petition Management
11. Polling Place Setup
12. Election Worker Management
13. Statistical and Informational Reports
14. Early Voting and Voting Center Management
15. Candidacy Filing and Management
16. Election Management System (under development)

### Existing System Technology, Component, and Interfaces

1. MDVOTERS operates on a centralized network architecture using Citrix to emulate functionality for the end users. The architecture is heavily dependent on network connectivity and performance but reduces the need for application management at the local level.
2. Users have desktop access via a Citrix client. The connection is secured by a two factor authentication solution. The access request is sent across the LBE’s fiber connection to their local government network. The 24 local governments use a variety of hardware, routing devices and software to provide firewall protection and connect to the MDVOTERS WAN through networkMaryland; this variety of solutions adds complexity to the statewide system. Depending on the configuration (*e.g.*, DNS/non-DNS) at the local government site, users are connected to one (1) of two (2) MDVOTERS data centers.
3. The primary data center, the VROC, is currently located in Annapolis. The second data center, the COOP, is located in Cumberland, and provides for redundancy of data and continuity of operations. The COOP data center will remain in place and the new TO Contractor will take over the lease.

### Data Center Components

1. The MDVOTERS infrastructure is a dedicated private environment with its own cybersecurity, computer and storage infrastructure. The server, network, system and security components for each site are listed in Appendices 6, 7, and 8 DC 1 VROC and DC 2 COOP, which will be made available to offerors, on request at a reading room located at the SBE office in Annapolis, upon signing the non-disclosure agreement (see Appendix 5).

### Test and Development Servers

1. For MDVOTERS, there are production database servers and database servers for development, testing, and training. The testing servers are physically and logically separate from the production servers. MDVOTERS has three schemas: Production, Sandbox, and UAT. The production schema is hosted on the production server, and Sandbox and UAT are hosted on the test database server.
2. For Voter Services, there are development, testing and production databases, and all three databases are on the same server.
3. For Election Night Results Reporting, there are only production servers.

### Existing User Access

1. Not all LBE users have access to the Internet. At LBEs with access, Internet usage is often limited to employees requiring it; connection may be via the local government IT Division or direct subscription by the LBE to an ISP. Access to MDVOTERS is via a restricted access, wide area network provisioned by networkMaryland and Verizon.

### MDVOTERS & Voter Services’ Interfaces:

1. In real time, or periodically by file transfer, MDVOTERS shares data with other State and county agencies to: (1) validate voter registration information, (2) pay pollworkers, and (3) provide reports to external organizations and individuals. Data shared includes:
2. Records of felony convictions from Maryland and District Courts.
3. Results from MVA or requests to verify Maryland driver’s license numbers and Social Security numbers. Verification is required in MDVOTERS and with the online voter registration and ballot request system.
4. Electronic voter registration applications from MVA and other State agencies.
5. Death records from the Division of Vital Statistics of the Maryland Department of Health.
6. Payroll records to local jurisdictions to facilitate paying pollworkers.
7. Montgomery County GIS street file data interface with MDVOTERS.
8. Data from other SBE systems.

### Voter Services

1. Voter Services is hosted on a dedicated secure private cloud and includes Secure File Transfer Protocol (SFTP) capability, database servers, administrative access by a two factor authentication solution, and a load balanced website. The Voter Services components are separate physically and logically from MDVOTERS. It has a secure link to the MVA for verification of driver’s license and Social Security numbers and a secure link to MDVOTERS for data exchange. There are cybersecurity tools, intrusion detection, disaster recovery, and business continuity for all cloud functionality.
2. The incumbent TO Contractor provides the equipment, software, and warranty services for hosting except for the Microsoft SQL database licenses. The incumbent TO Contractor owns the equipment and is responsible for maintaining and refreshing the equipment.

### Online Election Night Reporting of Election Results (Web Results)

1. SBE has online results reporting webservers that are capable of managing large volumes of hits and refreshes. The TO Contractor supports the results reporting web servers and provides the necessary software, equipment and hosting. The TO Contractor will be required to take images of the servers once configured for the election, monitor hardware performance, conduct speed tests, ensure load balancing is working properly, provide web statistics, assist with testing as needed, and provide support on election night until all results have been posted. The TO Contractor is also responsible for setting up a specialized load balancer and caching service to handle the additional load on a virtualized environment. The TO Contractor owns the equipment and is responsible for maintaining and refreshing the equipment.

**Statewide Results Collecting Network (“Z Drive”)**

1. SBE has a statewide results reporting system that is accessible from SBE and all 24 LBEs and runs along the same MDVOTERS network. During an election, the LBEs transmit results to a server that is physically separate from MDVOTERS. An application within the MDVOTERS environment will retrieve those results via a mapped drive and import them into SBE’s election management system (AEMS). This system, while mainly used during the election periods, is available at all times. The equipment for this system shall be at the same location and cage as the VROC and must be behind an SBE-provided firewall. Subnets shall be requested from networkMaryland to isolate the network, as needed. SBE will provide the equipment, but the TO Contractor shall be responsible for maintaining it according to the Maryland Department of Information Technology (DoIT) standards (see Section 2.3.10).

### Election Management System (AEMS) Module

1. A new module in MDVOTERS, the Agency Election Management System (AEMS), is being developed and is scheduled for implementation in 2019. This module, when implemented, will interface with other election support systems (such as the software for the voting equipment, the electronic pollbook, the Statewide Results Reporting System, and other modules of MDVOTERS), use candidate information from the candidacy module of MDVOTERS, establish election parameters and define the content and arrangement of each ballot, and use SBE’s website template to create the HTML candidate lists and election results pages. This module, once implemented, will have test and development environments.
2. Because of access requirements, AEMS will have an environment independent from the rest of MDVOTERS. AEMS’ separate environment will be used mainly to transmit HTML files with candidate lists and election results and various data files from AEMS to SBE’s public web server and to the results reporting web servers. The architecture of this environment will be made available to Offerors upon signing the non-disclosure agreement attached as Appendix 5. The current Contractor provides ongoing support for AEMS to communicate with internet-accessible services

### Backups and Disaster Recovery

1. MDVOTERS and Voter Services have two (2) full-time operational sites (VROC and COOP), both of which are sized to service the entire load of MDVOTERS and Voter Services. Redundancy in servers plus real time data replication between the VROC and COOP provide planned disaster recovery capability. The Results Reporting system does not have a COOP site.
2. For MDVOTERS, tapes are used for backups. There are daily, weekly, and monthly backup tapes. A detailed explanation of the tape rotation will be made available to Offerors upon signing the non-disclosure agreement attached as Appendix 5 at a reading room at SBE’s offices in Annapolis.
3. For Voter Services, backups are retained in a dedicated private cloud storage. There are daily, weekly, and monthly backups to the cloud storage.
4. For the Results Reporting system, the current TO Contractor takes backup images of the servers in the days prior to an election and after results are reported and retains the images until the next election. Prior respective images may be overwritten.

### Help Desk Response

1. A separate contractor is responsible for managing and operating the help desk reporting system and providing a single, central phone number, and e-mail address for MDVOTERS users to contact for any problem (*e.g.*, application, database, network, and desktop). The help desk contractor notifies the DC TO Contractor of any reports within the TO Contractor’s responsibilities (*e.g.*, data centers, network, etc.).

### State Staff and Roles

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

SBE’s IT Director, who will be responsible for leading all IT operations at the Agency, including network administration.

The State will provide 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.

### Period Definitions

#### The base term of the Task Order is defined as the period starting with the Notice to Proceed (NTP) on approximately January 1, 2020 and ending on December 31, 2021. The base period is composed of:

1. The system transition period which is defined as the period starting from the NTP and ending with cutover of operations from the current Contractor to the TO Contractor, and
2. The first-year operations period which is defined as the period starting from the successful data center migration and fail-back of operations ending one calendar year after SBE accepts delivery of the task.
3. A minimum of two (2) additional option periods will be considered that coincide with the first anniversary date.

## TO Contractor Requirements

### VROC Data Center Migration

#### The TO Contractor shall take full responsibility for data center operations and network management.

#### The TO Contractor shall begin implementing the System Transition Management Plan (STMP) described in **Section 2.4.5** upon approval of the final STMP.

#### The TO Contractor shall migrate the VROC data center between January 1, 2020 and January 31, 2020.

#### During the data migration process, the TO Contractor shall ensure that MDVOTERS and Voter Services will be available to users at all times.

1. If the TO Contractor is unable to meet this requirement due to technical issues at the COOP data center, the TO Contractor shall immediately notify SBE and provide an estimated downtime schedule.
2. SBE shall not withhold payments or otherwise penalize the TO Contractor for downtime directly caused by the COOP data center.

### TO Manager and TO Contractor Biweekly Staff Meetings

#### The TO Contractor staff shall meet biweekly with the TO Manager and SBE and appropriate SBE staff. These meetings shall be conducted by conference call unless specified otherwise by SBE. The TO Contractor should plan for in-person biweekly meetings during the data center transition period.

#### The TO Contractor shall include in the agenda for the biweekly meetings:

1. Plan to migrate the data center or data center operations and status updates;
2. Plan to fail-over to the COOP;
3. Plan to fail-over to the VROC;
4. Test and verify all systems and circuits;
5. Details of network administration;
6. Review of risk register and issue log;
7. Review of security incidents and issues;
8. Review of threat intelligence feeds (*e.g.* MS-ISAC);
9. Review of networking anomalies and issues;
10. Review of usage and trends;
11. Review of physical and logical access to SBE systems; and
12. Identified enhancements to SBE systems (*e.g.* upgrades, software, maintenance).

 **Annual Work Plan Meetings**

#### Each January, starting January 2020, the TO Contractor shall conduct the annual work plan meeting. The TO Contractor shall meet with the staff of SBE’s Voter Registration, Candidacy and Campaign Finance, and Voting System Divisions to develop the annual work plan. If schedules permit, this meeting may be held in December before the start of the new contract year. SBE, the TO Contractor, and helpdesk staff shall jointly schedule the annual work plan meeting.

#### The purpose of the annual work plan meeting is to define and schedule specific deliverables, review and if necessary update the Service Level Agreement (SLA), identify training needs, and any database maintenance activities for the upcoming calendar year.

#### The annual work plan meetings shall be held at SBE’s office in Annapolis, MD and last three (3) to four (4) days.

#### Based on decisions made at the annual work plan meeting, the TO Contractor shall submit an Annual Work Plan for the upcoming year. The **Annual Work Plan** shall include the information defined in **Section 2.4.5**.

### VROC and COOP Backups and Disaster Recovery Requirements

#### In general, the TO Contractor shall:

1. Perform daily, weekly, and monthly backups of the data, applications, systems, servers, and network device configuration with SBE and SBE Contractors;
2. Complete backups daily during the downtime window;
3. Meet the performance standards related to back-ups as described in Section 2.3.7;
4. If cloud storage is proposed, it must be a dedicated private cloud for SBE use only;
5. Deliver weekly to SBE the MDVOTERS and Voter Services backup tapes for off-site storage;
6. Perform quarterly testing to validate the backups can be used to restore either individual data elements or restore the entire system;
7. Work with SBE and SBE contractors to a full disaster recovery test migrating all users from the VROC to the COOP annually for an agreed upon period of time; and
8. Implement disaster recovery and business continuity according to DoIT standards (see Section 2.3.10).

#### The TO Contractor shall be responsible for performing the backups for:

1. MDVOTERS, Voter Services, and Results Reporting at the VROC data center, and
2. MDVOTERS and Voter Services at the COOP data center.

### Operate and Maintain the MDVOTERS Data Centers, Voter Services and Results Reporting; Network Administration; Establish an SLA and SLA Reporting.

#### **Data Center Operations and Maintenance for MDVOTERS**

1. The TO Contractor shall establish, provide equipment, staff, operate and maintain two data centers (VROC and COOP) and host the MDVOTERS statewide voter registration, candidacy, and election management system.
2. The TO Contractor shall provide optimized individual data center server load balancing, load balancing between VROC and COOP, continuity of business operations, (*e.g.*, fail-over to the other data center in case of a “data center down” event), and full replication of the data transactions recorded at either site. The architecture of the current VROC and COOP data centers will be made available to Offerors upon signing the non-disclosure agreement (see Appendix 5) at a reading room at SBE’s offices in Annapolis.
3. The TO Contractor’s data centers (VROC and COOP) shall have networkMaryland connectivity prior to activation, allowing all 24 LBEs and SBE to access MDVOTERS, and be capable of processing the peak workload of the entire MDVOTERS community (400 users).
4. The TO Contractor’s data centers (VROC and COOP) shall meet the minimum standards for a Tier 2 data center, including but not limited to:
	1. 24/7/365 NOC/SOC monitoring;
	2. Fire suppression;
	3. Redundant heat and humidity control (redundant HVAC);
	4. Impenetrable security, using firewall, intrusion detection, intrusion prevention and other measures to provide defense-in-depth;
	5. Uninterruptible power supply and backup generator;
	6. Fiber Connectivity to NwMD;
	7. Connectivity and continuous access among the two (2) data centers; SBE; the 24 LBEs; and MVA headquarters in Glen Burnie, Maryland;
	8. Physical security and controlled access, including physical separation of the MDVOTERS equipment from the TO Contractor’s other client equipment, using either a separate, secured room, or a secured, impenetrable cage within a shared server room;
	9. Support the existing two factor authentication solution;
	10. Server and database monitoring;
	11. Application server support – Anti-virus monitoring and signature updates; hot fixes/patches, upgrades;
	12. Operating system patch management system with reporting;
	13. Appliance firmware, configuration, setups and maintenance;
	14. Cybersecurity- IDS/Universal Security Monitor;
	15. Human and tools-based performance and availability monitoring;
	16. Performance Management;
	17. Incident Management and Incident Response;
	18. Baseline Infrastructure, Virtual Host/Appliance, and Change Control Reporting;
	19. Backup and Recovery (coordinate with Help Desk Contractor database staff – see Section 2.3.7); and
	20. Off-Site Tape Rotation (arrange with MDVOTERS System Administrator).
5. The TO Contractor shall install or configure any third-party monitoring devices or software requested by SBE.
6. The TO Contractor shall support the programming of the interfaces and data imports to MDVOTERS and ensure that intersystem online communication, connectivity and file transport are functioning properly for interfaces and data imports.
7. The TO Contractor shall support the partially separate environment for the AEMS module and support its communication with internet-accessible services. The architecture of this environment will be made available to Offerors upon signing the non-disclosure agreement (see Appendix 5) at a reading room at SBE’s offices in Annapolis.
8. For the COOP data center, the TO Contractor shall obtain equipment for the COOP data center but retain its current architecture. The current equipment is operational but is owned by the incumbent contractor. The TO Contractor shall propose in its Technical and Financial Proposal a hardware solution for the COOP data center, that is, purchase the existing equipment, purchase new equipment, or provide a lease structure as part of a managed services contract.

#### **Data Center Operations and Maintenance for Voter Services**

1. The TO Contractor shall:
	1. Establish, provide equipment, cybersecurity, software and warranty services, staff, operate and maintain two data centers (VROC and COOP), and host the Voter Services system. The data centers shall be at the same location as the data centers for MDVOTERS. The architecture of the current VROC and COOP data centers will be made available to Offerors in the reading room at SBE’s Annapolis offices provided the Offeror sign the Non-Disclosure Agreement attached as Appendix 5.
	2. Provide a system with a dedicated secure private cloud for OLVR, SBE’s online ballot delivery system, and the verification of drivers’ license information. The cloud shall have:
		1. SFTP capability;
		2. Database servers;
		3. Load-balanced website;
		4. Secure link to the Motor Vehicle Administration (MVA) to verify drivers’ license information;
		5. Support the existing two factor authentication solution;
		6. Secure link to MDVOTERS for data exchange.
	3. Not provide a community/public or shared cloud solution.
	4. Install and maintain a dedicated Web Application Firewall Appliance.
	5. Configure all devices to Universal Security Monitor/Security Event Information Management.
	6. Configure all devices to the Syslog Event Archive appliance (KIWI Server)
	7. Be prepared for peak periods in the election cycle (approximately 80,000 OLVR users during a 24 hour period).
	8. Track up-time and service issues.
	9. Be able to configure and adjust firewall and Web Application firewall settings when SBE discovers new security threats, and WEBAPP Firewall security alerts.
	10. Host this system at the same location as the VROC data centers for MDVOTERS and the same COOP data center for MDVOTERS. Except as noted below, the requirements for the Voter Services’ VROC and COOP shall be the same as MDVOTERS, above.
		1. Connectivity to the 24 LBEs is not required.
		2. There is connectivity to the other State databases. A description of these connections will be made available to Offerors upon request after signing the non-disclosure agreement in the reading room at SBE’s Annapolis offices (Appendices 6 and 7).
	11. Implement disaster recovery and business continuity according to DoIT standards (see Section 2.3.10).

#### **Operate and Maintain Results Reporting Website**

1. The TO Contractor shall:
	1. Provide all equipment, cybersecurity, system software and warranty services for hosting of an online Election Night Results Reporting System.
	2. Be capable of handling large volumes of hits and refreshes (approximately 250,000 page requests and four (4) million requests on election night).
	3. Locate this equipment in the Voter Services’ infrastructure.
	4. Install a load balancer and caching service to handle the additional load during prime time and create three (3) virtualized web services on the existing equipment to be load balanced for Election Night Results reporting.
	5. With SBE, conduct website stress and performance testing twice before each election.
	6. Provide 24 hour support starting at local time 12 noon on Election Day through 12 noon on the day after the election. This support shall be provided for both the primary and general elections.
	7. Own the equipment and be responsible for maintaining and refreshing it according to DOIT and SLA standards.
	8. Recommended: Use a Content Distribution Network (*e.g.,* Cloudflare) to assist with handling election night results traffic.
	9. Note: there are web servers for posting results at the COOP data center for the Results Reporting System.

#### **Network Administration and Support**

1. Shall include at a minimum:
	1. 24/7/365 coverage
	2. Network Monitoring and Support, including automated alerts when any of the systems (networks, databases, or websites are down.
	3. Architecture and Component Monitoring
	4. Security Monitoring and Log Review
	5. Load balancing among the servers in each data center and between the VROC and COOP sites
	6. Routing and Switching
	7. Firewall Management
	8. Routers/Switch Management
	9. Intrusion Detection/Prevention System
	10. Data Loss Prevention
2. The TO Contractor shall work with SBE and SBE Contractors to validate third-party software releases. SBE shall provide authorization to proceed and be able to manage the distribution of these releases at the appropriate sites. The TO Contractor may pass along materials costs but shall not mark-up any material costs.
3. The TO Contractor shall implement a method for prioritizing repair of reported problems. The TO Contractor shall prioritize issues in the following order:
	1. One or more of the systems are not available for use.
	2. One or more critical functions are not available for a subset of users.
	3. One or more critical MDVOTERS functions are not available to a single LBE in order from largest LBE to smallest; and
	4. MDVOTERS functionality is not available to a single user.

### Respond to MDVOTERS Help Desk Issues

#### The TO Contractor staff shall be contacted by the SBE Contractor responsible for the management of SBE’s central help desk when problems are reported on TO Contractor responsibility areas (*e.g.*, data centers, network). The TO Contractor shall resolve assigned Help Desk issues and report the resolution to the central Help Desk.

#### The TO Contractor shall resolve all problems in its responsibility areas, formally documented and reported, in performance, malfunction, or deviation from an approved functional or technical specification of MDVOTERS, including any compatibility problems with third-party software or operating system software. Major corrective action by the TO Contractor shall be reviewed and approved by SBE before the TO Contractor proceeds.

#### If not resolved by the previous contractor, there may be trouble ticket items in the Help Desk reporting system desktop, hardware, connectivity or other items that will transfer to the TO Contractor and become the responsibilities of the TO Contractor.

#### The TO Contractor shall provide to SBE and the Help Desk Contractor weekly Help Desk Issue Lists, to keep the team informed on the status of MDVOTERS issues. The MDVOTERS System Administrator shall forward a list of open tickets for the TO Contractor to update the Help Desk system with work completed or in progress.

#### The TO Contractor shall access and update ticket status in the Help Desk system. SBE staff approved in writing by the TO Manager shall have read and write access to Help Desk system tickets and reports, but only Contractor Help Desk staff are permitted to create new tickets in the system. Security-cleared TO Contractor staff approved by the TO Manager may be granted read or read/write access to Help Desk system tickets in order to review and report status on their assigned tickets. TO Contractor shall close tickets according to the procedures authorized by SBE.

### Disaster Recovery and Data Backup

#### The TO Contractor shall coordinate with the Help Desk Contractor to perform daily, weekly and monthly backups of the data, applications, systems, servers and network device configuration settings. Backups must be completed daily within the downtime window to ensure security of data and availability of the system to users at the start of the next work day. The TO Contractor shall deliver backup tapes daily to SBE for storage off-site. The basic rotation and retention schedule for the VROC and COOP is:

#### VROC

1. Daily backups. 15 total tapes. TO Contractor shall transport tapes weekly in a locked case to SBE for storage. SBE retains 7-14 daily backup tapes at a time.
2. Weekly backups. Seven (7) total tapes. TO Contractor shall deliver a new tape to SBE for storage at the beginning of each week. SBE retains six (6) weekly backup tapes at a time.
3. Monthly backups. 25 total tapes. TO Contractor shall deliver a new tape to SBE the 1st of each month for storage. SBE retains 24 monthly backup tapes at a time.
4. When the rotation has run for one (1) week, SBE will hold the seven (7) daily tapes and the one (1) weekly tape on hand to start the week. On day one of week two, SBE shall receive from the TO Contractor one (1) weekly and one (1) daily backup tape and SBE shall return seven (7) daily tapes to the TO Contractor for reuse. This rotation shall continue with daily tapes as stated. Weekly tapes shall accumulate for five (5) or six (6) weeks until a monthly tape is delivered, and the weekly tape shall be swapped on the 1st of each week. Monthly backup tapes shall be a one-for-one swap after 24 months (i.e., one tape for each month within the last 24 months will be retained).

#### COOP

1. The COOP Backup process is same as the one used for VROC; however, due to the distance of the COOP from SBE, there will not be a weekly turnover to SBE. Tapes may be stored in a safe onsite. As the COOP is constantly replicated from VROC, this will not cause disaster recovery issues.

#### Disaster Recovery

1. The architecture of MDVOTERS entails two (2) full time operational sites (VROC and COOP), either of which are sized to handle the entire load of MDVOTERS. Redundancy in servers plus real time data replication between the VROC and COOP provide planned disaster recovery capability. The Help Desk Contractor is responsible for application and database operations and maintenance. The Help Desk Contractor shall work with the TO Contractor (responsible for infrastructure) to ensure the effectiveness of the MDVOTERS disaster recovery measures. Fail-over tests, involve taking one data center off line, shifting operations to the other data center, and then restoring the off-line data center shall be scheduled annually by SBE and both the Help Desk Contractor and DC TO Contractor.

### Optional Tasks to be Implemented at SBE Discretion

#### Additional Tasks: Other tasks may be identified by the TO Manager. As determined by the TO Manager, these unique tasks may be added to the Task Order via the TO modification process, subject to approval by DoIT, and the Board of Public Works (BPW), as applicable. The TO Contractor shall perform any additional tasks that have been identified in the modification(s). Some modifications may require at least minimal System Development Life Cycle management. (See http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx)

#### Transition to New COOP Site: At SBE’s request, the TO Contractor shall develop and implement a plan to relocate the current COOP data center and establish, provide equipment, staff, operate and maintain the new COOP data center. SBE will not request this optional task until the transition to the new VROC data center is complete. If requested, SBE will provide the TO Contractor with minimum requirements for the COOP data center.

### System Upgrades: The TO Contractor may propose system upgrades. If approved by SBE, the deliverable for performing system upgrades will be billed according to the relevant modification if approved by the State. TO Contractor-Supplied Hardware, Software, and Materials

#### The Help Desk Contractor, in coordination with the TO Contractor, shall prepare third party software releases and stage at the development environment for validation. The TO Contractor shall not install releases without SBE’s authorization to proceed. SBE will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new system software releases. Any material costs must be passed through with no mark-up by the TO Contractor.

#### As part of hosting, the TO Contractor shall lease equipment needed to SBE for MDVOTERS, Voter Services, and Results Reporting. Appendices 6 DC1 and 7 DC2 for current configurations will be made available upon request and after signing the non-disclosure agreement in the reading room at SBE’s Annapolis offices. This cost should be included in the Operations and Maintenance price.

#### The TO Contractor shall continue to own the equipment and shall be responsible for maintaining and refreshing it according to DoIT standards (see Section 2.3.10). TO Contractor shall follow standards set in the SLA.

#### By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

#### The State shall be permitted limited user-specific application configuration settings.

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

#### All Upgrades and regulatory updates shall be provided at no additional cost.

#### By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

#### The State requires that the Offeror price individual software modules separately.

#### The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.

#### The Offeror shall install and provide all documentation for the software furnished under this Task Order.

### Required Project Policies, Guidelines and Methodologies

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

1. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
2. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy; and
3. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>.

#### The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. Any Contractor assigned personnel shall follow a consistent methodology for all contract activities.

### Product Requirements

#### No international processing for State Data: As described in **Section 3.6 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.

#### Any TO Agreement award is contingent on the State’s agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.M.2.** Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.

#### The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.

#### In addition to any notices of renewal sent to the Agency, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

### Maintenance and Support

#### Maintenance and support, and TO Contractor’s ongoing maintenance and support obligations, are defined as follows:

1. Maintenance commences at the State acceptance of initial startup activities. Billing for such maintenance and support shall commence after STMP implementation.
2. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract. Support shall be provided for superseded releases and back releases still in use by the State.
3. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any software provided with the Deliverables, commencing upon the completion of the Annual MDVOTERS Work Plan.
	1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
	2. Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
	3. Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as “Updates”) for any software.
	4. TO Contractor duties and responsibilities are outlined in **Section 2.3**, which also includes Help Desk support:
		1. Help Desk services are available during Normal State Business Hours.
		2. The Help Desk Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed. The Help Desk Contractor will notify the DC TO Contractor of any reports within the TO Contractor’s responsibilities (e.g., data centers, network, etc.).

### Technical Support

#### “Technical Support” means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.

#### Technical Support shall available during Normal State Business Hours. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.

#### TO Contractor shall return calls for service of emergency system issues (see **Section 2.5 Service Level Agreement**) within one (1) hour.

#### The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

## Deliverables

### Deliverable Submission

1. For every deliverable, the TO Contractor shall request that SBE’s Project Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
2. SBE's Project Manager will acknowledge receipt of the deliverable via email.
3. The contents of all documents and communications on this Task Order are for SBE use only and may not be shared with outside parties electronically or by other means of reproduction. All written deliverables (correspondence and printed copies) must be marked as follows: "Subject to Pre-decisional/Executive Privilege; For SBE Internal Use Only."
4. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. For a deliverable provided as a .PDF file, the TO Contractor shall provide a Microsoft editable format (such as .docx, .xlsx, or .pptx). At the TO Manager’s discretion, the TO Manager may request one hard copy of a written deliverable.
5. The TO Contractor shall use Times New Roman with a font size of 12 or larger for all deliverables.
6. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable and shall be followed each time the TO Contractor submits a deliverable.
7. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### Deliverable Acceptance

1. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable, as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
2. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
3. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable via a standard email which will outline each deliverable. Following the return of the deliverable email, indicating “Accepted” by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**.
4. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
5. At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

### Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
8. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
9. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### Deliverable Descriptions/Acceptance Criteria

The TO Contractor shall submit by the required date(s) the deliverables listed below. The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. Each deliverable is tied to a payment in the Price Proposal Form (**Attachment B**). Acceptance criteria for the deliverables are listed in the table below.

| **TORFP Reference** | **Deliverables** | **Acceptance Criteria** | **Due Date / Frequency** |
| --- | --- | --- | --- |
|  **2.4.5.1** **Deliverables Related to TO Contractor’s Operations** |
| 2.4.5.1 (A)(1) | Security Monitoring and Log Review Plan | Plan detailing how the TO Contractor will provide audit logs, explaining the method of review, highlighting attempted security breaches and system anomalies.  | Annually: January 1st of each year  |
| 2.4.5.1 (A)(2) | Asset Management Plan | Plan detailing how the TO Contractor will maintain current assets and provide a plan to properly manage and account for the elements that make up the SBE Systems. | Annually: January 1st of each year |
| 2.4.5.1 (A)(3) | Controls Management Plan | Plan explaining how the TO Contractor will adhere to the applicable controls and methodologies to meet the security, availability, integrity and processing requirements of the contract and DoIT policies. | Annually: January 1st of each year |
| 2.4.5.1 (A)(4) | Configuration and Change Management Plan | Plan detailing how the TO Contractor will account for and verify system configuration changes over the contract period.  | Annually: January 1st of each year |
| 2.4.5.1 (A)(5) | Vulnerability Management Plan | Plan detailing how the TO Contractor shall provide an outline identifying, classifying, remediating, and mitigating potential vulnerabilities. | Annually: January 1st of each year |
| 2.4.5.1 (A)(6) | Incident Management Plan and Incident Response Procedures | Plan detailing how the TO Contractor shall document all incidents and provide managed responses. | Annually: January 1st of each year |
| 2.4.5.1 (A)(7) | Service Continuity Management Plan | Plan detailing how the TO Contractor proposes providing IT disaster recovery for the data centers. | Annually: January 1st of each year |
| 2.4.5.1 (A)(8) | Plan for Security Awareness Training | Plan detailing how the TO Contractor will provide training to staff and document that the training has been completed (training records). | Annually: January 1st of each year |
|  **2.4.5.2 Deliverables Related to System Transition**  |
| 2.4.5.2 (A) | System Transition Management Plan (STMP) | Plan detailing how the TO Contractor intends to manage the transition in accordance with requirements and described content. | NTP + 15 Business Days or sooner |
| 2.4.5.2 (B) | STMP Implementation Status Reports | Reports outlining project milestones, including planned completion dates, statuses, and metrics reporting.  | Weekly starting within seven (7) Business Days of NTP |
| 2.4.5.2 (B) | Final STMP Implementation Report | Report summarizing transition and implementation in accordance with requirements and described content.  | No later than January 11, 2020 |
| 2.4.5.2 (C) | Final Transition Staffing Plan | Plan detailing how the TO Contractor shall assign staff during the transition to the new data center, including description of duties and qualifications.  | NTP + 15 Business Days or sooner |
| 2.4.5.2 (D) | Final Transition Risk Management Plan | Plan detailing how the TO Contractor will identify risks and the people, policies, procedures, and techniques to mitigate the identified risks. This identifies risks and mitigation strategies related to the transition to the new data center. | NTP + 15 Business Days or sooner |
| 2.4.5.2 (D) | Transition Risk Register and Issue Logs | Reports identifying risks and issues (including severity level, probability, status, causes, resolution details) associated with the transition to the new data center. | Biweekly on Tuesday  |
|  **2.4.5.3 Deliverables Related to System Security**  |
| 2.4.5.3 | Final System Security Plan | Plan detailing how the TO Contractor will ensure compliance with security requirements. This Microsoft Word Document shall provide input on the System Security Plan (SSP) as outlined in accordance with requirements and described content. | NTP + 30 Business Days or sooner Annually: February 1st of each year |
|  **2.4.5.4 Deliverables Related to Operations**  |
| 2.4.5.4 (A) | Annual MDVOTERS Work Plan | Plan detailing the TO Contractor’s work related to MDVOTERS for the upcoming year and governs scheduling of data center and network administration activities in accordance to requirements and described content. | No more than 10 Business Days after the Annual Work Plan meeting |
| 2.4.5.4 (B) | Annual Voter Services and Results Reporting Work Plan | Plan detailing the TO Contractor’s work related to Voter Services and Results Reporting for the upcoming year and governs scheduling of data center and network administration activities in accordance to requirements and described content. | No more than 10 Business Days after the Annual Work Plan meeting |
| 2.4.5.4 (C) | Annual Deliverable and Payment (D&P) Schedule | Document describing the upcoming year’s schedule of deliverables and payment in accordance with the requirements of the TORFP and described content.  | With Annual Work Plans (No more than 10 Business Days after the Annual Work Plan meeting) |
| 2.4.5.4 (D) | Operations Risk Management Plan | Plan detailing how the TO Contractor will identify risks and the people, policies, procedures, and techniques to mitigate the risks. This plan addresses post-transition risks and mitigation strategies.  | Annually: January 15th of each year  |
| 2.4.5.4 (D) | Operations Risk Register & Issue Log | Reports identifying risks and issues (including severity level, probability, status, causes, resolution details) associated with post-transition.  | Biweekly on Tuesday  |
| 2.4.5.4(E) | Backup and Disaster Recovery Plan | Plan detailing how the TO Contractor will back up data at the two data centers and conduct disaster recovery activities.  | Draft: NTP + 10 Business Days Final: January 31st of each year |
| 2.4.5.4 (F) | Service Level Agreement  | Agreement outlining the operation and maintenance of the VROC and COOP data centers.  | No more than 10 Business Days after the Annual Work Plan meeting  |
| 2.4.5.4 (G) | Service Level Agreement Monthly Report | Reports outlining the TO Contractor’s work and system performance for the prior month.  | Draft: NTP + 10 Business DaysFinal: 7th day of each month |
| 2.4.5.4 (H) | Network and System Administration Plan | Plan detailing how the TO Contractor will provide input on various network and system infrastructure. | Draft: NTP + 10 Business DaysFinal: Within 10 Business Days of receiving SBE feedback |
| 2.4.5.4 (I) | Operational Staffing Plan | Plan detailing how the TO Contractor shall assign staff during the post-transition period, including description of duties and qualifications.  | Draft: NTP + 10 Business DaysFinal: Within 10 Business Days of receiving SBE feedback |

### Deliverable Requirements

#### **Deliverables Related to TO Contractor’s Operations**

1. The TO Contractor shall provide the following documents annually, by January 1st:
	1. Security Monitoring and Log Review Plan;
	2. Asset Management Plan;
	3. Controls Management Plan;
	4. Configuration and Change Management Plan;
	5. Vulnerability Management Plan;
	6. Incident Management Plan and Incident Response Procedures;
	7. Service Continuity Management Plan; and
	8. Plan for Security Awareness Training.
2. The TO Contractor shall provide an annual SOC 2 Type 2 Audit Report, as required in **Section 3.7**, within five (5) days of receipt, but no later than April 1st of each year. An updated Risk Assessment shall also be submitted by the TO Contractor annually with the SOC 2 Type 2 Audit Report, as required in **Section 3.7**.

#### **Deliverables Related to System Transition**

1. System Transition Management Plan (STMP)
	1. The STMP shall cover the period from NTP through transition to the new VROC data center (January 31, 2020) and include:
		1. A qualified management approach and ability to control and deliver the requirements of this contract;
		2. An organizational chart with the staff the TO Contractor will assign to migrating to the new data center and performing ongoing operation and maintenance. The chart shall include each person’s name, title, and annual hours assigned to: (1) data center migration; (2) data center operations and security; and (3) coordination with the Help Desk Contractor on interrelated duties. The TO Contractor may propose additional staff or combine multiple functions into one (1) position as long as the assigned person is qualified for both functions and the both functions will be fully performed.
		3. The specific steps to transition to the new VROC, including:
			1. Milestones, including VROC and COOP operational testing of load balancing, catastrophic failure and automatic failing-over to the other data center, agency interfaces, data replication, and data testing of each database schema;
			2. Due dates for each milestone;
			3. Any deliverables (*e.g.*, reports on testing);
			4. The names of the individuals responsible for each task; and
			5. A description of the technical risks associated with migrating from the existing system.
		4. A detailed description of any subcontracted work and the name and address of the proposed subcontractor(s), including MBE subcontractors.
	2. The TO Contractor shall submit a Final STMP within fifteen (15) Business Days of NTP.
2. STMP Implementation Status Reports
	1. The TO Contractor shall submit a weekly report on the status of the System Transition Management Plan. The TO Contractor shall submit the first weekly report within seven (7) Business Days of NTP.
	2. No later than January 11, 2020, the TO Contractor shall submit a final report on the status of the System Transition Management Plan.
		1. If any tasks remain incomplete, the TO Contractor shall include in the final report a schedule for completing these tasks.
		2. The TO Contractor shall submit a weekly report on the status of the remaining tasks until all tasks related to this transition are complete.
3. Transition Staffing Plan
	1. The TO Contractor shall include in the Staffing Plan a general description of proposed personnel. SBE will not use these descriptions to establish company or personnel minimum qualifications.
	2. The TO Contractor shall submit a final Transition Staffing Plan within 15 days of the NTP.
	3. The TO Contractor shall ensure that that the proposed personnel will be available for the start date specified in the NTP.
4. Transition Risk Management Plan and Risk Register and Issue Log
	1. The Transition Risk Management Plan shall identify risks and mitigation strategies for the transition to the new VROC data center.
	2. The plan shall include an acknowledgement that the TO Contractor will maintain the plan throughout the transition and provide SBE with a risk register and issue log every week.
		1. The risk register is a bulleted or table list of the risks that may lead to potential issues over the calendar year.
		2. The issue log is a bulleted or table list of the open and closed issues over the calendar year.
	3. The TO Contractor shall submit a final Transition Risk Management Plan within 15 days of the NTP.

#### **Deliverables Related to System Security**

1. System Security Plan (SSP)
	1. The SSP details the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements.
	2. The TO Contractor shall:
		1. Protect State data according to a written security policy (“System Security Plan”);
		2. Ensure that its System Security Plan is no less rigorous than the State’s System Security Plan;
		3. Submit a draft System Security Plan with the Technical Proposal;
		4. Incorporate any feedback from SBE before submitting a final System Security Plan;
		5. Submit a final System Security Plan within thirty (30) days of NTP; and
		6. Submit an updated System Security Plan by February 1st of each year.
	3. The SSP shall:
		1. State how system access in the proposed solution will be managed;
		2. Describe the location of any data processing or data storage;
		3. Describe security at all layers of the solution—application, server, database, data exchange, and network security, and how all have the ability to manage access and privileges;
		4. Describe how security measures will protect data for the entire data life cycle, ensuring that data remains protected for as long as it is in the control of the vendor and, when required, is securely destroyed;
		5. Describe how the proposed solution will meet or exceed compliance with all state-level security requirements. (The TO Contractor shall provide their security policies, standards, and guidelines at SBE’s request.);
		6. Describe how encryption will be implemented for data “at-rest” and “in-transit”;
		7. Describe how User Access Management will be handled;
		8. Describe how multi-level security and backup is provided for the data in the system;
		9. Describe a process for notifying SBE in the event of a cybersecurity breach of the system or other unauthorized access immediately;
		10. Describe any reservations with State officials performing due diligence and conducting independent security risk assessments (including third-party security assessments); and
		11. Include a plan for the following reporting:
			1. Risk Assessment Reporting;
			2. Vulnerability Scan Reporting; and
			3. Incident Response Reporting, as outlined in National Institute of Standards and Technology (NIST) SP 800-61, Computer Security Incident Handling Guide and including:

Preparation;

Detection and analysis;

Containment, eradication, and recovery;

Post incident activity;

Security incident case reporting;

User/administrator reporting;

Audit reporting;

Denial of service (DOS) attack reporting; and

Detected data exfiltration or manipulation.

#### **Deliverables Related to Operations**

1. Annual Work Plan for MDVOTERS
	1. The TO Contractor shall coordinate with the Help Desk Contractor on the development of an Annual Work Plan for MDVOTERS.
	2. Based on the decisions made at the annual work plan meeting, the TO Contractor shall submit to SBE's TO Manager and within ten (10) Business Days of the Annual Work Plan meeting a draft Annual Work Plan for the upcoming year.
	3. The Annual Work Plan shall include:
		1. A sign-in sheet for meeting attendees, including each person’s name, title, company, time of arrival, and time of departure;
		2. A schedule for data center and network administration activities;
		3. Planned upgrades to data center equipment or software;
		4. Timing of maintenance activities;
		5. LBE equipment to be serviced;
		6. A revised draft SLA for services covered under the Contract;
		7. Review of most recent Risk Assessment and SOC 2 Report required by §3.7;
		8. Evaluation of organizational structure, reporting lines, authorities, and responsibilities;
		9. Review of job descriptions;
		10. Evaluation of need for additional tools and resources to achieve business objectives;
		11. Review of policies and procedure for accuracy and completeness;
		12. Testing of business continuity plans for the system and update recovery procedures as needed based on results;
		13. Review of access rights to system components to confirm users are authorized and have appropriate levels of access;
		14. Re-evaluation of security events identified in the prior year reevaluated;
		15. Evaluation of the need for changes and updates to system components to achieve business objectives;
		16. Forecast future capacity requirements; and
		17. Review completion of scheduled maintenance for environmental protections for data centers.
2. Annual Work Plan for Voter Services and Results Reporting
	1. After discussions with appropriate SBE project managers, the TO Contractor shall develop an Annual Work Plan for Voter Services and Election Night Results Reporting. The work plan shall include the applicable requirements listed in subsection (A)(3) of this section.
	2. The TO Contractor shall submit a draft plan within ten (10) Business Days of the Annual Work Plan meeting.
	3. After receiving SBE’s feedback on the draft Annual Work plan, the TO Contractor shall submit the final Annual Work Plan.
3. Annual Deliverable and Payment (D&P) Schedule
	1. With the annual work plans required by subsections (A) and (B) above, the TO Contractor shall submit to SBE's TO Manager a draft Annual Deliverables and Payment Schedule.
	2. The TO Contractor shall use a Microsoft Excel spreadsheet with the following columns:
		1. Month;
		2. Deliverables for the upcoming year;
		3. Cost;
		4. Scheduled due date (the last day in a month, unless stated otherwise in this contract or by agreement);
		5. Item cost;
		6. Cumulative percentage (%) of deliverables compared to contract; cumulative amount invoiced to date; and
		7. Totals equaling the annual contract value.
	3. Upon approval of the Annual D&P Schedule, the TO Contractor shall use the schedule for invoicing that year.
	4. If additional tasks are added to this Contract, the TO Contractor shall include these tasks in the Annual D&P Schedule.
4. Operations Risk Management Plan and Risk Register and Issue Log
	1. The TO Contractor shall submit to SBE's TO Manager:
		1. An updated Risk Management Plan by January 15th of each year; and
		2. An updated risk register and issue log every two (2) weeks.
			1. The risk register is a bulleted or table list of the risks that may lead to potential issues over the calendar year.
			2. The issue log is a bulleted or table list of the open and closed issues over the calendar year.
5. Backup and Disaster Recovery Plan
	1. The TO Contractor shall submit within ten (10) days of NTP, a draft plan to perform the required backups and test disaster recovery.
	2. Upon written approval by SBE, the TO Contractor shall implement the backup and disaster recovery plan.
	3. By January 31st of each year, the TO Contractor shall submit to SBE an updated plan.
6. Service Level Agreement (SLA)
	1. The TO Contractor shall submit an SLA for operation and maintenance of the two (2) data centers and network administration. (See **Section 2.6** for SLA minimum contents and reporting requirements.)
	2. In response to a request for changes from SBE's Contract Manager, the TO Contractor shall modify the SLA to reflect SBE's Contract Manager’s changes. During the Annual Work Plan meeting, SBE and the TO Contractor shall identify changes to the SLA.
	3. Based on the changes discussed, the TO Contractor shall submit to SBE an updated SLA within ten (10) Business Days of the Annual Work Plan meeting.
	4. SBE reserves the right to modify the TO Contractor’s proposed and revised SLAs.
7. Service Level Agreement (SLA) Monthly Report
	1. Within 10 days of NTP, the TO Contractor shall submit a draft SLA Monthly Report.
		1. The SLA Monthly Report shall include summary and detail reports.
		2. The TO Contractor shall incorporate any changes provided by SBE's Contract Manager.
		3. The TO Contractor shall use the approved SLA Monthly Report template.
	2. The TO Contractor shall submit to SBE's Contract Manager an electronic version of the SLA Monthly Report by the 7th of each month.
	3. The SLA Monthly Report shall contain the information required by **Section 2.6**.
	4. Report reviews by SBE may result in requests for changes in operating practices or SLA Monthly Report content, in order to improve management.
8. Network and System Administration Plan
	1. Within 10 days of the NTP, the TO Contractor shall submit a draft Network and System Administration Plan.
	2. The Network and System Administration Plan shall include:
		1. The specific tasks, policies, procedures, and activities required to properly maintain SBE’s systems described in this SOW;
		2. Various network components, network segments, server infrastructure, storage infrastructure, backups, cybersecurity, alerting, and capacity planning;
		3. The personnel responsible for each of the administrative and management tasks;
		4. A plan for testing and updating the VROC and COOP data centers with third-party software releases; and
		5. The TO Contractor shall incorporate any changes provided by SBE’s Contract Manager.
	3. The TO Contractor shall incorporate any changes provided by SBE’s Contract Manager and submit a final plan within 10 days of receiving changes.
9. Operational Staffing Plan
	1. Within 10 days of the NTP, the TO Contractor shall submit a draft Operational Staffing Plan.
	2. The plan shall include:
		1. Personnel and qualifications of the staff that will support and maintain the SBE’s systems covered by this TORFP;
		2. The TO Contractor’s methodology to properly achieve the deliverables of the contract and maintain or exceed the SLAs in **Section 2.6**; and
		3. How additional resources shall be acquired to meet the needs of contract.
	3. The TO Contractor shall incorporate any changes provided by SBE’s Contract Manager and submit a final plan within 10 days of receiving changes.

## Change Orders/Modifications

### Modifications

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

## Service Level Agreement (SLA)

### Definitions

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

### SLA Requirements

SBE requires an SLA for Data Center operations; security; and network administration services with the TO Contractor for all SBE systems hosted by the TO Contractor. The SLA shall note that annually in January, the TO Contractor and SBE shall review, modify as needed, and renew the Service Level Agreement. The TO Contractor shall submit to SBE the updated SLA no more than ten (10) Business Days after the Annual Work Plan meeting.

The following SLA represents the minimum level of service SBE expects from the TO Contractor. The

TO Contractor shall respond to the SBE-proposed SLA with a TO Contractor-proposed SLA, which will

expand upon and offer modifications to the SLA proposed by SBE. Following the NTP, the TO

Contractor shall meet with the TO Manager to resolve the specifics of the SLA in order to ensure that the

support needs of the Agency are met.

1. The TO Contractor’s SLA proposal shall address at a minimum:
	1. Response to Help Desk Calls (see **Section 2.3.7**).
	2. Data Centers services (hardware, daily operations, security, and network administration).
	3. Triage of “System-Down” Events: The TO Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of TO Contractor resources throughout the Task Order term. The order of priority will be:
		1. issues preventing operation of MDVOTERS statewide;
		2. issues denying critical functionality to several LBEs;
		3. issues denying critical functionality to a single LBE, in order from largest LBE to smallest; and
		4. issues denying functionality to a single user.
	4. Response times as defined in the Impacts Level table below.
	5. Summary of actions taken in response to any events addressed in the Impacts Level table below.
	6. Statewide system availability.
	7. Coordination of operations and maintenance with the TO Contractor responsible for Help Desk and software development.
2. Notification of SBE: The TO Contractor shall notify SBE immediately, and no more than within five (5) minutes of failure, of a detected cybersecurity incident, data breach, unauthorized access to SBE systems, or other failure involving a data center component, network, or interface with MDVOTERS.
	1. The TO Contractor shall notify SBE’s TO Manager, TO Project Manager, and the Help Desk Contractor by telephone.
		1. In the case of a live (ongoing) security incident, database threat, or Denial of Service attach, the TO Contractor shall first engage the threat and ensure notification of SBE within minutes.
		2. The TO Contractor shall send status updates and follow-up emails on the progress of repair to SBE’s TO Manager, TO Project Manager, and the Help Desk Contractor.
		3. In the event of a cybersecurity breach or other unauthorized access, the TO Contractor shall cooperate with any consequential investigation, response, and mitigation.
		4. These requirements are in addition to the requirements of Election Law Article, §2-108, of the Election Law Article. See Exhibit D in **Attachment** **M**.
3. The TO Contractor shall notify SBE within 48 hours of any general security issues at the VROC of COOP data centers.
	1. The TO Contractor shall notify by telephone SBE’s TO Manager, TO Project Manager, and Help Desk Contractor.
	2. The TO Contractor shall send to SBE’s TO Manager, TO Project Manager, and Help Desk Contractor follow-up emails on the progress of resolution.
4. The TO Contractor shall comply with the escalation and resolution times defined in the table below.

| Service Priority | Response Time | Resolution Time | Response Availability | Work Outage  | Users Affected |
| --- | --- | --- | --- | --- | --- |
| Emergency | Less than 15 minutes | Within 2 hours of first report | 24x7 | Major portions of the system are inaccessible. Systems or users are unable to work, or to perform some portion of their job. | Users or internal system functionalities are impaired.  |
| High | Less than 30 minutes | Within 4 hours after first report | 24x 7  | Major portions of the system are inaccessible.Systems or users are unable to work, or to perform some portion of their job. | Affects the majority of users to include public facing users.Affects high profile users (i.e. executive management). |
| Normal | Within 2 hours | Within 24 hours after first report. If the outage is not resolved a resolution plan must be in place.  | Monday through Friday 7AM-7PM | Specific non-critical features are not operating as specified.Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.  | Affects approximately 30% of users. |
| Low | Within 2 hours | Within 72 hours after first report. If the outage is not resolved a resolution plan must be in place. | Monday through Friday 7AM-7PM | Lower priority features that can be done manually are not operating as specified.Often a request for service with ample lead time.  | Affects less than 15% of users. |

1. System availability statewide must be 99.99% of total time outside of SBE pre-approved downtimes for MDVOTERS, Voter Services, Results Reporting (Web), and the Statewide Results Collecting Network (Z drive). Calculation based on hours of availability required that month on the Peak Support calendar provided by SBE.
2. The TO Contractor SLA shall include the following system backup performance level requirements. See **Section 2.3.9 Disaster Recovery and Data Backup**.
	1. Tape backups and successful completion of backups of all data sets on daily, weekly and monthly schedule. Backup success – 99.0%.
	2. Backup window is not exceeded. Backup completion on time – 99.0%.
	3. Quarterly testing to validate that backups can be used to restore either individual data elements or restore entire system. Backup validations – 100%.
3. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
4. Meet the Problem response time and resolution requirements as defined in **Section 2.6.2**.
5. Provide a monthly report to monitor and detail response times and resolution times.
6. Log Problems into the help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.6.2**).
	1. SBE will have an SLA with the Help Desk Contractor that includes Help Desk services. This SLA requires the Help Desk Contractor to notify the TO Contractor of any trouble ticket relating to data center or network issues and provide notice by telephone and email within five (5) minutes of entering the ticket into the Help Desk system. The TO Contractor shall be familiar with and follow Help Desk Contractor’s problem reporting and issue management procedures and ensure that its employees and any subcontractors follow the Help Desk procedures.
7. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Agency personnel shall be notified when a Problem is resolved.
8. The Agency shall make the final determination regarding Problem severity.
9. TO Contractor shall review any Problem with Agency to establish the remediation plan and relevant target dates.
10. SBE reserves the right to modify the TO Contractor’s proposed SLA. The TO Contractor’s SLA shall be reviewed and updated annually during the Annual Work Plan meetings.
11. If the TO Contractor fails to meet the performance standards in **Section 2.6.**2, SBE shall:
	1. Pay the amount properly invoiced, based on the Annual Deliverable and Payment Schedule required in **Section 2.4.4 - 2.4.5**, less ten (10) percent;
	2. Retain the ten (10) percent amount in case one or more deliverables are deemed unsatisfactory; or
	3. Reserve the right to exercise SBE’s contractual remedies in **Attachment** M – TO Agreement.
12. Incidents shall be addressed in the order of the Impact Levels, and within the Escalation and Resolution timeframes, in the table below.

| **Impact Level**  | **Impact**  | **Escalation (Business Hours)**  | **Resolution Time (Business Hours)**  | **Resolution Time (Outside of Business Hours)**  |
| --- | --- | --- | --- | --- |
| **1** | **High Business Impact** Example: Issues that result in denying critical functionality to several to all LBEs in the State.Example: Failure of data center components, the network, or state agency interface with MDVOTERS | Immediate (but no more than 15 minutes) | Within four (4) hours  | Within (12) hours\*  |
| **2**  | **Moderate Business Impact** Example: Issues that result in denying critical functionality to a single LBE | Within one (1) hour  | Within (12) hours  | Within next Business Day  |
| **3**  | **Low Business Impact** Example: issues that deny functionality to a single user | Within one (1) Business Day  | Within two (2) Business Days  | Within two (2) Business Days  |
| **4**  | **No Business Impact**Example: Network is functional, but assistance is required in the configuration or use of the network.  | Within one (1) Business Day  | Within two (2) Business Days  | Within three (3) Business Days  |

#### \*Resolution time for High Business Impact events during election periods (outside of business hours) shall be within four (4) hours.

### SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the transition period.

### Service Level Reporting

1. SLA Monthly Report. To allow SBE to monitor performance under the Task Order, the TO Contractor shall propose and SBE shall revise or approve the content of an SLA Monthly Report (Summary and Detail reports). This report will be sent by the TO Contractor to SBE in an electronic format approved by SBE. The draft **SLA Monthly Report** is due to SBE within ten (10) Business Days after NTP, and each subsequent SLA Monthly Report is due by the 7th calendar day after month end. Report reviews by SBE may result in requests for changes in operating practices or SLA Monthly Report content, in order to improve management.
2. SLA Monthly Report Format
	1. The SLA Report due monthly to the TO Manager shall contain for deliverables that TO year and any added Work Orders:
		1. Date report submitted;
		2. TO title and number;
		3. Agency name and contact information (TO Manager and TO Project Manager);
		4. TO Contractor name and contact information;
		5. Inclusive dates of work performance;
		6. Tasks completed during the month;
		7. Tasks planned for the upcoming month (including personnel responsible for task completion);
		8. Status of open tasks (partly completed deliverables);
		9. Status of any associated deliverables and additional assigned work orders;
		10. Outstanding issues and resolution status;
		11. Performance management measurements, including:
			1. Data center uptime;
			2. Data center downtime and the reason for the downtime (*e.g.* incident maintenance, equipment replacement);
			3. Data center incidents (*e.g.* unscheduled downtimes, replication issues, failed backups, equipment failures, other) and the corrective action taken;
			4. Number and types of security incidents as defined by Chapter 524 of the 2018 Laws of Maryland;
			5. Traffic monitoring (*e.g.* bandwidth peak usage by LBE, which LBEs have highest packet volumes, etc.);
			6. Average and peak CPU reports for each physical and virtual host (*e.g.* CPU average monthly usage reporting);
			7. Routing and Network Issues, including numbers and types of routing problems, source of network bottlenecks, and time to repair;
			8. Transaction response times at the 24 LBEs (sample number each month);
			9. Incidents of system-wide degradation due to activity of LBEs and MDVOTERS function involved (*e.g.* improper set up of large report query);
			10. Helpdesk reporting, including open helpdesk issues by category, LBE, and number of days outstanding;
			11. Memory Reporting: Average utilization, percentage free, balloon usage (if any) and comparison with average utilization of the previous 12 months; and
			12. Total packets transmitted and received by the VROC and COOP reported numerically and graphed over a 12 month period;
		12. Disk Space Reports for physical and virtual hosts including:
			1. Percentage of free disk space for each partition or drive letter, the amount of free space (as a number and as a percentage);
			2. Format should list the physical or virtual host, the partition or drive letter, the amount of free space (as a number and as a percentage); and
			3. Graphs showing availability of free space should also be included for trending and long term capacity analysis.
		13. Actual and Projected SAN Storage including:
			1. Total amount of SAN storage available;
			2. Input and output in IOPS showing peak usage and monthly total;
			3. Amount of SAN Storage provisioned and unprovisioned;
			4. Amount (in MB or GB) of current provisioned use;
			5. Amount (in MB or GB) used in month as compared with prior 12 months;
			6. Number of available hot spare drives (includes reservations if any);
			7. Number of logical volumes and available space per volume; and
			8. Graphical representation of use for the prior 12 months; and
		14. Reports on any security incidents, including unauthorized access to the SBE cages or cabinets.

# TO Contractor Requirements: General

## Task Order Initiation Requirements

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

## End of Task Order Transition

### If, on the sole determination of SBE, it is necessary to transition from the TO Contractor to SBE or to another vendor responsibility for the functions covered by this Task Order, the TO Contractor shall provide transition support to ensure a high quality, efficient and timely transition of all functions to SBE or the new SBE vendor. During this transition period, the TO Contractor shall:

#### Fulfill all responsibilities under this Task Order;

#### Work with SBE to develop an End-of-Task-Order (ETO) Transition Plan that lists the tasks necessary for transition; and

#### If necessary, an ETO Deliverables and Payment schedule for any Transition Plan tasks that SBE determines to be outside the scope of this Task Order.

### The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date or the termination thereof. Such transition efforts shall include, but not be limited to:

1. Provide additional services and/or support as requested to successfully complete the transition;
2. Maintain the services called for by the Task Order at the required level of proficiency;
3. Provide updated System Documentation, as appropriate; and
4. Provide current operating procedures (as appropriate).

### The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

### The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

### The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

1. The TO Contractor shall provide a draft Transition-Out Plan 90 Business Days in advance of Task Order end date.
2. The Transition-Out Plan shall address at a minimum the following areas:
	1. Any staffing concerns/issues related to the closeout of the Task Order;
	2. Communications and reporting process between the TO Contractor, the Agency and the TO Manager;
	3. Security and system access review and closeout;
	4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Agency or a designee;
	5. Any final training/orientation of Agency staff;
	6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
	7. Knowledge transfer, to include:
		1. A working knowledge of the current system environments as well as the general business practices of the Agency;
		2. Review with the Agency the procedures and practices that support the business process and current system environments;
		3. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
		4. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
		5. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
	8. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
	9. Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
3. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
4. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Agency or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
5. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.6**.

### Return and Maintenance of State Data

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

## Invoicing

### Definitions

1. “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.
2. “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.
3. “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.

### General

1. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
2. The TO Contractor shall email the original of each invoice and signed authorization to invoice to the TO Manager and Project Manager at e-mail address: Sarah.Thornton@Maryland.Gov and Nikia.Wilbon-Turner@Maryland.Gov.
3. All invoices for services shall be verified by the TO Manager as accurate at the time of submission.
4. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
	1. TO Contractor name and address;
	2. Remittance address;
	3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
	4. Invoice period (i.e. time period during which services covered by invoice were performed);
	5. Invoice date;
	6. Invoice number;
	7. State assigned TO Agreement number;
	8. State assigned (Blanket) Purchase Order number(s);
	9. Goods or services provided;
	10. Amount due; and
	11. Any additional documentation required by regulation or the Task Order.
5. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
6. The Agency reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Agency with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
7. Any action on the part of the Agency, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
8. 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.
9. 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.

### Invoice Submission Schedule

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

1. Invoices are due by the 15th of the month following the month in which services were performed.
2. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Agency.
3. 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.
4. 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.

### Deliverable Invoicing

1. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if the TO Manager rejects a deliverable.
2. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

### Invoice Requirements

1. An invoice shall not be deemed due and payable if:
	1. The amount invoiced is inconsistent with the Contract;
	2. The proper invoice has not been received by the party or office specified in the Contract;
	3. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Contract;
	4. The item or services have not been accepted;
	5. The quantity of items delivered is less than the quantity ordered;
	6. The items or services do not meet the quality requirements of the Contract;
	7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
	8. If the Contract 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
	9. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the contract and compliance with its provisions.

### Travel Reimbursement

Travel will not be reimbursed under this Task Order.

### Retainage

Ten percent (10%) of the total TO Agreement value shall be retained by the State and will not be released until final payment and, in making progress payments, the State will retain ten percent (10%) of the progress payments earned. Retainage shall be withheld for each deliverable specified in this TO and released upon completion and acceptance of the project.

TO Contractor shall invoice the State for the retainage amount as part of the final invoice for this Task Order.

1. The TO Contractor shall invoice SBE monthly.
2. SBE shall pay the amount properly invoiced, based on the Annual Deliverable and Payment Schedule, less ten (10) percent.
3. SBE’s Contract Manager shall retain the ten (10) percent amount in case one or more deliverables are deemed unsatisfactory.

### Change in Ownership or Investors

#### The TO Contractor shall notify SBE’s TO Manager in writing of any change:

1. In ownership of the TO Contractor or subcontractors; and
2. To the TO Contractor’s or subcontractor’s primary investors and primary investors of the TO Contractor’s or subcontractor’s primary investors.

## Liquidated Damages

This solicitation does not require additional liquidated damages.

## Insurance Requirements

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).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

**Cyber Risk/Data Breach Insurance**

The TO Contractor shall possess and maintain throughout the term of the awarded contract 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 $ five million (5,000,000) 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 TO 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, 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.

## Security Requirements

### General Security Requirements

1. 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.
2. 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.
3. The TO Contractor, at the request of SBE’s TO Manager, shall provide copies of records related to security awareness training for employees performing services in this TORFP.
4. 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.
5. The TO Contractor shall immediately terminate access to all logical and physical SBE assets when a Contract employee or subcontractor is removed from this contract or is determined unsuitable.

### Employee Identification

1. 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.
2. 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.

### Security Clearance/Criminal Background Checks

1. TO Contractor shall provide a Criminal Background Check Affidavit (Appendix 3) prior to any work commencing on the Task Order.
2. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a criminal history check. This requirement applies to all employees and subcontractors working on this Task Order.
3. Prior to TO Contractor Personnel commencing work, the TO Contractor shall secure, at its own expense, the required criminal history record check and provide the TO Contract Manager with completed background check certifications on such Contractor Personnel.
	1. If the TO Contractor Personnel is a Maryland resident and has been for at least three (3) years, the criminal history check will be conducted by Maryland’s Criminal Justice Information System.
	2. If the TO Contractor Personnel is not a Maryland resident or has not resided in Maryland for at least three (3) years, the criminal history check will be conducted by:
		1. The Federal Bureau of Investigation; and
		2. An SBE-approved commercial entity.
4. At a minimum, these background checks must include all convictions and probation before judgment 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.
5. The 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.
6. The TO Contractor shall provide within two (2) Business Days of receipt any updated information that affects the individual’s criminal background certification.
7. SBE reserves the right to:
	1. Disqualify any of the TO Contractor’s employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SBE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP; and
	2. Perform additional background checks on TO Contractor and subcontractor employees.
8. 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.
9. A copy of SBE’s *Credentialing Procedures* is available upon request.

### On-Site Security Requirement(s)

1. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State’s conditions and queries are satisfied.
	1. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
	2. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
2. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
3. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default. Physical security and controlled access, including physical separation of the MDVOTERS equipment from the TO Contractor’s other client equipment, using either a separate, secured room, or a secured, impenetrable cage within a shared server room.

### Information Technology

The TO Contractor shall:

1. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section** **3.6.6.**);
2. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
3. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

### Data Protection and Controls

1. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with State and accepted industry standard, such as the NIST cybersecurity framework.
2. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
	1. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section** **3.6.6.**
	2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
	3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
	4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
	5. For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

* 1. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
	2. Retain the aforementioned logs per State standards and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Agency shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
	3. Ensure system and network environments are separated by properly configured and updated firewalls.
	4. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
	5. By default, “deny all” and only allow access by exception.
	6. Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
	7. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
	8. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
	9. Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit it’s TO Contractor Personnel to access State data remotely only as required to provide technical support.
	10. Ensure TO Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
	11. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
	12. Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter, evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
1. Access to Security Logs and Reports For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
2. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Task Order.

### Security Plan

1. The TO Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
2. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

### Security Incident Response

1. The TO Contractor shall notify the Agency in accordance with **Section 3.6.8A-E** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
	1. Notify the Agency 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’s IT Director, and SBE’s chief information security officer;
	2. Notify the Agency 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 Agency 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 Agency) requests concerning such unauthorized use or disclosure.
2. 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.
3. The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
4. 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.
5. The TO Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Agency) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### Data Breach Responsibilities

* + - 1. The TO Contractor shall notify the SBE in accordance with **Section 3.6.8.** and HB 1331 Notification Procedures (**Attachment M Task Order Exhibit D** to this TORFP) when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
1. Notify the 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’s IT Director, and SBE’s chief information security officer;
2. Notify the 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.

## SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is required.

A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are Security, Availability, and Confidentiality as defined in the aforementioned Guidance.

In the event the TO Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor’s handling of Sensitive Data or the Department’s critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the “Information Functions and Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

1. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the TO Contractor furnished services.
2. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust principles identified in 3.9.1: as defined in the aforementioned Guidance.
3. The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The TO Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
4. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The TO Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
5. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the Department.
6. The TO Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report and no later than April 1st of each year:
	1. a complete copy of the final SOC 2 Report(s);
	2. a risk assessment performed by an accredited audit firm assessing the Service Provider’s risks associated with handling SBE’s critical functions and sensitive information; and
	3. a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.
7. If the TO Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor’s current information security assessments are acceptable in lieu of the SOC 2 Report(s).
8. If the TO Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

### Provisions in Sections 3.7.1 – 3.7.2 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.1-3.7.2 (or the substance thereof) in all subcontracts.

## Experience and Personnel

### ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

1. **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.
2. **TO Manager** – The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

1. **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.
2. **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.
3. **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.
4. **TO Technical Project Manager** – The TO Technical Project Manager has the primary responsibility for coordinating security updates and information regarding security vulnerabilities and if the system hosting meets State technical requirements, including issuing written directions, and for ensuring compliance.
5. **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. Key Personnel may be identified after Task Order award.

### Personnel Experience

1. Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.
2. For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10. A resume shall be submitted for each person proposed, detailing the person’s experience and education that fulfills the minimum requirements. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. An interview of each candidate may be held at the discretion of SBE.

### Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly three (3) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). 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.

### Substitution of Experience for Education

1. Substitution of experience for education may be permitted at the discretion of the State.
2. Substitution of Professional Certificates for Experience:
	1. Professional certification (*e.g.*, Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### TO Contractor Personnel Maintain Certifications

1. Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement. The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this SOW.
2. With SBE prior approval, the time allocated to these continuing education activities for staff deployed to SBE on a full-time basis may be charged to this task order within the SOW. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by SBE in the near future.
3. The TO Contractor shall ensure that all personnel:
	1. Maintain required professional certifications for the duration of the contract; and
	2. Have opportunities for continuing education.
4. The TO Contractor may charge to this Contract time for continuing education activities if:
	1. The individual receiving the continuing education is assigned to this Contract full-time;
	2. The proposed continuing education is associated with technology currently used or expected to be used in this Contract; and
	3. SBE’s Contract Manager gives written, advance approval for the continuing education.
5. The TO Contractor shall be responsible for the cost of the continuing education (*e.g.*, registration fees), travel, and related expenses.

### Work Hours

1. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Agency business hours (8:00 AM EST to 5:00 PM EST), Monday through Friday except for State holidays, excluding Election Day, Service Reduction days, and Furlough days observed by SBE, plus any time needed for the TO Contractor to complete data center, network administration, and/or emergency support after users have exited the system.
2. 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.
3. Non-Business Hours Support: Data Center key personnel must be on call 24/7 in case of an emergency condition at one of the two data centers. After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
	1. TO Contractor services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. The deliverable for performing system upgrades will be billed as agreed upon in any additional task Work Order.
	2. TO Contractor services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. The deliverable for performing system upgrades will be billed as agreed upon in any additional task Work Order.
	3. TO Contractor shall provide 24-hour support on election nights for each presidential primary and general election and gubernatorial primary and general election.
	4. A monthly peak support calendar will be provided that will notify the TO Contractor of extended hours support requirements. Extended hours support shall run from 6:00 AM to 10:00 PM during peak election periods. The peak election period begins three (3) weeks prior election day and continues through one (1) week after the election.
	5. The TO Contractor is responsible for ensuring system readiness for the users from the start of work daily throughout the year
4. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings, but Data Center personnel shall remain available for on-call duties if needed.

## Substitution of Personnel

### Directed Personnel Replacement

1. TO Contractor personnel will be evaluated by the TO Manager on an as-needed basis for assignments performed during that period. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
2. 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.
3. 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 and determine whether a substitution is required. A request for a new Remediation Plan will follow the procedure described in **Section 3.9.1.B**.
4. 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
5. 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.
6. 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.

### Substitution Prior to Award

1. The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal and is prohibited.

### Substitution Prior to and 30 Days After Task Order Execution

1. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
2. 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.

### Substitution More Than 30 Days After Task Order Execution

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

1. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
2. 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.
3. 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 in writing. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

## Minority Business Enterprise (MBE)

There is no MBE Participation Goal for this Task Order.

## Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

## Work Orders

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.13.1 – 3.13.5** (or the substance thereof) in all subcontracts.

### Contract Management Oversight Activities

1. 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.
2. 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.

### Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

### Change Control and Advance Notice

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

### 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.

# TORFP Instructions

## TO Pre-Proposal Conference

### A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

### Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.

### 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.

### Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

### In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) Business Days prior to the Conference date. The Agency will make a reasonable effort to provide such special accommodation.

### Seating at the Conference will be limited to two (2) attendees per company.

## Questions

### All questions shall identify in the subject line the Solicitation Number and Title D38B9400008 – MDVOTERS IV-DC 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.

### 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.

### The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

## TO Proposal Due (Closing) Date and Time

### 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.

### Requests for extension of this date or time shall not be granted.

### 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.

### 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.

### 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.

## Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2** and **3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

## Oral Presentation

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

## 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 three (3) times the total TO Agreement amount.

## MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

## VSBE Goal

There is no VSBE participation goal for this procurement.

## 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.

## Federal Funding Acknowledgement

This Task Order does not contain federal funds.

## Conflict of Interest Affidavit and Disclosure

### Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor’s Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to Attachment H, conflict of interest Affidavit and Disclosure.

### 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.

### 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.

### By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## Non-Disclosure Agreement

### Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at the State Board of Elections, 151 West St. Suite 200, Annapolis, MD 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 5.** Please contact the TO Procurement Officer to schedule an appointment.

### 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.

## Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of **Attachment** **K** with its TO Proposal.

## 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** of this TORFP. The Disclosure must be provided with the TO Proposal.

## Bonds

This solicitation does not require bonds.

# TO Proposal Format

## 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.

## Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

* + Volume I – TO TECHNICAL PROPOSAL
	+ Volume II – TO FINANCIAL PROPOSAL

## TO Proposal Packaging and Delivery

### TO Proposals delivered by facsimile shall not be considered.

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

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

1. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
2. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

### E-mail submissions

1. All TO Proposal e-mails shall be sent with password protection.
2. 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.
3. 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.
4. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
5. 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.
6. The e-mail submission subject line shall state the TORFP D38B9400008 and either “Technical” or “Financial.”

### Two Part Submission:

1. 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.K**, and
2. TO Financial Proposal consisting of:
	1. TO Financial Proposal and all supporting material in word and PDF format,
	2. the TO Financial Proposal in searchable Adobe PDF format,
	3. 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.K**).

## Volume I - TO Technical Proposal

An Offeror’s Technical Proposal and all supporting material shall be submitted in Microsoft Word format (version 2013 or greater) and a searchable Adobe PDF version.

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

### 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”).

### The TO Technical Proposal shall include the following documents and information in the order specified as follows:

1. 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. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in **Sections 2-3**. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
	4. Draft Security Monitoring and Log Review Plan: A plan detailing how the TO Contractor will provide audit logs, explaining the method of review, highlighting attempted security breaches and system anomalies.
	5. Draft Asset Management Plan: A plan detailing how the TO Contractor will maintain current assets and provide a plan to properly manage and account for the elements that make up the SBE Systems.
	6. Draft Controls Management Plan: A plan explaining how the TO Contractor will adhere to the applicable controls and methodologies to meet the security, availability, integrity and processing requirements of the contract and DoIT policies.
	7. Draft Configuration and Change Management Plan: A plan detailing how the TO Contractor will account for and verify system configuration changes over the contract period.
	8. Draft Vulnerability Management Plan: A plan detailing how the TO Contractor shall provide an outline identifying, classifying, remediating, and mitigating potential vulnerabilities.
	9. Draft Incident Management Plan and Incident Response Procedures: A plan detailing how the TO Contractor shall document all incidents and provide managed responses.
	10. Draft Service Continuity Management Plan (Disaster Recovery): A plan detailing the TO Contractor’s proposed IT disaster recovery strategy for the data centers.
	11. Draft Plan for Security Awareness Training: A plan detailing how the TO Contractor will provide training to staff and document that the training has been completed (training records).
	12. Draft System Transition Management Plan (STMP): A plan detailing how the TO Contractor intends to manage the transition in accordance to requirements and described content. The STMP shall include a data center migration plan and a description of the technical risks associated with migrating from the existing system. See **Section 2.4.5.2 (A)**.
	13. Draft Transition Staffing Plan: A plan detailing how the TO Contractor shall assign staff during the transition to the new data center, including description of duties and qualifications. See **Section 2.4.5.2 (C)**.
	14. Draft Transition Risk Management Plan: A plan detailing how the TO Contractor will identify and prioritize risks and the people, policies, procedures, and techniques to mitigate the identified risks. This identifies risks and mitigation strategies related to the transition to the new data center. See **Section 2.4.5.2 (D)**.
	15. Draft System Security Plan (SSP): A plan detailing how the TO Contractor will ensure compliance with security requirements. This Microsoft Word Document shall provide input on the System Security Plan (SSP) as outlined in accordance with requirements and described content. See **Section 2.4.5.3**.
	16. Draft Service Level Agreement (SLA): An agreement outlining the operation and maintenance of the VROC and COOP data centers. See **Section 2.6**.
	17. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
	18. Tools the Master Contractor owns and proposes for use to meet any requirements in **Sections 2-3**.
	19. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its TO Proposal.
	20. Company Information: The State where the Offeror is registered to do business, the address of the Offeror’s headquarters, the address of any location in Maryland, and a list of the Offeror’s owners, primary investors, and primary investors of the Offeror’s primary investors.
	21. Location of Performance: The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this TORFP. All work shall be performed within the United States and/or its Territories and by U.S. citizens.
	22. The Offeror shall provide a backup solution/ strategy recommendation as part of its TO Proposal.
	23. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.4.4**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
	24. Non-Compete Clause Prohibition:

The Agency seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of Appendix 4 on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

1. Certificate of Cybersecurity/Data Breach Insurance: The Offeror shall provide a copy of its current certificate of cybersecurity/data breach insurance limits of insurance in effect as of the Proposal submission date.
2. Details for each offering:
	1. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
	2. The Offeror shall provide the following information for each offering:
		1. Offering Name;
		2. Offeror relationship with manufacturer (*e.g.*, manufacturer, reseller, partner);
		3. Manufacturer;
		4. Short description of capability;
		5. Version (and whether version is limited in any way);
		6. License type (*e.g.*, user, CPU, node, transaction volume);
		7. Subscription term (*e.g.*, annual);
		8. License restrictions, if any;
		9. Operational support offered (*e.g.*, customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
		10. Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
		11. Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their TO Technical Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
		12. Any processing or storage of data outside of the continental U.S. (see Security Requirements for limitations);
		13. Any limitations or constraints in the offering, including any terms or conditions (*e.g.*, terms of service, ELA, AUP, professional services agreement, master agreement) – see also **Section 5.4.2.M Additional Required Submissions**;
		14. Compatibility with Single Sign-On systems (*e.g.*, SecureAuth);
		15. APIs offered, and what type of content can be accessed and consumed;
		16. Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
		17. Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (*e.g.*, monthly, quarterly, annually, one-time);
		18. What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (*e.g.*, the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.7**.;
		19. Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
			1. procedures for and requirements for hiring staff (such as background checks),
			2. any non-disclosure agreement TO Contractor Personnel sign,
			3. whether the service is furnished out of the continental U.S. (see Security Requirements 3.7),
			4. Certifications such as FedRAMP,
			5. Third party security auditing, including FISMA,
			6. Published Security Incident reporting policy, and
			7. Cybersecurity insurance, if any, maintained;
		20. Offerors shall clearly indicate which features are part of the base offering and which include additional charges; and
		21. Offerors shall include a schedule of service level metrics, credits to the State if the metrics are not met, and what reporting supports the service levels described.
3. Proposer Information Sheet and Transmittal Letter
	1. 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.
4. Minimum Qualifications Documentation (If applicable)
	1. The Offeror shall explain how it meets the minimum qualifications and submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.
5. Proposed Personnel and TORFP Staffing
	1. Offeror shall propose exactly three (3) 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. Complete and provide for each proposed resource **Appendix 4 Labor Classification Personnel Resume Summary**;
		3. Provide evidence that proposed personnel possess the required certifications in accordance with **Section 1.2 Offeror Personnel Minimum Qualifications**;
		4. Provide three (3) persons per proposed personnel who the State may contact as employment references, including reference name, job title or position, organization name, and telephone and/or email;
		5. 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:
			1. Planned team composition by role (Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP);
			2. Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs;
			3. Supporting descriptions for all labor categories proposed in response to this TORFP;
			4. Description of approach for quickly substituting qualified personnel after start of the Task Order; and
			5. The names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
6. Subcontractors
	1. Identify all proposed Subcontractors and their roles and responsibilities in the performance of the scope of work hereunder.
	2. Identify the jurisdiction where the proposed subcontractor is registered to do business.
	3. Provide the address for the proposed subcontractor’s headquarters and the address of any location in Maryland.
	4. Provide a list of any proposed subcontractor’s owners, primary investors, and primary investors of the subcontractor’s primary investors.
	5. All work shall be performed by subcontractors within the United States and/or its territories and by U.S. citizens.
7. Master Contractor and Subcontractor Experience and Capabilities
	1. Provide up to three (3) 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:
		1. Name of organization;
		2. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
		3. Services provided as they relate to the scope of work;
		4. Start and end dates for each example engagement or contract;
		5. Current Master Contractor team personnel who participated on the engagement; and
		6. If the Master Contractor is no longer providing the services, explain why not.
8. 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 (5) years with any entity of the State of Maryland.
	1. For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):
		1. Contract or task order name;
		2. Name of organization;
		3. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
		4. Services provided as they relate to the TORFP;
		5. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not;
		6. Dollar value of the contract;
		7. Indicate if the contract was terminated before the original expiration date; and
		8. 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.

1. State Assistance
	1. Provide an estimate of expectation concerning participation by State personnel.
2. Confidentiality
	1. A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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.
	2. 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.
3. Financial Capability
	1. An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).
	2. In addition, the Offeror may supplement its response to this section by including one or more of the following with its response:
		1. Dunn and Bradstreet Rating;
		2. Standard and Poor’s Rating;
		3. Lines of credit;
		4. Evidence of a successful financial track record; and
		5. Evidence of adequate working capital.
4. Additional Submissions:
	1. Attachments and Exhibits;
		1. All forms required for the TO Technical Proposal are identified in Table 1– Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
		2. No attachment forms shall be altered. Signatures shall be clearly visible.
	2. Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
	3. Any services furnished from third party entities, *e.g.*, resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
	4. A Letter of Authorization shall be on the authorizing entity’s letterhead or through the authorizing entity’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
		1. Authorizing entity POC name and alternate for verification
		2. Authorizing entity POC mailing address
		3. Authorizing entity POC telephone number
		4. Authorizing entity POC email address
		5. If available, a Reseller Identifier

## Volume II – TO Financial Proposal

### An Offeror’s Financial Proposal and all supporting materials shall be submitted in a searchable Adobe PDF format.

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

### 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);

### Attachment B – Financial Proposal Form

### To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories 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.

### Prices shall be valid for 120 days.

# Evaluation and Selection Process

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

## Evaluation Committee

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

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

## 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.

### Offeror’s Technical Response to TORFP Requirements (See TORFP § 5.4.2)

SBE’s Evaluation Committee shall assess each technical proposal for compliance with the minimum qualifications in the SOW and the quality of the Offeror’s response to the requirements. SBE 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.

### Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.F)

SBE’s Evaluation Committee shall assess an Offeror’s proposed staff by reviewing:

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

### Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.H)

### Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP.

## TO Financial Proposal Evaluation Criteria

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

## 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.

1. 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.
2. 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.
3. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
4. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
5. 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.
6. 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 than the TO Financial Proposal.

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

## Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7** – **TORFP Attachments and Appendices**.

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

1. Issuance of a fully executed TO Agreement,
2. Purchase Order, and
3. By a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf).

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

For documents required as part of the proposal:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. 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.

| Applies? | When to Submit | Label | Attachment Name |
| --- | --- | --- | --- |
| Y | Before TO Proposal | A | Pre-Proposal Conference Response Form |
| Y | With TO Proposal | B | TO Financial Proposal Instructions and Form |
| Y | With TO Proposal  | C | Bid/Proposal Affidavit |
| N | 10 Business Days after recommended award | D | MBE Forms D-2, D-3A, D-3B |
| N | As directed in forms | D | MBE Forms D-4A, D-4B, D-5 |
| N | With TO Proposal  | E | Veteran-Owned Small Business Enterprise (VSBE) Form E-1 |
| N | 5 Business Days after recommended award | E | VSBE Forms E-2, E-3 |
| Y | With TO Proposal | F | Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf>)  |
| N | With TO Proposal | G | Federal Funds Attachments |
| Y | With TO Proposal | H | Conflict of Interest Affidavit and Disclosure (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>) |
| Y | 5 Business Days after recommended award | I | Non-Disclosure Agreement (Contractor) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>)  |
| N | 5 Business Days after recommended award | J | HIPAA Business Associate Agreement |
| Y | With TO Proposal | K | Mercury Affidavit |
| Y | With TO Proposal | 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> |
| Y | 5 Business Days after recommended award | M | Sample Task Order Agreement (included in this TORFP) |
| N | With Proposal | N | DHS Hiring Agreement  |
| Appendices |
| Applies? | When to Submit | Label | Attachment Name |
| Y | n/a | 1 | Abbreviations and Definitions |
| Y | With TO Proposal | 2 | Offeror Information Sheet |
| Y | Prior to commencement of work  | 3 | Criminal Background Check Affidavit  |
| Y | With TO Proposal | 4 | Labor Classification Personnel Resume Summary (Appendix 4-4-B) |
| Y | Before TO Proposal, as directed in the TORFP. | 5 | Non-Disclosure Agreement (Offeror |
| Y | Available for Review in Reading Room | 6 | DC-1: List of the current configuration at the VROC |
| Y | Available for Review in Reading Room | 7 | DC-2: List of the current configuration at the COOP |
| Y | Available for Review in Reading Room | 8 | VS: Technical Requirements Voter Services |
| **Additional Submissions** |
| Applies? | When to Submit | Label | Attachment Name |
| Y | 5 Business Days after recommended award | -- | Evidence of meeting insurance requirements (see **Section 3.5**); 1 copy |

1. TO Pre-Proposal Conference Response Form

**Solicitation Number D38B9400008**

MDVOTERS IV-DC Data Center Operations

A TO Pre-proposal conference will be held on August 14, 2019 at 2:00 pm at the State Board of Elections, 151 West Street Suite 200, Annapolis, MD 21401.

Please return this form by August 9, 2019 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* |  |

1. TO Financial Proposal Instructions & Form

See separate Excel TO Financial Proposal Form labeled Financial Proposal Sheet.xlsx below.

In the Financial Proposal Sheet, complete the “Proposed Unit Price” column with a unit cost for each deliverable. The “Proposed Total Price” column will then automatically populate.

Provide the Offeror’s and Authorized Individual’s information, as well as a signature and date, at the bottom of the Financial Proposal Sheet.



1. Bid/Proposal Affidavit

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

1. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

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1. Veteran-Owned Small Business Enterprise (VSBE) Forms

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

1. Maryland Living Wage Affidavit of Agreement for Service Contracts

This solicitation does not require a Living Wage Affidavit of Agreement.

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, no 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.shmtl> and clicking on Living Wage for State Service Contracts

1. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

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 (the “Agency”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for MDVOTERS IV- DC Data Center Operations Solicitation # D38B9400008 and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The TO Contractor shall, at its own expense, return to the Agency all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

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

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

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

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

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

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

g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

|  |  |  |
| --- | --- | --- |
| TO Contractor:  |  | SBE |
| By:(seal) |  | By:  |
| Printed Name:  |  | Printed Name: |
| Title:  |  | Title: |

Attachment J. HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

K-1 Mercury Affidavit

**AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of affiant) am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) and the duly authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

**MERCURY CONTENT INFORMATION:**

The product(s) offered do not contain mercury.

OR

* The product(s) offered do contain mercury.
* In an attachment to this Mercury Affidavit:

(1) Describe the product or product component that contains mercury.

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

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

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

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

 Date Signature

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

Authorized Representative and Affiant

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

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# D38B9400008 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, State Board of Elections (SBE or the “Agency”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

1. “Agency” means State Board of Elections, as identified in the CATS+ TORFP # D38B9400008.
2. “CATS+ TORFP” means the Task Order Request for Proposals # D38B9400008 dated MONTH DAY, YEAR, including any addenda and amendments.
3. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
4. “TO Procurement Officer” means Whitney LeRoux. The Agency may change the TO Procurement Officer at any time by written notice.
5. “TO Agreement” means this signed TO Agreement between SBE and TO Contractor.
6. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
7. “TO Manager” means Sarah Thornton. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
8. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
9. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
10. “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

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, 2021. At the sole option of the State, this TO Agreement may be extended for two 2-year option periods for a total TO Agreement period ending on December 31, 2025.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed $\_\_\_\_\_\_\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.

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

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

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

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Type or Print TO Contractor POC Date

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MARYLAND, SBE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Whitney LeRoux, TO Procurement Officer Date

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Attorney General

**EXHIBIT D TO TASK ORDER D38B9400008**

This exhibit D is in reference to the MDVOTERS IV- Data Center Operations, Task Order number D38B9400008 between the State Board of Elections and [TO Contractor].

May it be known that the State Board of Elections and [TO Contractor] do hereby agree to require the following terms for the Data Center Operations, Task Order number D38B9400008 that are stated below:

* 1. **Definitions**
		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.
		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.
		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:

|  |  |
| --- | --- |
| *Incident Category Name* | *Description* |
| 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 *successfully* 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 | *Successful* installation of malicious software (virus, worm, Trojan house, or other code-based malicious entity) that infects an operating system or application and has **not** been successfully quarantined by antivirus software.  |
| Improper Usage | Violation of acceptable computing use policies as defined in Section 11 of the *State of Maryland Information Security Policy* (pages 30-33). |

* + 1. 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. **Requirements**
		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.
		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.
		3. TO Contractor hereby agrees that if it becomes aware of a security violation or attempted security violation, TO Contractor will:
			1. Complete the SBE provided Vendor IT Incident Reporting Form to be provided upon Task Order award;
			2. Email the completed form to: Linda Lamone, State Administrator, at Linda.Lamone@Maryland.Gov, Vincent Omenka, IT Director, at Vincent.Omenka@Maryland.Gov, and Sarah Thornton, TO Manager, at Sarah.Thornton@Maryland.Gov.
			3. Send the emails with read receipt confirmation and request that SBE confirm receipt of the email; and
			4. Contact by telephone Sarah Thornton at 410-269-2870 within 12 hours after submitting the Vendor IT Incident Reporting Form if TO Contractor does not receive read receipt confirmations.

Appendix 1. Abbreviations and Definitions

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

1. Application Program Interface (API) - Code that allows two software programs to communicate with each other
2. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
3. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
4. 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).
5. Business Hours – 8:00 AM to 5:00 PM, Local Time
6. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
7. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
8. Effective Date - The date of mutual TO Agreement execution by the parties
9. Election – Includes gubernatorial primary and general elections, presidential primary and general elections, and special primary and general elections
10. Election Period – Begins three (3) months prior to a primary election and continues for up to 60 days after a general election
11. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
12. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
13. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
14. Infrastructure as a Service (IaaS) – A hosted environment used to support operation of the System, including storage, hardware, servers, networking, and communication components, and related operations, maintenance, and support services
15. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.8**.
16. 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.
17. 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.
18. networkMaryland – The State’s high-speed backbone providing intra- and interLATA connectivity and services to Maryland’s government agencies. See https://doit.maryland.gov/support/pages/networkMaryland.aspx.
19. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
20. 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.
21. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
22. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
23. Peak Election Time – Begins one (1) month before the deadline for candidates to file for office and ends five (5) weeks after election day.
24. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
25. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
26. 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.
27. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
28. 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
29. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Agency that defines the performance standards the TO Contractor is obligated to meet.
30. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
31. 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.
32. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
33. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
34. State – The State of Maryland.
35. State Board of Elections or (SBE or the “Agency”) – The unit of the Maryland State government issuing the TORFP.
36. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
37. Subcontractor – An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
38. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
39. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
	1. Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
	2. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
	3. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
	4. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
	5. A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (*e.g.*, operating system, relational database, and rules engine software).
	6. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
	7. Operating procedures
40. Task Order (TO) – The scope of work described in this TORFP.
41. 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.**
42. 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.
43. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
44. TO Request for Proposals (TORFP) – This Task Order Request for Proposals, including any amendments / addenda thereto.
45. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
46. Third Party Software – Software and supporting documentation that:
	1. are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
	2. are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
	3. were specifically identified and listed as Third Party Software in the Proposal.
47. 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**).
48. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. Offeror Information Sheet

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

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_(Master Contractor)\_\_\_\_\_\_\_\_ has provided the State Board of Elections with a summary of the security clearance results for all of the candidates that will be working on Task Order MDVOTERS IV- DC Data Center Operations # D38B9400008 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 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,
3. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
4. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor’s CATS+ Master Contract Financial Proposal.
5. 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 # **D38B8400011**

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

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

|  |  |  |
| --- | --- | --- |
| TO Contractor Representative: |  | Proposed Individual:  |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Printed Name:  |  | Printed Name |
|  |  |  |
| Date |  | Date |

Appendix 5. Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the “Agreement”) is made this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP # D38B9400001 for MDVOTERS IV- Data Center Operations. In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Technical Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five Business Days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Whitney LeRoux, SBE on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding five (5) years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

|  |  |  |
| --- | --- | --- |
| Offeror:  |  |  |
| By: |  |  |
| *Signature/Seal* |  |  |
| Printed Name:  |  |  |
| Title:  |  |  |
| Date: |  |  |

Appendices 6, 7 and 8 - Server, Network, System and Security Components

DC 1 VROC and DC 2 COOP, which will be made available to offerors, on request at a reading room located at the SBE office in Annapolis, upon signing the non-disclosure agreement.