



STATE OF MARYLAND

STATE BOARD OF ELECTIONS (SBE)

REQUEST FOR PROPOSALS (RFP)

STATEWIDE POLLBOOK MODERNIZATION

RFP NUMBER D38B5600002

ISSUE DATE: 03/05/2025

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

STATE OF MARYLAND
STATE BOARD OF ELECTIONS (SBE)

KEY INFORMATION SUMMARY SHEET

Request for Proposals	Statewide Pollbook Modernization
Solicitation Number:	D38B5600002
RFP Issue Date:	03/05/2025
RFP Issuing Office:	State Board of Elections (SBE)
Procurement Officer:	Whitney LeRoux 151 West Street, 214 Annapolis MD 21401
Email:	Whitney.LeRoux@maryland.gov
Phone Number:	410-269-2863 (office)
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number D38B5600002 To submit a proposal, offerors must first register on emma.maryland.gov . We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, submit Attachment 1 with your reasons why.
Pre-Proposal Conference:	March 18, 2025 at 2:00 pm Local Time, and will be held virtually. A virtual meeting invite will be sent to all RSVPing vendors. See Attachment 2 to RSVP by March 14, 2025 to Attend
Scheduled Site Visit	N/A
Questions Due Date and Time:	April 4, 2025 at 2:00 PM Local Time
Proposal Due (Closing) Date and Time:	April 16, 2025 at 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).

MBE Subcontracting Goal: An overall Minority Business Enterprise (MBE) subcontract participation goal of 10 percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement.
Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE program and goals.

VSBE Subcontracting Goal: N/A

Procurement Method: A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

Multiple or Alternate Bids: Multiple or alternate Proposals will not be accepted.

Contract Type: Fixed Price ~~with work orders of~~ Indefinite Delivery Indefinite Quantity (IDIQ) with Labor Hours (See Appendix B Pricing Form)

Contract Duration: Five (5) year base period with two (2) two (2) year option periods.
Base Period (Est.) 01/15/2026-01/14/2031
Option Period One: 01/15/2031 - 01/14/2033
Option Period Two: 01/15/2033-01/14/2035

Primary Place of Performance: SBE Headquarters
151 West Street, 214
Annapolis MD 21401

Central Warehouse
7364 Baltimore Annapolis Blvd. Suite A
Glen Burnie, MD 21061

SBR Designation: No

Federal Funding: Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

Demonstrate that the Offeror or its subcontractor is a licensed reseller or distributor of pollbook devices.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

This Request for Proposals (RFP) is issued to procure the goods or services, as specified in this Section 2, from a contract between the selected Offeror(s) and the State of Maryland (“State”).

The Maryland State Board of Elections (SBE) Statewide Pollbook Modernization (SPM) project will procure and implement software and hardware for a modernized statewide electronic pollbook solution for SBE and the Local Boards of Elections (LBE) to use commencing with the 2028 statewide election cycle. This project includes procurement of the new pollbook, implementation of Maryland-specific modifications, successful statewide integration acceptance testing, training, change management, statewide deployment & implementation, and statewide support and operations. In addition to the pollbook solution, the project scope includes all related and necessary equipment, software, licenses, supplies, travel, transportation, training, and support services needed to deploy and implement the pollbook solution. ~~This project will include the decommissioning and disposal of the current Pollbook equipment and supplies.~~

It is the State’s intention to obtain goods and services, as specified in this RFP, from a contract between the selected Offeror and the State.

This is a single vendor award. See RFP **Section 6.5 Selection Procedures** for more Contract award information.

The current pollbook system, implemented in 2006, has outperformed its lifespan. Under Election Law Article 2-102(b)(7), the State Board of Elections is mandated to maximize technology in election administration, including developing a plan for a comprehensive computerized elections management system. This system modernization project will allow for new technology and functionality to benefit the State.

The State does not wish to procure a software application still under development. The software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Additional Information

2.2.1 Project Overview

The pollbook central server is an SBE in-house server that interfaces with other SBE systems as well as pollbooks in the field and is used to produce all pollbook databases, keep data synchronized in real time between systems, and process transaction logs post-election. During early voting, the pollbooks are securely connected to the statewide central pollbook database to synchronize voter status statewide. There may be a future need to extend this communication to include Election Day. Early voting data are exported nightly to the voter registration system. At the conclusion of early voting, the system receives log files from the pollbooks and generates files for a bulk update for election day pollbooks. At the conclusion of election day, the log files are again received, this time for election day data. The data is exported to the MDVOTERS system for voting credit.

There are currently 8,327 pollbooks in SBE's inventory system. There is an existing wide area/local area network (WAN/LAN) that simultaneously offers real-time voting location information. The current pollbook may interface directly with an existing printer and an existing barcode scanner, each via USB. The current pollbook does not interface directly with any other voting equipment or the voter registration system. The current pollbook has a resistive touch screen. Any hard-pointed object can be used to engage the touch screen. The central server DBMS is SQL Server 2017. The current pollbook DBMS is SQLite.

In addition to providing a more robust ability to expand functionality, the new pollbook solution will provide a much-needed capability for real-time or near real-time monitoring of election activities. The real-time monitoring will allow for collecting a range of important election data including, but not limited to, tracking the opening and closing times for early voting centers and election day polling places, and reporting check-in rates. Real-time monitoring also enables immediate notification of any issues with the pollbooks. SBE is interested in considering new technologies that may work differently than the current system and may have a different architecture than exists today.

A) Project Schedule Milestones:

1. Estimated Kickoff: January 2026
2. Implementation/Development: January 2026 - January 2027
3. Statewide Test: March 2027
4. Election Judge Manual finalization: June 2027
5. Go Live Presidential Election January 2028
6. Note: possible support of non-statewide parallel/pilot/official elections 2027

B) Critical Success Factors:

1. The Solution provides a comprehensive voter check-in process that meets RFP functional requirements;
2. The delivered solution is fully functional for all Maryland election types as designated by SBE, including primary, non-primary, statewide, and jurisdictional elections;
3. The successful creation, documentation, and integration with any required interfaces and workflows between the pollbook solution and other SBE-designated applications, networks, systems, databases, servers or other equipment. The delivered solution must seamlessly integrate with all required systems, where required;
4. The completion of smaller-scale implementations as designated by SBE, such as municipal and special elections, before the 2028 presidential election;
5. The completion of SBE system acceptance based on a successful statewide integration test twelve months before the 2028 Primary Election;
6. Implementation of a Statewide change management process, including SBE and LBE training before statewide integration testing;
7. The ability to monitor and assess the performance of the system during Early Voting and Election Day;
8. Delivery of efficient voter search, ballot issuance, data receipt, Same Day Registration (SDR), and other SBE-specified networking capabilities that meet the needs outlined in the functional requirements; and
9. A solution that efficiently accommodates transmission and use of SBE-designated statewide data sets between networked polling places.

2.2.2 State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the State project team consists of the following:

- A) Executive Business Sponsor:
 - 1. The Executive Business Sponsor is responsible for overall sponsorship of the project.
 - 2. The Executive Business Sponsor will provide executive level leadership and guidance.
- B) Agency Chief Information Officer (Contract Monitor):
 - 1. The CIO is responsible for the contract management of the awarded Offeror.
 - 2. The CIO will provide the final approval of all deliverables, purchase orders, work orders, invoices, and any other contractual obligations as outlined in this RFP.
- C) Director of Software Development (Contract Monitor):
 - 1. The Director of Software Development is responsible for overall management of the contract and the application development.
 - 2. The Director of Software Development will provide the approval of releases to production.
- D) Product Owner:
 - 1. The State Product Owner is responsible for technical requirements, backlog grooming, prioritization, and will lead the SBE statewide testing exercise.
 - 2. The State Product Owner will provide the technical expertise to assist the Contractor with implementation and integration with SBE existing systems.
- E) SBE Project Manager(s):
 - 1. The SBE Project Manager is responsible for day to day management of the project.
 - 2. The SBE Project Manager will manage the project from the State end, manage the project schedule and risks, and work as the liaison between the Contractor project team, the SBE project team, and SBE management.
- F) Agency Chief Information Security Officer (CISO)
 - 1. The CISO is responsible for overall cybersecurity and risk management for the agency regarding the proposed solution.
 - 2. The CISO is responsible for assessing the solution's compliance with applicable Federal, State and agency cybersecurity policies and standards.

2.2.3 Other State Responsibilities

- A) The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract.
- B) Provide all information, data, documentation, and test data required to facilitate the Contractor's performance of the work and provide such additional assistance and services as is specifically set forth.
- C) Provide an inventory of equipment as well as network architecture diagrams and voter check in work flows. These will be passed to the selected Contractor following contract award.

2.3 Contractor Responsibilities and Tasks

- A) Payment Information (see Standard Terms)
- B) Work Orders (see Standard Terms)

- C) Security Requirements (see Standard Terms)
- D) As part of the transition in process, Contractor will conduct a Gap Analysis (See **Section 2.6 Deliverables**) and produce a Gap Analysis report, complete with development and release schedule, to meet the project requirements and milestones.
- E) Configure and implement the pollbook solution according to the requirements of the RFP and the functional requirements detailed in **Appendix 5 - Pollbook Functional and Non-Functional Requirements** – which is attached as a separate Excel document.
- F) Be available for daily stand up meetings and all assigned Agile ceremonies that can be conducted via conference call, unless otherwise specified by SBE. The Contractor will engage SMEs in all Agile scrum ceremonies which includes prioritization of the gaps based on impact on the system, compliance and user experience.
- G) Meet weekly with the SBE Project Manager and SBE. Meetings will be conducted via conference call unless otherwise specified by SBE.
- H) Require the Key Personnel to be available to provide on-site support with 48 hours written notice by SBE.
- I) As part of election support, the Contractor must provide, at minimum, five (5) Subject Matter Experts to supply technical support on the ground in Maryland, one for each region, for the Statewide Test, any possible non-statewide parallel/pilot/official election exercises in 2027, and for the 2028 Presidential Primary and General elections. See **Section 2.4** for the position description and **Attachment B - The Price Form**.

2.4 Experience and Personnel

2.4.1 Preferred Offeror Experience

The following experience will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A) Demonstrate knowledge of any state election process, including early voting;
- B) Experience implementing a pollbook solution using Agile methodology;
- C) Experience successfully deploying a single database of multiple jurisdictions, each with a minimum of 500,000 registered voters;
- D) Experience successfully deploying a pollbook solution and providing maintenance and support to multiple locations over a large geographic area (e.g., multiple counties and multiple locations within a county); and
- E) Demonstrated experience of successfully deploying a pollbook solution for a Federal or State election, which consists of at least the following being carried out within the same state for said election:
 - a) Deployed pollbooks to at least 75 voting locations (across multiple cities and counties within the same state) during Early Voting;
 - b) Established a WAN for the near real-time transmittal of pollbook transactions and updates;
 - c) Deployed pollbooks for a minimum of 8 days of Early Voting;
 - d) Deployed pollbooks for Election Day across at least 750 voting locations within multiple cities and counties in the same state.

2.4.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A) Experience working in elections; and
- B) Experience working in an Agile development environment.

2.4.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose exactly three (3) personnel (see Section 2.4.4) 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.

2.4.4 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated below.

A) Project Manager

1. Duties: The Project Manager is assigned the management of this specific project and the work performed. Performs day-to-day project management, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between the State agency and awarded contractor. Is responsible for ensuring that work performed under this contract is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.
2. Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.
3. General Experience: At least five (5) years of experience in project management.
4. Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

B) Applications Development Expert

1. Duties: Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team. Will assist in the most difficult support problems.

Develops programming and development standards and procedures as well as programming architectures for code reuse. Has in-depth knowledge of state-of-the-art programming languages and object-oriented approach in designing, coding, testing and debugging programs. Understands and consistently applies the attributes and processes of current application development methodologies. Researches and maintains knowledge in emerging technologies and possible application to the business. Viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. Acts as an internal consultant, advocate, mentor and change agent.

2. Education: Preference for a Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.
3. General Experience: At least seven (7) years of IT and business/industry work experience.
4. Specialized Experience: At least three (3) years as Technical expert in IT organization. Coaches and mentors more junior technical staff. Provides technical input into the most complex and high impact IT decisions. Accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers.

C) Architect, Information Technology (Senior)

1. Duties: Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.
2. Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.
3. General Experience: At least ten (10) years of experience planning, designing, building, and implementing IT systems.
4. Specialized Experience: At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

2.4.5 Additional Labor Categories

The Labor Categories are identified and described below. To be responsive to this RFP, Offerors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Offerors shall submit a Financial Proposal Form (**Attachment B – The Price Form**) that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 2.4.4**. Resumes for resources provided later shall be coordinated by the Contract Monitor per the Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).

Education and experience described below in the Labor Category constitute the minimum requirements for candidates performing work under this RFP. All experience required must have occurred within the most recent ten (10) years.

A) Analyst, Systems (Senior)

1. Duties: Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.
2. Education: Bachelor's Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. A Master's Degree in a related field of information technology is preferred.
3. General Experience: A minimum of eight (8) years of experience in information technology systems analysis.
4. Specialized Experience: At least five (5) years experience in the design of business applications on complex IT systems. Requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

B) Applications Programmer

1. Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests debugs and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides

technical direction to programmers as required to ensure program deadlines are met.

2. Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.
3. General Experience: Must have five (5) years of computer experience in information systems design.
4. Specialized Experience: At least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

C) Architect, Systems Design

1. Duties: Must be able to lead the team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Responsible for gathering and defining the architecture requirements and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.
2. Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.
3. General Experience: Must have six (6) years of experience planning, designing, building, and implementing mid-range IT systems.
4. Specialized Experience: At least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Demonstrated ability to develop and execute architecture strategies and to perform feasibility studies and integration analyses. Experience supervising and providing guidance in implementing various mid-range architectures and supporting the implementation of large-scale applications.

D) Business Process Consultant (Senior)

1. Duties: Develop business requirements and business processes re-engineering methodologies. Solves application and process-related problems by creating detailed process and system design specifications and works with other areas across the business units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across business units and across IT functions. Resolves problems and improves business units' technical environments.
2. Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

3. General Experience: At least eight (8) years of experience in business process re-engineering.
4. Specialized Experience: At least five (5) years of experience in reengineering large scale business processes.

E) Database Management Specialist (Senior)

1. Duties: Must be capable of providing highly technical expertise and support in the use of Database Management Software (DBMS). Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.
2. Education: A bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.
3. General Experience: Must have six (6) years of experience in DBMS systems analysis and programming.
4. Specialized Experience: At least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

F) Engineer, Network (Senior)

1. Duties: Responsible for the design and implementation of large data communications or telecommunications networks. Plans and monitors the installation of communications circuits. Manage and monitor local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways) Conducts short and long-term plan to meet c communications requirements. Responsible for the design and implementation of LANs/WANs using hub switching and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares tradeoff studies and evaluations for vendor equipment. Generates network monitoring/performance report, for LAN/WAN utilization studies. Recommends network design changes/enhancements for improved system availability and performance.
2. Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor.
3. General Experience: Nine (9) years of experience in a computer-related field.

4. Specialized Experience: Seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.

G) Help Desk Manager

1. Duties: Provides daily supervision and direction to staff responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and other network services. Manages personnel as the first point of contact for troubleshooting hardware and software PC and printer problems.
2. Education: A bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A master's degree is preferred.
3. General Experience: This position requires a minimum of seven (7) years of experience managing a Help Desk. General experience includes information systems development, network work, and other work in the client/server field or related fields.
4. Specialized Experience: At least five (5) years of specialized experience, including managing help desks in a multiserver environment, comprehensive knowledge of PC operating systems (e.g., DOS, Windows), networking and mail standards, and supervision of help desk employees. Demonstrated ability to communicate effectively orally and in writing and to have a positive customer service attitude.

H) Help Desk Specialist (Junior)

1. Duties: Provides telephone and in-person support to users in directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.
2. Education: A bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.
3. General Experience: This position requires a minimum of five (5) years of experience in business IT environments with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.
4. Specialized Experience: At least two (2) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

I) Organizational Change Management Specialist

1. Duties: Develop change management strategies and apply a structured change management methodology, create a strategy, and lead change management activities. Assess the change impact of the project on SBE and the LBEs. Help with the evaluation and making sure that the election stakeholders develop an understanding and buy-in of changes resulting from the implementation. Help identify potential individual-related risks and anticipated points of resistance and help develop specific plans to mitigate or otherwise address the risk. Assist with readiness assessments on several stakeholder-related sub-projects and tasks and provide findings reports in a logical and easy-to-understand manner.
2. Assist with developing change management-related plans to include communications and training plans. Proficient understanding of project management approaches, tools, and phases of the project lifecycle. Exceptional communication skills both written and verbal. Able to work effectively with all stakeholders from SBE, LBEs, and contractors. Support, engage, and coach senior management of SBE and the LBEs. Support training efforts. Excellent active listening skills. Track and report issues using the tools used by the project team. Define and measure success metrics and monitor change progress. Integrate change management deliverables and tasks into the project plan and schedule. Must be able to positively influence others to move toward a common vision or goal.
3. Educational Requirements: A bachelor's degree from an accredited college or university with a major in Education/Training, Social Sciences, Human Resources, Business or other related disciplines.
4. Specialized Experience: At least five (5) years of experience in an organizational change management role.

J) Subject Matter Experts

1. The contractor will provide, at minimum, five (5) Subject Matter Experts (SMEs) for technical support on the ground in Maryland, one for each region.
2. SMEs are expected to be in Maryland for the Statewide Test in early 2027, any non-statewide parallel/pilot/official election exercises in 2027, and in support of the Presidential Primary and General elections in 2028.
3. SMEs are expected to have training and technical support experience for the vendor and the solution.
4. See **Attachment B - The Price Form**

K) System Security Specialist

1. Duties: Provide expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.

2. Education: A bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline.
3. General Experience: This position requires a minimum of 12 years of experience in system security.
4. Specialized Experience: At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

L) Testing Specialist

1. Duties: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Review test results and evaluate them for conformance with the design.
2. Education: A bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.
3. General Experience: Must have four (4) years of experience in computer software development.
4. Specialized Experience: At least two (2) years of software testing experience (integration and acceptance).

M) Training Specialist/Instructor

1. Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.
2. Education: A bachelor's degree from an accredited college or university with a major in Education/Training in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.
3. General Experience: Must have four (4) years of experience in information systems development, training, or related fields.
4. Specialized Experience: At least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

N) Technical Writer/Editor

1. Duties: Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translate technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, use the standard help compiler to prepare all online documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.
2. Education: Associate degree in related field. A bachelor's degree is preferred.
3. General Experience: A minimum of five (5) years of experience in this area.
4. Specialized Experience: At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

2.4.6 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

- A) A Substitution of Education for Experience: A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B) Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C) Substitution of Professional Certificates for Experience: 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.

2.4.7 Contractor Personnel Maintain Certifications

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

2.4.8 Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

- A) Core Business Hours Support:
 1. The Contractor shall assign Contractor Personnel to support Agency business hours 8:00 AM to 5:00 PM EST, Monday through Friday, except for State holidays.
 2. The Contractor will be required to work extended hours to support any elections, official elections, and statewide testing exercises.
- B) Needs beyond the hours described in paragraph A may be defined in a Task Order for additional labor categories.

- C) 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 onsite or virtual election support or resolving system repairs or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.
- D) Scheduled non-business Hours Support: Contractor Personnel will also be required to participate in an on-call schedule, providing non-business hours support. Typically, personnel assigned to Agency non-Business Hours support are required to be on-call 24 hours a day for a three-week period before and after statewide elections to support pre-election equipment transport, setup, testing, and post-election activities.
- E) State-mandated closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified by the Contract Monitor of these details in writing.
- F) Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as the Contract Monitor approves. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- G) Vacation Hours: Requests for leave shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.5 Substitution of Personnel

2.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A) Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B) Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C) The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

2.5.2 Definitions

For the purposes of this section, the following definitions apply:

- A) **Extraordinary Personal Event** – means any of: 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 that precludes the individual from performing his/her job duties under the Contract.
- B) **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

2.5.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 2.5.4**.

- A) The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B) The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1. A detailed explanation of the reason(s) for the substitution request;
 - 2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3. The official resume of the current personnel for comparison purposes; and
 - 4. Evidence of any required credentials.
- C) The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D) The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

2.5.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, 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, Agency policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.5.4.A.2**.
- 2. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
5. If the Contract Monitor determines to direct substitution under **2.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

1. To replace any Key Personnel in a circumstance other than as described in **2.5.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 2.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

C. Key Personnel Replacement Due to Sudden Vacancy

1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.5.4.B.1**.
2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

D. Key Personnel Replacement Due to an Indeterminate Absence

1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.5.3**.
2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.5.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. 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

2.6 Deliverables

2.6.1 Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the Contractor shall submit to the Contract Monitor, by email, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:
https://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf
- C. Unless specified otherwise, electronic versions of documentation deliverables shall be interoperable with Microsoft Office and Smartsheets or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- E. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.6.3 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.

2.6.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.6.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for

coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.

- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.6.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

2.6.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. All deliverables could be adjusted at the discretion of the Contract Monitor.

Deliverables Summary Table*

ID #	Deliverable	Description / Details	Due Date / Frequency
1	Pollbook Solution Detail Document	<p>A detailed description of the Offeror's solution including how the data is loaded into the solution from a Voter Registration system or file, how the data is updated on the front and back end, and how the data is updated between early voting and election day. This should also include:</p> <ul style="list-style-type: none"> • System Architecture • Data flow diagrams/description • Process flow diagrams/descriptions • Data input and output • Log files • Redundant backup • All other requirements as noted in the Appendix 5 	Once with the Technical Proposal, then annually, due February 1 of each year beginning in 2026.
2	Kickoff Meeting	To be scheduled and hosted by SBE.	Once, no later than NTP+ ten (10) business days
3	Gap Analysis	After NTP, the contractor will work with SBE to identify differences between the proposed solution and project requirements in Appendix 5, with recommendations to address gaps in functionality, performance, or compliance. See Section 2.6.5	The timeline and approach will be submitted with the Offeror's Technical Proposal.
4	Gap Analysis Report	See Section 2.6.5	An initial GAP Analysis Report is due within three (3) days of the Initial System Overview. An updated document must be provided after each sprint.

ID #	Deliverable	Description / Details	Due Date / Frequency
5	Initial System Overview	A virtual training to be held to formally start the Gap Analysis process. This should be similar to an election judge training with a high level review of the system.	Within 10 days of the kickoff meeting.
6	Equipment Delivery Schedule	Estimated equipment delivery schedule in the Technical Proposal to meet the timeline for development, testing, acceptance, and possible non-statewide parallel/pilot/official election use in 2027. See Section 2.6.6., not to be later than the first quarter of calendar year 2027.	Initially, with the Technical Proposal, updated weekly in the project status report.
7	Project Management Plan (PMP)	<p>Project Management Plan (PMP)</p> <p>A detailed plan outlining the project's management approach, including scope, schedule, resource allocation, risk management, problem/issue escalation, communication strategy, and key project milestones. It will define roles and responsibilities, reporting structure, and performance metrics to ensure successful project execution. An example format and template is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx.</p>	Initially, with the Technical Proposal, and then annually, due February 1 of each year beginning in 2026.
8	Problem Escalation Procedure (PEP)	A formal procedure outlining the process for identifying, escalating, and resolving issues that arise during the project. It includes escalation levels, response times, key contacts, and criteria for determining when and how to escalate problems to ensure timely resolution and project continuity. See Section 3.5	10 Business Days after NTP, Then, annually: January 10th of each year beginning in 2026.

ID #	Deliverable	Description / Details	Due Date / Frequency
9	Service Level Agreement (SLA)	As described in Section 2.11	Acknowledgement with the Contractors Technical Proposal. Then, updated annually: February 1st of each year beginning in 2026.
10	Configuration Management Plan	A detailed plan outlining the process for managing configuration changes to the system, including hardware, software, and documentation over the contract period. It defines the procedures for requesting, reviewing, approving, and implementing changes, along with mechanisms for tracking changes and maintaining system stability.	Once as outlined in the Contractor's PMP. Then, annually: February 1st of each year beginning in 2026.
11	Change Management Plan	A plan detailing the approach for managing the impact of the project on stakeholders, processes, and organizational structures. It includes strategies for communication, training, stakeholder engagement, and mitigating resistance to change, ensuring a smooth transition to the proposed solution.	Once as outlined in the Contractor's PMP with updates annually on February 1 beginning in 2026, or as necessary at key phases of the project.
12	Status Reports	Reports outlining project milestones, including planned completion dates, statuses, and metrics reporting. This should include a deliverables section with status updates on each deliverable outline in this section of the RFP. This should include an up to date roadmap and iteration schedule and backlog.. See template Exhibit 4.	Weekly starting within seven (7) business days of NTP

ID #	Deliverable	Description / Details	Due Date / Frequency
13	Implementation Plan	A comprehensive plan outlining the approach, timeline, and activities required for the successful implementation of the proposed solution including details on installation, configuration, testing, training, data migration, and system deployment, along with roles and responsibilities, resource allocation, and risk mitigation strategies. An example template for an Agile Implementation Plan is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Initially with the Offerors Proposal, an updated version NTP + 15 business days, then annually due Feb 1st of each year beginning in 2026.
14	Training Plan	A plan detailing the approach for training all relevant stakeholders, including end-users and technical staff, on the proposed solution covering training objectives, schedules, locations, methods (e.g., in-person, virtual, self-paced), required materials, and evaluation criteria to ensure effective knowledge transfer and system adoption.	Initially with the Offerors Proposal, then due annually on February 1st of each year beginning in 2026 or as necessary at key milestones of the project.
15	System Management Tool	Tool for monitoring active/inactive/repair/replacement status of pollbooks, as determined necessary by the Contract Monitor(s).	Tool to be proposed by Contractor
16	Staffing Plan	A plan that outlines the personnel requirements for the project, including roles, responsibilities, and qualifications for each team member. It also includes timelines for staffing, resource allocation, and any plans for onboarding, training, or reallocation of	Included in the Technical Proposal and updated annually, due February 1st of each year beginning in 2026,

ID #	Deliverable	Description / Details	Due Date / Frequency
		staff throughout the project lifecycle to meet the needs of the Agency.	or as necessary at key phases of the project.
17	Delivery Acceptance Form	See Section 2.6.1B	With each deliverable submitted.
18	Data Conversion Plan	A plan that details the strategy for converting data from SBE's current solution to the proposed solution, including data mapping, extraction, transformation, loading (ETL) processes, and validation methods. An example template for a Data Conversion Plan is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Due June 1st of each year beginning June 1, 2026.
19	Interface Control Document	A document that defines and manages the interfaces between the system and external systems or components. It includes technical specifications, data formats, communication protocols, and interface workflows. An example template for an Interface Control Document is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Due June 1st of each year beginning June 1, 2026.
20	Disaster Recovery Plan	A comprehensive plan outlining the procedures and strategies for recovering critical systems, data, and operations in the event of a disaster including backup methods, recovery time objectives (RTO), recovery	Due June 1st of each year beginning June 1, 2026.

ID #	Deliverable	Description / Details	Due Date / Frequency
		point objectives (RPO), roles and responsibilities, and contingency procedures. An example template for a Disaster Recovery Plan is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	
21	Disposition Plan	A plan outlining the process for decommissioning, archiving, or disposing of the proposed solution components, data, and equipment at the end of their lifecycle including procedures for ensuring compliance with data retention policies, security protocols for data sanitization, and environmentally responsible disposal of hardware. An example template for a Disposition Plan is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Due June 1st of each year beginning June 1, 2026.
22	Operational Readiness Plan	A formal plan for assessing that the system, processes, and personnel are fully prepared for operational deployment including system functionality, user training, support infrastructure, performance testing, and documentation, ensuring all components meet the defined requirements for go-live. An example template for an Operational Readiness Plan is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Initial version due 10 days after successful system testing with a final version due 10 days after Successful Statewide Integration UAT.
23	System Design Document	A detailed document that outlines the overall architecture and design of the Proposed solution, including hardware, software, data flow, interfaces, and security frameworks including a blueprint of the solution's	As outlined in the Contractor's PMP, then annually, due June 1st

ID #	Deliverable	Description / Details	Due Date / Frequency
		components, their interactions, and how they meet the project's functional and technical requirements. An example template for an System Design Document is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	of each year beginning June 1, 2026.
24	System Administration Manual	A comprehensive guide providing detailed instructions on the proposed solution administration tasks, including installation, configuration, maintenance, troubleshooting, user management, security protocols, and backup procedures. An example template for a System Administration Manual is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Due annually on February 1st of each year beginning in 2026.
25	System Security Plan	A detailed document outlining the security controls and measures implemented to protect the proposed solution, data, and infrastructure. It covers areas such as access control, encryption, vulnerability management, incident response, and compliance with security standards to safeguard against threats and ensure data integrity and confidentiality. An example template for a System Security Plan is available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	Due annually on February 1st of each year beginning in 2026.

ID #	Deliverable	Description / Details	Due Date / Frequency
26	Test Plan	<p>In MS Word format, the Test Plan shall be delivered to the Contract Monitor(s) and shall include test cases and expected results for each requirement for each of the following:</p> <ul style="list-style-type: none"> • System Tests • Integration Tests • Functional Tests • Security Tests • Performance Tests • User Acceptance Tests (including regression testing) 	The test plan should be updated and delivered at the end of each sprint. It is due the business day after the sprint review.
27	Test Summary Report	<p>In MS Word or Smartsheet format, the Test Results Report shall include the Contractor's actual test results for each of the following, when applicable:</p> <ul style="list-style-type: none"> • System Tests • Integration Tests • Functional Tests • Security Tests • Performance Tests • User Acceptance Tests (including regression testing) 	Test results should be reported at the end of each sprint, due the business day after each sprint review.
28	Technical Documentation	<p>System documentation to include:</p> <ul style="list-style-type: none"> • Maintenance procedures, • Technical manuals, • End user manuals, • Data dictionary, • Pre and Post Election maintenance checklists, and • Other documents available as part of the proposed system. 	Annually: February 1st of each year beginning in 2026.

ID #	Deliverable	Description / Details	Due Date / Frequency
29	Project Schedule	A Smartsheet to include project milestones, critical path items, major election dates, a development timeline, and a release schedule.	Initially due with the proposal, then updated weekly.
30	Support Plan	Detailed document on the plan to provide election support as described in Section 2.6.5.	Initially due with the proposal and updated annually, Feb 1 of each year beginning in 2026.
31	Accessibility Audit Report	See Section 2.16.5	One month prior to any production release, or at the discretion of Contractor Monitor

*The deliverables summary table may not list every contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

2.6.5 Additional Documentation Details:

A. Training to be outlined in the Offerors Training Plan, to include:

1. Description of the approach and methodology to be used to train SBE, LBE personnel as described:
 - (1) High level overview of the awarded solution (NTP+10)
 - (a) Audience: LBEs, SBE personnel
 - (b) Location: Virtual
 - (2) Technical and centralized system detailed overview (NTP+10)
 - (a) Audience: SBE SMEs
 - (b) Location: Virtual
 - (3) Statewide Testing Training (Early 2027)
 - (a) Location: In person, at Primary place of performance
 - (b) Audience: Regional Managers (RM), LBEs, SBE
 - (c) Timeframe: two (2) weeks prior to the Statewide Test with multiple dates to accommodate schedules.

- (4) The Contractor will conduct a virtual run through training at least one month prior to the Statewide Test, in order for SBE to provide feedback.
 2. In-depth training to support parallel/pilot testing and official elections in 2027, if applicable
 - (a) Location: In person, Primary locations
 - (b) Audience: RMs, LBE representatives, SBE SMEs on different days (with some overlap)
 - (c) Time frame: up to one week
- B. Training materials, technical manuals, and checklists intended for use during the term of the Contract, in electronic format should include, at minimum:
 1. Hardware components and setup;
 2. Battery and charging instructions;
 3. Display features and functionality;
 4. Production of reports;
 5. Troubleshooting, resolution of malfunctions, and error messages;
 6. How to store equipment when not in use;
 7. Transfer of election check-in data to SBE's central pollbook database via network and removable media device, as applicable, during Early Voting and Election Day;
 8. Physical, device configuration, and data transfer security;
 9. Network configuration of all devices;
 10. Pre and post-election maintenance; and
 11. L&A;
- C. As part of the Implementation Plan deliverable, the Contractor shall provide a comprehensive Environment Management Plan (EMP) that outlines the strategy, processes, and timeline for the creation, configuration, management, and transition between all required environments. The EMP must address the following components:
 1. **Environment Definition:** A detailed description of each environment (e.g., Development, Test/QA, User Acceptance Testing (UAT), Staging, Production, Training, and Disaster Recovery) and its intended purpose within the project lifecycle and how it relates to Maryland's centralized statewide architecture.
 2. **Setup and Configuration:** A documented plan for the setup, configuration, and deployment of each environment, including specifications for hardware, software, network infrastructure, and any necessary third-party integrations.
 3. **Ownership and Access Control:** Identification of environment owners, responsible parties for maintaining each environment, and access control protocols for stakeholders.

4. **Data Management:** A strategy for managing data within each environment, including any requirements for the use of anonymized or sanitized production data in testing environments and processes for data backup and restoration.
5. **Environment Transition Plan:** A detailed process for promoting system modifications, configurations, and updates from one environment to another, ensuring quality assurance and minimizing disruption to ongoing operations. This plan should include any dependencies and critical checkpoints.
6. **Testing Strategy:** Identification of the types of testing that will be conducted in each environment (e.g., unit testing, integration testing, performance testing, user acceptance testing) and the required resources and configurations to support such testing.
7. **Timeline and Milestones:** A clear timeline that identifies key milestones for the creation, deployment, and transition between environments, including dependencies on project phases.
8. **Maintenance and Monitoring:** Procedures for ongoing environment maintenance, including performance monitoring, software and security updates, patch management, and issue resolution processes.
9. **Disaster Recovery and Failover:** A plan for replicating critical environments and ensuring disaster recovery and failover capabilities for production and other mission-critical environments.
10. **Decommissioning Plan:** A detailed plan for the decommissioning or retirement of environments that are no longer needed after key phases of the project are completed.

The Contractor shall be responsible for ensuring that all environments are maintained throughout the project lifecycle that they support the State's quality assurance, testing, and production readiness requirements, and that the creation and management of these environments align with the overall project timelines, objectives, and risk management strategies.

The EMP must be delivered as part of the overall Implementation Plan and subject to approval by the State prior to the initiation of any environment setup.

- A. A **Gap Analysis** process will be conducted to discover what changes may need to be made to the application to meet Maryland requirements. The purpose or scope of the gap analysis is to ensure system efficiency and compliance with Maryland laws and regulations. The Gap Analysis Report should include:
 1. Gap identification number and associated Jira ticket number
 2. Original requirement
 3. Gap description
 4. Remediation description
 5. Level of effort to meet the requirement

6. Impediments that may impact the delivery of requirement
- B. **Support Plan:** Provide a detailed plan to support SBE and the LBEs during the 2028 Election Cycle and the statewide testing exercise.
 1. This plan should include, at minimum, five (5) Subject Matter Experts to provide technical support on the ground in Maryland, one for each region. See Technical Support **Section 2.9.1**.
 2. This plan should include technical support for the statewide testing exercise, any non statewide parallel/pilot/official elections in 2027 (dates TBD), and support for the 2028 Presidential Primary and General elections.
- C. Problem Escalation Procedures: See **Section 3.5**
- D. Service Level Agreement: See **Section 2.11**

2.6.6 Equipment Delivery Requirements:

- A. All equipment deliveries for this Contract shall be designated as “Inside Delivery” unless otherwise specified (i.e., the Contractor shall deliver the contents of an order to a specific room on a specified floor of the identified entity’s building).
- B. Contractor shall provide an estimated equipment delivery schedule for the full solution, in their proposal, to meet the timeline for development, testing, acceptance, and possible non-statewide parallel/pilot/official election use in 2027, not to be later than the first quarter of calendar year 2027. See **Section 2.8** for additional details. If the Contractor determines they are unable to meet the delivery schedule as proposed, the Contractor must immediately notify SBE and provide a new final delivery schedule.
- C. For delivery of all components purchased as a result of this solicitation, the Contractor shall:
 1. Ship all orders Freight On Board (F.O.B.) Destination, freight “prepaid and allowed” to these SBE locations, as designated by SBE:
 2. SBE Central Warehouse, 7364 Baltimore Annapolis Blvd, Glen Burnie, MD 21061 (Initial Order);
 3. SBE Office, 151 West St. Suite 200, Annapolis MD 21401; and
 4. LBEs upon request.
- D. Include with each delivery a physical list of scannable serial numbers of all devices delivered to the specified location; and
- E. Within 24 hours of receipt of delivery by SBE or its agents, the Contractor must submit to SBE a list of the serial numbers of all components delivered, in electronic format.
- F. **Pollbook Solution equipment and software will be used to support non-statewide parallel/pilot/official elections in 2027 (dates and amounts to be determined, if applicable). All equipment required to implement the solution in support of these elections must meet minimum viable product (MVP) requirements as identified in Appendix 5 - Functional and Non Functional Requirements. All items listed as “hard requirement” in Appendix 5 are determined to be the MVP.**
- G. **All equipment required to implement the full statewide solution must have accepted software installed, and configured, must be delivered and ready for use by March 2027 in order to meet the 2028 election schedule. The Contractor will outline an equipment delivery schedule to meet this timeline (See Section 2.6.4 #6)**

H. Equipment delivery schedules should align with the high level milestones noted in the Project Overview.

2.7 Voluntary Voting System Guidelines

The United States Congress passed the Help America Vote Act of 2002 (HAVA) [HAVA02] to modernize the administration of federal elections and to establish the U.S. Election Assistance Commission (EAC) to provide guidance to the states in their efforts to comply with the HAVA administrative requirements. Under the authority of HAVA, the EAC adopted the Election Supporting Technology Evaluation Program (ESTEP) in December 2023, responsible for the evaluation of technologies not covered under the Voluntary Voting System Guidelines (VVSG). In response to the increasing demands from the public and various stakeholders, ESTEP piloted the nation's first voluntary program for testing e-poll books on the federal level in 2023. The purpose of these requirements is to provide a set of specifications against which e-poll books can be tested to determine if they meet baseline standards for functionality, security, and accessibility.

Offeror's Technical Proposal must describe whether and to what extent the proposed solution meets the Voluntary Electronic Poll Book Certification Requirements (VEPBCR 1.0, link below) and, to the extent that it does not, how it intends to meet such requirements including but not limited to accessibility requirements. Offeror should elaborate on any foreseeable upgrades (hardware and software) that may be needed to satisfy VEPBCR 1.0.

https://www.eac.gov/sites/default/files/2024-05/Voluntary_Electronic_Poll_Book_Certification_Requirements_v1.0_508.pdf

2.8 Contractor-Supplied Hardware, Software, and Materials

- A. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. However, the State has the right to purchase hardware, software, and hosting services from a source other than the Contractor if it is determined to be in the best interest of the State based on value and price.
- B. Cloud based applications shall be accessible from various client devices through a thin client interface such as a Web browser or a program interface.
- C. For projects that require Contractor supplied materials and warranties, the costs for the materials and warranties shall be passed through to the State with no mark-up by the Contractor.
- D. The Contractor shall prepare software releases and stage each release in the system testing environment at the State for validation. The State will have the ability to manage the distribution of these releases to the appropriate sites. *(Note: To support this requirement, the Offeror shall propose, provide and fully describe their solution for updating all sites with any new software releases.)*
- E. The Contractor may operate in the production environment upon authorization to operate (ATO) from the State.
- F. The State shall receive the manufacturer or provider's standard warranty for hardware and software provided under the Contract, covering the entire base period and option periods. The details must be described in the Offeror's Technical Proposal. Any warranty period for goods and services will not commence until acceptance of the products or services by

the State of Maryland. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State.

- G. The following timelines related to equipment should be included in the equipment delivery schedule and project schedule:
1. Contractor will loan to SBE, at minimum, **10** pollbook devices and associated ancillary items, to be shipped to SBE within NTP+15.
 1. These items must be fully functional with the Contractor's existing software, including any hosting or API environments, if applicable.
 2. These units will be returned to the Contractor after the Gap Analysis and subsequent customization is completed.
 2. A subset of equipment will be loaned to SBE for acclimation, training, UAT, and statewide testing purposes. This equipment will not exceed **200** pollbook devices and associated ancillary items. (Note: the full solution should be fully functional at this time, which will include hosting, if applicable). This equipment may become part of the inventory deployed for the State based on certain factors such as formal acceptance of the solution post statewide election.
 3. ~~Pollbook Solution equipment and software will be used to support non-statewide parallel/pilot/official elections in 2027 (dates and amounts to be determined, if applicable). All equipment required to implement the solution in support of these elections must meet minimum viable product (MVP) requirements as identified in **Appendix 5 – Functional and Non-Functional Requirements**. All items listed as “hard requirement” in Appendix 5 are determined to be the MVP.~~
 4. ~~All equipment required to implement the full statewide solution must have accepted software installed, and configured, must be delivered and ready for use by March 2027 in order to meet the 2028 election schedule. The Contractor will outline an equipment delivery schedule to meet this timeline (See Section 2.6.4 #6)~~
 5. ~~Equipment delivery schedules should align with the high level milestones noted in the Project Overview.~~

2.9 Product Requirements

In addition to the **Appendix 5 - Functional and Non-Functional Requirements**:

- A. Open source software may be proposed; however, operational support for the proposed software must also be proposed. Operational support shall include maintenance and updating of code to address software dependencies, software updates and security vulnerabilities.
- B. Bidders/Offerors proposing to resell services of another entity must be authorized by such other entity.
- C. No international storage or processing for State Data: As described in **Section 2.14.5 Data Protection and Controls**, Bidders/Offerors are advised that any processing or storage of data outside of the continental U.S. is strictly prohibited.

- D. Consistent expiration dates: Licenses/services purchased under the Contract shall expire coterminously with the earliest licenses/services delivered. As appropriate, charges shall be prorated.
- E. Any terms of use or other agreement applicable to the Bidder's/Offeree's proposed services must be contained in the Bidder's/Offeree's Technical Proposal. The State is not subject to any terms of use or other agreement applicable to the Bidder's/Offeree's proposed services unless the same are explicitly agreed to by the State during the Proposal evaluation process.
- F. The State does not recognize and is not subject to any auto-renewal of services provision that may be contained or provided for in any Contractor agreements.

2.10 Maintenance and Support

Maintenance and support, and Contractor's ongoing maintenance and support obligations, are defined as follows:

2.10.1 Maintenance:

- A. Maintenance commences at the State acceptance of the pollbook solution (after the Statewide Test).
- B. Software maintenance includes all software changes, modifications, updates, patching, bug fixes, vulnerability fixes, and enhancements applicable to all system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- C. Maintenance shall be provided for superseded releases and back releases still in use by the State.
- D. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon Notice to Proceed:
 - 1. Error Correction. Upon notice by the 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. The contractor shall notify the State of any material errors or defects in the Deliverables known or made known to the Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3. Vulnerabilities. The contractor shall notify the State of any vulnerabilities of which it is or becomes aware that could allow unauthorized access, disclosure, or modification of data, applications, or systems. The Contractor shall fix all vulnerabilities in accordance with the State's IT Security Manual in Reference B of the Table in Section 1.2.
 - 4. Updates. Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software

Deliverable developed or published by the Contractor and made available to its other customers.

5. Activity reporting on any of the above activities, should be provided in the Weekly Status Report.
- E. The Contractor shall be responsible for repairing or coordinating repair on the pollbook device for the warranty period.
- F. The Contractor shall be responsible for providing preventative maintenance of the pollbook device for the warranty period, if applicable.
- G. The Contractor shall provide a process and tool for tracking all components that require upgrade, preventative maintenance or repair (see Section 2.6.4 #15)
- H. All repair and preventative maintenance shall be coordinated through the Contract Monitor.

2.10.2 Technical Support

- A. “Technical Support” means Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year, based on the Tier defined in the Service Level Agreement. Virtual Technical Support shall be available during hours noted in **Section 2.4.8**.
- C. Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
- D. The Contractor shall return calls for service of emergency system issues within one (1) hour or per the Service Level Agreement.
- E. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after hours noted in **Section 2.4.8**.
- F. 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.
- G. User support (Help Desk)
 1. The Contractor shall furnish Help Desk services for the Statewide Pollbook Modernization solution during the statewide testing exercise, any non-statewide parallel/pilot/official elections in 2027, and the Presidential Primary and General elections in 2028.
 2. Help Desk services are available during the hours noted in **Section 2.4.8**.
 3. The 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 as well as which personnel at the organization handled and resolved the ticket with a full audit trail of activity as well as which personnel at the organization handled and resolved the ticket with a full audit trail of activity.

2.10.3 Backup

The Contractor shall:

Provide a backup process for relevant election-related data and/or log files managed by their proposed solution and a Disaster Recovery plan for the proposed solution.

- A. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
- B. See Maryland's retention policies:
http://msa.maryland.gov/megafile/msa/stagsere/se1/se52/004000/004002/pdf/mdsa_se52_4002.pdf

2.11 Service Level Agreement (SLA)

2.11.1 Definitions

- A. A "Problem" is defined as any situation or issue or breach or potential breach related to the system operation and is not an enhancement request that is reported to the Contractor. The Contractor shall utilize a tracking system, e.g. help desk ticket system, to track, update, and report the status of all reported problems.
- B. "Problem resolution time" is defined as the period of time from when the issue was reported to the Contractor to when it is resolved to the satisfaction of the State.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Attachment B - The Price Form**, invoiced during the month of the Problem for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount **Attachment B - The Price Form**.

2.11.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Meet the Problem Response Time and the Problem Resolution Time requirements as defined in **the Contractors Problem Escalation Procedures**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the Contractor-supplied tracking tool or other help desk software and assign an initial severity level (i.e., Emergency, High, Normal, or Low as defined in **Section 2.10.8**).
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate State of Maryland personnel shall be notified when a Problem is resolved.
- F. The State of Maryland shall make the final determination regarding Problem severity as defined in **Section 2.10.8**.
- G. Contractor shall review any Problem with the State of Maryland to establish the remediation plan and relevant target dates.

2.11.3 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of services as of the Notice to Proceed.

2.11.4 Service Level Reporting

- A. Contractor performance will be monitored by the State of Maryland.
- B. The Contractor shall provide summarized SLA performance and detailed monthly reports evidencing the attained level for each SLA. All monthly reports shall highlight any SLA performance criteria that did not meet the compliance requirement designated in the SLA provided in **Section 2.6.7**. The Contractor shall provide an explanation of why any SLA was not met. For any problems not resolved, the Contractor shall provide an explanation of how and when it will be met in the future.
- C. Monthly reports shall be delivered via e-mail to the Contract Monitor beginning at Notice to Proceed and then regularly at the Contract Monitor's discretion.

2.11.5 SLA Service Credits

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

Service credits will be cumulative for each missed service requirement. The State, at its option for amounts due to the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting the entire Solution, in addition to all other rights and remedies available to the State, all affected SLAs shall be credited to the State.

In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor's failure to satisfy its service level obligations.

2.11.6 Root Cause Analysis

The State has the right, at its sole discretion, to direct the Contractor to perform and deliver a root cause analysis in connection with any SLA measurement that yields an SLA credit. Such root cause analysis shall be provided within 30 days of the request.

In addition, for each 'Emergency' or 'High' priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

2.11.7 Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement (SLA)	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% - Less than 15 minutes	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% - Less than 2 hours	1%
3	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% - Less than 4 hours	1%
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% - Less than 24 hours	1%
5	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% - Less than 72 hours	1%
6	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	Less than 6 hours each month	5%

No.	Service Requirement	Measurement	Service Level Agreement (SLA)	SLA Credit
7	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	Less than 99.5%	10%
9	Disaster Recovery	Contractor shall provide recovery and continuity of operations within 48 hours of a System/network failover.	48 hours	20%
10	Notification of Security Incident	Notification of a Security Incident within 60 minutes of occurrence	1 hour	10%
11	Security Incident Reporting	Security incident reporting requirement in 4 hours	4 hours	10%
12	Escrow Update	Update escrow within 10 days of a change. Failure to update escrow	10 days	10%

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in **Section 2.6.5**.

2.11.8 Problem Response Definitions and Times

The Contractor shall meet the Problem Response Time and Problem Resolution Time requirements.

The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	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. To include Claimants and Employers
High	Less than 30 minutes	Within 4 hours after first report	24 hours per day, seven days per week	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 Claimants and Employers Affects high profile users (i.e. executive management)

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Normal	Within 2 hours	Within 1 day (24 hours) after the first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	<p>Specific non-critical features are not operating as specified</p> <p>Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.</p>	Affects a number of users
Low	Within 2 hours	Within 3 days (72 hours) after the first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	<p>Lower priority features that can be done manually are not operating as specified</p> <p>Often a request for service with ample lead time.</p>	Affects a number of users

2.12 Required Project Policies, Guidelines and Methodologies

The Contractor must comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. These include, but are not limited to:

Reference	Regulations, Policies, Guidelines and Methodologies
A	The State of Maryland System Development Life Cycle (SDLC) methodology https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx
B	The State of Maryland Information Technology Security Policy and Standards at: https://doit.maryland.gov/policies/Pages/ContractPolicies.aspx https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx
C	Voluntary Electronic Poll Book Certification Program (for reference only, see section 2.7) https://www.eac.gov/election-technology/estep-program/electronic-poll-books
D	The State of Maryland Information Technology Project Oversight at: https://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx
E	The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide.
F	Hardware and Software hardening procedures by Center for Internet Security (CIS) guides https://www.cisecurity.org/ or Security Requirements Guides (SRG) http://www.nist.gov
G	Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-3: https://csrc.nist.gov/publications/detail/fips/140/3/final https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-3-standards
H	Purchasing and Recycling Electronic Products https://dgs.maryland.gov/Pages/GreenPurchasing/Resources/Electronics.aspx

2.13 Disaster Recovery and Data

2.13.1 Redundancy, Data Backup, and Disaster Recovery

- A. Unless specified otherwise, throughout the Contract term, the Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, the Contractor's processing capability, and the availability of hosted services. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of

disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

1. The Contractor shall furnish a DR site.
 2. The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within 24 hours from notification, with a recovery point objective of one hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following the completion of DR testing.
- E. Such contingency and DR plans shall be available for the State to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

2.13.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
1. perform a full or partial import/export of State data within 24 hours of a request; or
 2. provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements <https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>

2.13.3 Data Ownership and Access

As set forth in the Contract, data, databases and derived data products created, collected, manipulated, or directly purchased as part of the solicitation are the property of the State. The purchasing State agency is considered the custodian of all State data. The use, access, and distribution of all data shall comply with the requirements of the **Data Use Agreement (Attachment Y)**.

The Contractor may not access or share State data other than as necessary to perform the services under this Contract.

The Contractor shall limit access to and use of State data to Contractor Personnel whose responsibilities require such access or use and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

Provisions in **Sections 2.13.1 - 2.13.3** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 2.13.1 - 2.13.3** (or the substance thereof) in all subcontracts.

2.14 Security Requirements

The following requirements are applicable to the Contract:

2.14.1 Employee Identification

- A. 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 Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. Any foreign national must be identified and approved by the State Administrator to perform work under this contract (**See Attachment K**)
- E. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

2.14.2 Security Clearance / Criminal Background Check

- A. Contractor shall provide a Criminal Background Check Affidavit (Appendix 3) prior to any work commencing.
- B. The Contractor shall obtain from all Contractor Personnel assigned to work, a criminal history check. This requirement applies to all employees and subcontractors working.
- C. Prior to Contractor Personnel commencing work, the Contractor shall secure, at its own expense, the required criminal history record check and provide the Contract Monitor with completed background check certifications on such Contractor Personnel.
 - 1. If the 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 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.

- F. At a minimum, these background checks must include all convictions and probation before judgment dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this agreement unless prior written approval is obtained from the Contract Monitor.
- G. The Contractor shall be responsible for ensuring that Contractor Personnel background check certifications are renewed annually, and at the sole expense to the Contractor.
- H. The Contractor shall provide within two (2) business days of receipt any updated information that affects the individual's criminal background certification.
- I. SBE reserves the right to:
 - 1. Disqualify any of the Contractor's employees or subcontractors whose background checks suggest conduct, involvement, and/or associations that SBE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP; and
 - 2. Perform additional background checks on Contractor and subcontractor employees.
- J. Further, Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while on secured premises.
- K. A copy of SBE's Credentialing Procedures is available upon request.

2.14.3 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require 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) brought onto the site, and to submit to a physical search of his or her person. Therefore, 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 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 Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any 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.

- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art., §§ 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

2.14.4 Information Technology Security

- A. Contractors shall comply with and adhere to the State IT Security Manual, Policies, and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [Policies, Standards, and Guidelines](#).
- B. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State as directed and coordinated with the Contract Monitor.
- C. The Contractor shall:
 - 1. For IT Security Policies and Standards that are not covered by the State IT Security Manual, the Contractor shall 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 2.14.5**)
 - 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 Contract; and
 - 3. Ensure compliance with all applicable federal, State, and local laws, rules and regulations concerning security of Information Systems and Information Technology.

2.14.5 Data Protection and Controls

- A. 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) provided or used in connection with the performance of the Contract according to a written security policy (“Security Plan”) no less rigorous than that of the State and using best practices that comply with an accepted industry standard, such as the NIST cybersecurity framework.
 - 1. **The Security Plan** shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract. Such a Security Plan shall be provided to the State for its review with solicitation response. If awarded a contract, the Security Plan shall be provided on an annual basis or whenever updates are made.
 - 2. The Contractor shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.

3. If any Security Plan information, including procedures, are different based on a Task Order, Contractor shall furnish such differences to the respective TO Manager.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls during the Contract Term (the Contractor may augment this list with additional controls):
1. Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not utilized in test or training environment(s).
 2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides, Security Technical Implementation Guides (STIG), or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible 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 Contractor's system configuration files.
 3. Ensure that State data is not commingled 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 Contractor is responsible for the encryption of all Sensitive Data.
 5. Apply data encryption to all Contractor managed or controlled State data when the data is in transit over untrusted network segments.
 6. Utilize encryption algorithms for encrypting data that comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules."
 7. 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 the Maryland Department of Information Technology's Information Security Manual.
 8. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect the logs and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.

9. Ensure system and network environments are separated by properly configured and updated layer seven firewalls.
10. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
11. By default, “deny all” and only allow access by exception.
12. Review, at least annually and after changes, 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.
13. Perform regular internal and external vulnerability testing of operating system, applications, and all network devices utilized in this Contract. 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 the Contract. 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 State shall have the right to conduct vulnerability testing and inspect the results of similar Contractor performed vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
14. 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 Policies, including specific requirements for password length, complexity, history, and account lockout.
15. Ensure State data is not processed, transferred, or stored outside of the continental United States (“U.S.”). The 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 Contractor shall not allow 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. Contractor Personnel may access State data remotely only as required to provide technical support and with the prior approval of the State.
16. Ensure Contractor Personnel shall not connect any of their own equipment to State IT assets without prior written approval by the State. Any such approval may be revoked, rescinded, or curtailed at any time for any reason. The Contractor shall coordinate requests for approval with the Contract Monitor and is subject to all State approval processes as they may be revised from time to time.

17. Ensure that anti-virus and anti-malware software is installed and maintained on all systems and endpoints supporting the services provided under the Contract; 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 Contractor shall perform routine, at the discretion of the Contract Monitor, vulnerability scans and take corrective actions for any findings.
18. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without the 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 State shall have the right to inspect the Contractor's processes and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

2.14.6 Security Logs and Reports Access

- A. For any cloud-hosted, contractor-hosted, or third-party-hosted solution, the Contractor shall provide security logs and reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State data, systems, and software data, systems, and software related to the Contract.

2.14.7 Payment Card Industry Compliance

This section is not applicable.

2.14.8 Security Incident Response

- A. The Contractor shall notify the State when any 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 State within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, State Chief Information Security Officer and Maryland Security Operations Center (MD-SOC);
 2. notify the State within seventy-two (72) hours if there is a threat to Contractor's solution as it pertains to the use, disclosure, and security of State data; and
 3. provide written notice to the State within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State requests concerning such unauthorized use or disclosure.
- B. 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 Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
6. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

C. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract. The Contractor shall obtain approval from the State prior to communicating with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise.

D. The Contractor shall comply with all applicable system security breach laws and DoIT's Cybersecurity Incident Reporting Requirements for State Government:
<https://doit.maryland.gov/cybersecurity/Documents/Cybersecurity-Standards-CIRRSG.pdf>

2.14.9 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
 1. Notify the appropriate State-identified contact within 24 hours by telephone and email to the Maryland Security Operations Center (MD-SOC) in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 2. Cooperate with the State to investigate and resolve the data breach;
 3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. With respect to State data within the possession or control of the Contractor, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.
- C. The public disclosure of a cybersecurity incident shall be pursuant to [Guidelines for the Public Disclosure of Cybersecurity Incidents](#) or any successor thereto.

- 2.14.10 Additional security requirements may be established in a Task Order or a Work Order.
- 2.14.11 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 2.14.12 **Provisions** in Sections 2.13.1 – 2.13.10 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 2.13.4 - 2.13.10 (or the substance thereof) in all subcontracts.

2.15 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Audit Report applies to the Contract. The applicable trust services criteria are: Security, Availability, Processing Integrity, Confidentiality, and Privacy.

- A. The Contractor shall provide to the Contract Monitor, within thirty (30) calendar days of the issuance of the final SOC 2 Type 2 Audit Report, the audit results and a documented corrective action plan that addresses each audit finding or exception contained in the SOC 2 Type 2 Audit Report, identifying in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented. The scope of the SOC 2 Type 2 Audit Report shall include work performed by any subcontractors that handles, store or process Sensitive Data or are responsible for security controls and provide essential support to the TO Contractor for or essential support to the Information Functions and Processes for the services provided to the State under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract or, in the case the subcontractor's services are covered by a separate SOC 2 Type 2 Audit, that separate SOC 2 Type 2 Audit reports are obtained from all subcontractors and submitted to the Contract Monitor via the Contractor's primary point of contact.
- B. All SOC 2 Type 2 Audit Reports shall be submitted to the Contract Monitor as specified in Section a above. The initial SOC 2 Type 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Type 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Type 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 Contractor furnished services.
- C. The SOC 2 Type 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 2.14**, relevant to the trust services criteria identified in **Section 2.15.1**: as defined in the aforementioned Guidance.
- D. The audit scope of each year's SOC 2 Type 2 Audit Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Type 2 Audit Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year's

SOC 2 Type 2 Audit Report engagement shall accommodate these changes by including in the SOC 2 Type 2 Audit Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

- E. The scope of the SOC 2 Type 2 Audit Report shall include work performed by any subcontractors that handle, store or process Sensitive Data and provide essential support to the TO Contractor for or essential support to the Information Functions and Processes for the services provided to the State under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract or shall ensure their subcontractors obtain a SOC 2 Type 2 Audit Report as described in this Section.
- F. All SOC 2 Type 2 Audits shall be completed at the Contractor's expense, including those of the Contractor, shall be performed at no additional expense to the State.
- G. If the Contractor fails during the Contract term to obtain an annual SOC 2 Type 2 Audit Report by the date specified in **Section 2.15.2.A**, the State shall have the right to retain an independent audit firm to perform an audit engagement to issue of a SOC 2 Type 2 Audit Report of the Information Functions and/or Processes utilized or provided by the Contractor and under the Contract. The 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 in the performance of the engagement that is required to perform the audit engagement of the SOC 2 Type 2 Audit Report. The State, at its option, will invoice the Contractor for the expense of the SOC 2 Type 2 Audit Report(s), or deduct the cost from future payments to the Contractor.
- H. Provisions in **Section 2.15.1** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 2.15.1-2** (or the substance thereof) in all subcontracts.

2.16 Nonvisual Access

Refer to Section 2.7.

2.17 Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete and submit with the Bid/ Proposal the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment K**.

2.18 HIPAA - Business Associate Agreement

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

2.19 Additional Clauses

The Contractor is subject to the requirements in this section and shall flow down the provisions of **Sections 2.19.1 – 2.19.5** (or the substance thereof) in all subcontracts.

2.19.1 Custom Software

- A. As described in the sample contract (**Exhibit 2**), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source code, maintenance updates, documentation, and configuration files, when developed under the Contract.
- B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

2.19.2 Custom Source Code

- A. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Exhibit 2**) and in **Section 2.19.3** below.
- B. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- C. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

2.19.3 Source Code Escrow

Source Code Escrow applies to the Contract. The Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement ("Escrow Agreement") that shall be entered into between the Contractor and an escrow agent ("Escrow Agent") within seven (7) days of the Contract Effective Date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term "Source Code Escrow Package" means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly

upon each release of a new version of any component thereof. The contractor shall pay all fees and expenses charged by the Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor's confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of the Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.

- B. In the event that the Escrow Agent either ceases providing escrow services to the Contractor or the Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, the Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to **Section 2.19.3.A** above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.
- C. The contractor shall inform the State of the availability of an escrow for any third-party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 2.19.3.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with the Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated email and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

2.19.4 Purchasing and Recycling Electronic Products

- A. State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the DoIT. This information is located on the DGS web site: <https://dgs.maryland.gov/Pages/GreenPurchasing/index.aspx>
- B. Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code

Ann. § 14-415, requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <https://dgs.maryland.gov/Pages/GreenPurchasing/index.aspx>

- C. Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

2.19.5 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders/Offerors are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

2.19.6 Change Control and Advance Notice

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

2.20 Required Submissions

2.20.1 As part of the Offeror's Technical Proposal under the Offeror Technical Response to RFP Requirements and Proposed Work Plan, submit under TAB F the following information:

- A. The Offeror shall provide a Voluntary Product Accessibility Template (VPAT) or an Accessibility Conformance Report (ACR) for any pre-existing digital technology, software, or source code proposed to be provided under the Contract containing a comprehensive analysis of the Offeror's conformance to accessibility standards in Code of Maryland Regulations 14.33.02 (See RFP §4.33). The completed VPAT must adhere to the current published standards (currently - version 2.5 REV WCAG or 2.5 REV 508 or their latest rendition). Failure to supply a VPAT or ACR for an pre-existing coded solution may result in the Offeror's Proposal being deemed not reasonably susceptible for award.[1] [2]
- B. The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal.
- C. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- D. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the **Deliverables Summary Table** in

Section 2.6. The schedule shall also detail the proposed submission due date/frequency of each recommended Deliverable.

- E. The Offeror shall comply with the SLA as identified in **Section 2.11**, including service level metrics offered and a description of how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.
- F. Description of technical risk of migrating from the existing system.
- G. Product Requirements
 - 1. Offerors may propose open-source software; however, the Offeror must provide operational support for the proposed software. Operational support shall include maintenance and updating of code to address software dependencies, software updates and security vulnerabilities.
 - 2. Details for each offering: 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 updates are 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 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;
 - (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;
 - (14) Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches;
 - (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 services criteria and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State.;
- (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:
 - (a) procedures for and requirements for hiring staff (such as background checks),
 - (b) any non-disclosure agreement Contractor Personnel sign,
 - (c) whether the service is furnished out of the continental U.S.,
 - (d) Certifications such as FedRAMP,
 - (e) Third party security auditing, including FISMA,
 - (f) Published Security Incident reporting policy, and
 - (g) Cybersecurity insurance maintained, if any.

2.20.2 As part of the Offeror's Technical Proposal under the Experience and Qualifications of Proposed Staff, submit under TAB G the following information:

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly three (3) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the State. All other planned positions shall be described generally in the Staffing Plan and may not be used as evidence of fulfilling company or personnel minimum qualifications.

2.20.3 As part of the Offeror's Technical Proposal under the Required Forms and Certifications, in addition to the forms listed in Table A, submit under TAB P the following information:

- A. Offerors shall furnish any and all agreements and terms and conditions 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 Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.

- B. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- C. A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - (1) Third-party POC name and alternate for verification
 - (2) Third-party POC mailing address
 - (3) Third-party POC telephone number
 - (4) Third-party POC email address
 - (5) If available, a Re-Seller Identifier

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for them.

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 Contract.

In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing (see **Attachment B –The Price Form**), those items shall be billed in the month following the acceptance of the work by the State.
 - ~~1. For hardware, the equipment invoices will be paid 50% at the time of physical receipt and the remaining 50% at the time of acceptance of the full solution (est. Primary 2028).~~
 - ~~2. For applications, the invoices will be paid upon final acceptance of the full solution (est. Primary 2028).~~
 - 1. **For hardware, the equipment invoices will be paid 25% after physical delivery and inspection (FY26/FY27), 25% after UAT (FY26/FY27), 25% after the 2028 Primary (FY28), and the remaining 25% after the 2028 General (FY29). For applications, the invoices will be paid upon final acceptance of the full solution (est. Primary 2028).**
 - 2. **For licensing, maintenance and support: Annually, beginning after the statewide test (March 2027).**
 - 3. **For training-related work, the invoices shall be submitted on or before the 10th business day of the month following the end of the invoice period and paid under NET 30 terms.**
- B. For Items of work for which there is annual pricing (see **Attachment B– The Price Form**), those items shall be billed for each applicable Contract year annually in advance.
- C. Invoices for work performed on a labor hour or time basis shall be submitted on or before the 10th business day of the month following the end of the invoice period.
- D. Invoices for deliverables shall be submitted upon completion and acceptance of the deliverables as defined in **Section 2.6**.

3.3.2 Deliverable Invoicing

Deliverable invoices shall be accompanied by a Deliverable Product Acceptance Form (DPAF) signed notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.6**.

3.3.3 Labor Hour/IDIQ Invoicing

All labor hour/time invoices shall be accompanied by a timesheet signed by the Contract Monitor as described below and notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example at

http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf>>. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the Contract Monitor.

3.3.4 Timesheet Reporting

1. Within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all Contractor Personnel / employees / resources working under the Contract.
2. At a minimum, each semi-monthly timesheet shall show:
 1. Title: "Time Sheet for <<xxxxx>>";
 2. Issuing company name, address, and telephone number;
 3. For each Contractor employee /resource:
 1. Contractor employee / resource name, and
 2. For each period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th, and 16th through last day of the month.):
 3. Tasks completed that week and the associated deliverable names and ID#s;
 4. Number of hours worked each day;
 5. Total number of hours worked that Period;
 6. Period variance above or below 40 hours;
 7. Annual number of hours planned under the Task Order;
 8. Annual number of hours worked to date; and
 9. Balance of hours remaining;
3. Annual variance to date (Sum of periodic variances); and
4. Signature and date lines for the Contract Monitor.
5. Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor's signature on the invoice constitutes authorization to invoice.

3.3.5 Materials Reporting

Materials outside the proposed solution will not be reimbursed under this RFP.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in **Exhibit 2 – Sample Contract**.

3.4.2 Liquidated Damages other than MBE

Liquidated damages other than MBE are identified in **Exhibit 2 – Sample Contract**.

3.5 Problem Escalation Procedure

No later than ten (10) Business Days after notice of the recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year .

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Work Orders (Labor Hours)

- A. Additional resources will be provided via a Work Order process. **Work shall not begin in advance of a fully executed Work Order.** Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates on **Attachment B – The Price Form**.
- B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this RFP will be issued to the Contractor. The Work Order Request will include:
 - 1. Technical requirements and description of the service or resources needed;
 - 2. Performance objectives and/or deliverables, as applicable;
 - 3. Due date and time for submitting a response to the request; and
 - 4. Required place(s) where work must be performed.
- C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:
 - 1. A response that details the Contractor's understanding of the work;
 - 2. A price to complete the Work Order Request using the format provided (see online sample).

3. A description of the proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Appendix 3**.
 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 5. Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a Work Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.
- E. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. A written Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to the State's prior approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistently with an NTP issued by the Contract Monitor for such Work Order.

The Blanket Purchase Order (BPO) issued as a result of this solicitation, and any subsequent amendments, modifications or options issued relevant to this solicitation or BPO, complies with all the terms, conditions, and specifications issued with this solicitation and is incorporated in and made part of the Contract – see **Exhibit 2 - Sample Contract**.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.8 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State

Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 31** “Prompt Pay Requirements” (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA’s website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Federal Funding Acknowledgement

There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment H**).

The Contract contains federal funds. The source of these federal funds is: Help America Vote Act Election Security Grant The CFDA number is: 90.404. The conditions that apply to all federal funds awarded by the State are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally funded contract are contained as supplements to Federal Funds **Attachment H** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

3.10 Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.

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

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under OR individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

Certain confidential information is necessary to disclose to potential Offerors before Offerors can submit their proposals and may be available for potential Offerors to obtain electronically or to review hard copies at a location identified by the Procurement Officer. If such confidential information is identified, Offerors are required to sign a Non-Disclosure Agreement in the form of

Attachment 3 – Non-Disclosure Agreement (Bidder/Offeror) prior to the confidential information being provided by the Procurement Officer.

3.11.2 Non-Disclosure Agreement (Contractor)

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. 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 Proposal.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dlr.state.md.us/paidleave/>.

3.13 The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

Maryland’s State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.14 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.14.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Cyber Security / Data Breach Insurance –Ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.

3.14.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.

3.14.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing if policies are canceled or not renewed within five (5) days of learning of such

cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.14.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.14.5 The recommended awardee must provide the current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.14.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.15 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a Offeror must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Electronic Means

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Proposal Conference

If a Conference will be held, the date, time, and location is 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. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a offeror's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.

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

4.5 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

Proposals will not be opened publicly.

Potential Offerors not responding to this solicitation are requested to submit the “No Bid/Proposal Notice/Vendor Feedback” form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.7 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Table A, Tab B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.8 Oral Presentation

Offerors are required to make oral presentations to State representatives and will be considered part of the Technical Proposal. Any substantive oral clarifications or changes made during discussions must be confirmed in writing by the Offeror, and these written clarifications will become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.8.1 Oral Presentation Part I:

Offerors deemed susceptible will present their solution in person at one of the Primary Places of Performance listed on the Key Information Sheet. This presentation will last up to two (2) hours and include a 15-minute Q&A. All Key Personnel must attend.

4.8.2 Oral Presentation Part II: Technical Presentation:

Following the Oral Presentations Part I, each Offeror will receive a data set from SBE that includes all elements necessary to create a statewide pollbook database containing ~4 million voter records, ~100 Early Voting centers, ~1500 Election Day polling places, ~2000 precincts\precinct splits, and ~5400 ballot styles across 24 jurisdictions. Offerors will be invited back one week after receiving the data set to present their solutions using Maryland data.

Offerors are required to provide a comprehensive end-to-end demonstration. Using the provided Maryland data set, they should showcase each requirement from Appendix 5 marked as a "standard feature." The demonstration should cover the entire process, including:

- How the data is processed and prepared for use in the system
- The method of importing the data into the pollbook solution
- How the solution utilizes this data throughout the election process
- The generation of output data
- How this output data can be reintegrated into the State's Voter Registration system

This demonstration should illustrate the complete lifecycle of the data within the pollbook solution, from initial data preparation to final output and reintegration.

While Key Personnel are not required to attend this presentation, the Offeror's technical experts are expected to be present and onsite to answer detailed technical questions. These questions may cover system performance, architecture, data management, and other in-depth topics. The technical presentation and Q&A will take place over two (2) consecutive days at the Central Warehouse as noted in the Key Information Summary.

After the technical presentation, the offeror should expect to leave their equipment up to 60 days for further evaluation. During this period, technical support must be readily available via phone or virtual meetings.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the

date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.10 Revisions to the RFP

- 4.10.1** All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.10.2** Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.10.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.10.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.10.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- 4.11.1** This RFP may be canceled as provided in COMAR 21.06.02.02.
- 4.11.2** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.11.3** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4** In the event a government entity proposes and receives the recommendation for award, the procurement may be canceled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.11.5** If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.12 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.13 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.14 Offeror Responsibilities

- 4.14.1 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “Appendix 4 - MBE Participation Goal” and “Appendix 5 - VSBE Participation Goal”).
- 4.14.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.14.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The State reserves the right to accept or reject any exceptions.**

4.16 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.18 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

5 Proposal Submission Information and Instructions

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- A. Volume I – Technical Proposal
 - i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- B. Volume II – Financial Proposal
 - i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.2.3 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 - 1. Technical Proposal in searchable Adobe PDF format, and
 - 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 - 1. Financial Proposal entered into the Financial Proposal spreadsheet within eMMA and all supporting material in Excel format,
 - 2. Financial Proposal in searchable Adobe PDF format,
 - 3. a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . ."; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

5.3.2 Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Attachments A through E = Proposal will be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

Attachments F through R = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		Title Page and Table of Contents The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab B		<p>Claim of Confidentiality (If Applicable)</p> <p>Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - “Not applicable”.</p>
Tab C		<p>Bidder/Offeror Information Sheet</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Officer-Information-Sheet.pdf</p>
Tab D		<p>Executive Summary &</p> <p>Acknowledgement of all addenda to this RFP.</p> <p>The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.</p> <p>In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 “Offeror Responsibilities”).</p> <p>The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplementals, or</p>

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.
Tab E		<p>Minimum Qualifications</p> <p>The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.</p>
Tab F		<p>Offeror Technical Response to RFP Requirements and Proposed Work Plan</p>
		<p>The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement.</p>
		<p>The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms</p>

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.
		Other information as requested for Tab F in the Supplemental.
Tab G		<p>Experience and Qualifications of Proposed Staff</p> <p>The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4. Specifically, the Offeror shall:</p>
		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.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.5.5).

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		<p>Offeror Qualifications and Capabilities</p> <p>The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in Section 2.4.1. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:</p> <ul style="list-style-type: none"> • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror's process for resolving billing errors; and • An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I		<p>Reference Checks</p> <p>(Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past ten years.</p>

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab J		List of Current or Prior State Contracts
Tab K		<p>Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity.</p> <p>If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</p> <p>In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and • Evidence of adequate working capital.
Tab L		<p>Certificate of Insurance</p> <p>The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)</p>
Tab M	P	<p><u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u></p> <p>The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most</p>

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.
Tab N	N	<p>Legal Action Summary</p> <p>This summary shall include:</p> <ul style="list-style-type: none"> • A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; • A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; • A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and • In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
Tab O		<p>Economic Benefit Factors</p> <p>If Section 6.2.4 Economic Benefit to State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance.</p>
Tab P	A	<p>Bid/Proposal Affidavit</p> <p>A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit.</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</p>
	B	Financial Proposal - Excel Spreadsheet

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
	C	<p>Bid Bond</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-C.-Bid-Bond.pdf</p>
	D	<p>MBE Forms D-1A</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.</p>
	E	<p>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A</p> <p>N/A</p>
Tab Q	F	<p>Bidder/Offeror Information Sheet</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf</p>
	G	<p>Maryland Living Wage Requirements Affidavit of Agreement (for Services and Facilities Maintenance Contracts - See Appendix 6 for Details)</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf</p>
	H	<p>Federal Funds Attachments</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-H.-Federal-Funds-Attachment.pdf</p>

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
	I	<p>Conflict of Interest Affidavit and Disclosure</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf</p> <p><i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i></p>
	J	<p>Mercury Affidavit</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-J.-Mercury-Affidavit.pdf</p>
	K	<p>Location of the Performance of Services Disclosure</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf</p>
	L	<p>Reference Checks</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf</p>
	M	<p>List of current and prior state contracts</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf</p>
	N	<p>Legal Action Summary</p>

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf
	O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	P	List of all subcontractors Excel Attachment
	Q	Labor Resume Form See Attachments
	R	Corporate Diversity Addendum https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <u>\$1,000,000 or more</u> . <i>Note: This document is for data collection only.</i>
	S	Non-Disclosure Agreement (Contractor) Due After Award
	T	HIPAA Business Associate Agreement N/A
	U	Contract Affidavit

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
	V	DHS Hiring Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-V.-DHS-Hiring-Agreement.pdf
	W	Intentionally Blank: See Appendix 7
	X	Payment Bond N/A
	Y	Data Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement-1.pdf

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5.4 Volume II – Financial Proposal

TABLE A (Continued) - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal submitted separately from Technical Proposal	B	<p>Financial Proposal (as specified within eMMA) <u>Do not alter this</u> Financial Proposal or leave blank any items on the Financial Proposal or include additional clarifying or contingent language on or attached to the Financial Proposal. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State.</p> <p>The Financial Proposal must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal.</p> <p>(See Attachment B for specific Price Form Instructions.)</p>

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of 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 Proposals, participate in Offeror oral presentations and discussions (See **Section 4.8**), and provide input to the 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 Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to Requirements and Work Plan

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

6.2.2 Experience and Qualifications of Proposed Staff

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors

6.2.4 Economic Benefit to State of Maryland (See **Appendix 8. Economic Benefit Factors**) Note: Offerors should not include any pricing in their Technical Proposal response.

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the highest (most advantageous) to the lowest (least advantageous) revenue to the State based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B - The Price Form**.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;

- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held (see **Section 4.8**). The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the 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. **Offerors**

may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel).

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	<p>MBE Forms D-1B, D-1C, D-2, D-3A, D-3B</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</p> <p>Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.</p>
E	<p>VSBE Forms E-1B, E-2, E-3</p> <p>N/A</p>
S	<p>Non-Disclosure Agreement (Contractor)</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf</p>
T	<p>HIPAA Business Associate Agreement</p> <p>N/A</p>
U	<p>Contract Affidavit</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf</p>

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
V	DHS Hiring Agreement N/A
W	Performance Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-W.-Performance-Bond.pdf
X	Payment Bond N/A
Y	Date Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf

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7 RFP Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

7.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions - See Appendices
2	Financial Proposal Instructions - See Excel Attachment
3	Labor Categories - See Section 2.4.5
4	MBE Participation Goal - See Appendices
5	Functional and Non Functional Requirements - See Excel Attachment
6	Living Wage Requirements (Refer to Table A Attachment G)
7	Bonds - See Appendices
8	Economic Benefit Factors - https://bpw.maryland.gov/pages/adv-1996-4.aspx

Appendix 1. Abbreviations and Definitions

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

- A. Bid/Proposal – The Bidder’s Bid or, as appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- B. Bid Package - The Bidder’s Bid or the Offeror’s Proposal and all required Attachments as identified in RFP **Table A (Attachments and Documents Required with the Bid/Attachments and Documents Required with Proposal)**. Any attachments not required will be labeled “Not Applicable” or “N/A” in Table A.
- C. Bid/Proposal Price Form or Price Form - The **Attachment B The Price Form** that contains the prices bid by the Bidder or proposed by the Offeror.
- D. Bidder/Offeror – An entity that submits a Bid or Proposal in response to this RFP.
- E. 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).
- F. COMAR – Code of Maryland Regulations available on-line at <https://dsd.maryland.gov/Pages/COMARSearch.aspx>
- G. Contract – The Contract, in the form of **Exhibit 2** hereto, to be awarded to the successful Bidder pursuant to this IFB/RFP.
- H. Contract Monitor – The State representative, or their documented designee, for this Contract who is primarily responsible for Contract administration functions, including, but not limited to, issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Contract Monitor may be changed at any time by written notice to the Contractor.
- I. Contractor – The selected Bidder/Offeror awarded a Contract by the State.
- J. Contractor Personnel – Employees, agents and subcontractor’s employees and agents performing work for or at the direction of the Contractor under the terms of the Contract.
- K. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- L. eMMA – eMaryland Marketplace Advantage; the State’s eProcurement system.
- M. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- N. 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.

- O. 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.
- P. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- Q. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- R. Personal Information (PI) or Personally Identifiable Information (PII) – As defined by statute under the State Government Article, Annotated Code of Maryland, Section 10-1301(c):
 - 1) “Personal information” means an individual's first name or first initial and last name, personal mark, or unique biometric or genetic print or image, in combination with one or more of the following data elements:
 - i) a Social Security number;
 - ii) a driver's license number, state identification card number, or other individual identification number issued by a unit;
 - iii) a passport number or other identification number issued by the United States government;
 - iv) an Individual Taxpayer Identification Number; or
 - v) a financial or other account number, a credit card number, or a debit card number that, in combination with any required security code, access code, or password, would permit access to an individual's account.
 - 2) “Personal information” does not include a voter registration number.
- S. Procurement Officer – As defined in COMAR21.01.02.01B.(67) and prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After a Contract award, the Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Procurement Officer may be changed at any time by written notice to the Contractor.
- T. 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.
- U. Request for Proposals (RFP) – This Request for Proposals issued by the SBE, with the Solicitation Number and date of issuance indicated in the **Key Information Summary Sheet**, including any amendments and attachments thereto.

- V. 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.
- W. Security or Security Measures – The technology, policy, and procedures that a) protects and b) controls access to networks, systems, and data.
- X. 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(e) 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; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- Y. State – The State of Maryland, including the agency that is issuing this solicitation and executing the awarded contract.
- Z. Task Order – A subset of work requested through secondary competition and authorized by the Contract Monitor performed under the general scope of this IFB/RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Task Order.
- AA. Total Bid/Proposal Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation or the Offeror’s financial proposal price or evaluated financial proposal price, included in **Attachment B – The Price Form**.
- BB. 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.
- CC. Work Order – A subset of work authorized by the Contract Monitor performed under the general scope of this IFB/RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

Appendix 4. MBE Participation Goal

4.1. Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this IFB/RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Bidder/Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

A Bidder/Offeror that does not commit to meeting the entire MBE participation goal outlined in the IFB/RFP must select and request for waiver in the form D-1A Part 2 with its bid/proposal submission. Failure of a Bidder/Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Bid/Proposal to the IFB/RFP may result in the State's rejection of the Bidder's Bid/Offeror's Proposal.

FAILURE TO SUBMIT THE FORM D-1A IS NOT CURABLE. THE ENTIRE BID/PROPOSAL MAY BE REJECTED IF D-1A IS NOT CORRECTLY FILLED OUT.

4.2. Attachments

- a) D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:
 - 1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid/Proposal)
 - 2. Attachment D-1B Waiver Guidance
 - 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 - 4. Attachment D-2 Outreach Efforts Compliance Statement
 - 5. Attachment D-3A MBE Subcontractor Project Participation Certification
 - 6. Attachment D-3B MBE Prime Project Participation Certification
 - 7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
 - 8. Attachment D-4B MBE Prime Contractor Report
 - 9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

The Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

1. The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
2. The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
3. The Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If the Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid/Proposal is not responsive, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

Bidders/Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offerors must provide the following documentation to the Procurement Officer:

- a) Outreach Efforts Compliance Statement (Attachment D-2);
 - b) MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and
 - c) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- d) A recommended awardee that requested a waiver of the goal or any of the applicable subgoals (in whole or in part) will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation, within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Exhibit 2 – Sample Contract).

As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. (e.g., if the contract has a 5% MBE goal, the prime contractor can self-perform up to 2.5% of the goal)

In order to receive credit for self-performance, an MBE prime must list itself in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (Attachment D-1A)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (Attachment D) for additional information.

4.3. Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see Key Information Summary Sheet), the Contractor shall:

- a) Submit the following reports by the 10th of each month to the Contract Monitor and the MBE Liaison Officer:
- 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) by the 10th of each month to the Contract Monitor and the MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- e) Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Appendix 7. Bonds

Below is a list of the types of Bonds that may be required for this solicitation and resulting contract. If required, it will be noted in the solicitation when to submit the requested Bond to the Procurement Officer.

7.1. Bid Bond

Each Bidder/Offeror must submit with its Bid/Proposal a Bid/Proposal Bond or other suitable security, as summarized in Section 7.4 below, in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the goods and services at the offered price for 180 days after the due date for receipt of Bids/Proposals.

The bond shall be in the form provided in Attachment C – Bid Bond.

The Bidder/Offeror may request a release of the bond after the date of the award in return for a release signed by the Contractor and accepted by the State.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

7.2. Performance Bond

- a) The successful Bidder/ Offeror shall deliver a Performance Bond, or other suitable security, to the State after notification of recommended award.

The successful Bidder/Offeror must submit a Performance Bond, or other suitable security in the amount of **\$5,000,000.00**, guaranteeing that the Contractor shall well and truly perform the Contract.

The Performance Bond shall be in the form provided in Attachment W – Performance Bond and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in Section 7.4 below.

The Performance Bond shall be maintained throughout the term of the Contract, and renewal option period(s), if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State.

The Performance Bond may be renewable annually. The Contractor shall provide to the State, thirty (30) days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year and subsequently provide confirmation to the State that the bond has been renewed. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the State's sole discretion. The State shall have the right to increase the amount of any reduced Performance Bond to any amount, up to the original amount, at any time and at its sole discretion.

7.3. Payment Bond

Any performance or payment bonds shall be in the form specified in COMAR 21.07.02 in accordance with COMAR 21.06.07.10(C). The Payment Bond shall be in the form provided in Attachment X – Payment Bond.

7.4. Acceptable security

Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07.01:

Acceptable security for bid/proposal, performance, and payment bonds is limited to:

- 1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- 2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- 3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

7.5. Surety Bond Assistance Program

Assistance in obtaining bid/proposal, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid/proposal, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within ninety (90) days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its

principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

7.2 Exhibits (Table D)

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	MBE Research Factors Template See Exhibits
2	Sample Contract https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Exhibit-2.-Sample-Contract.pdf
3	Deliverable Product Acceptance Form (DPAF) For IT contracts, see sample form online at http://doit.maryland.gov/contracts/Documents/procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf
4	Status Report Template See Exhibits

Exhibit 1. MBE Research Factors Template

Solicitation Title: Statewide Pollbook Modernization

Solicitation No. D38B5600002

This exhibit serves as a summary of the factors the State used, in conjunction with guidance from the Governor's Office of Small, Minority, and Women's Business Affairs, to determine:

1. The expected degree of Minority Business Enterprise (MBE) participation for the procurement contract, including subcontracting opportunities identified for the project, any applicable North American Industry Classification System (NAICS) codes linked to the subcontracting opportunities, and the number of certified MBEs in those industries.
2. **Disclaimer: This summary's research results are not all inclusive and do not exclude any other subcontracting opportunities that the Bidder/Offeror may identify in preparing a Bid/Proposal to submit in response to the solicitation.**

MBE Research for Project No. D38B5600002

Results of Search by NAICS Codes

NAICS Code	Description	# MBEs in MDOT Directory
541990	Other Professional, Scientific and Technical Services	228
541542	Other Computer Related Services	926
541519	IT Project Management	718

Results of Keyword Search

Keyword	# MBEs in MDOT Directory
Computer Hardware	69
IT Project Management	25
Information technology services	3
Hardware	176

Exhibit 4. Sample Status Report

Solicitation Title: Statewide Pollbook Modernization

Solicitation No. D38B5600002

STATEWIDE POLLBOOK MODERNIZATION

RFP NUMBER D38B5600002

Weekly Status Report

Period of xx/xx/xxxx

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1 Scope

The Weekly Status Report describes activities for the period XX-XX.

2 Executive Summary

The overall project parameters: Green, Yellow, Red

Table 1 – Project Metrics

Status Category	Current	Previous
Scope	Green	Green
Schedule	Green	Green
Budget	Green	Green
Cost	Green	Green

- a. Item 1
- b. Item 2....

3 Significant Decisions

The table below lists the significant decisions made during this reporting period.

Table 2 – Significant Decisions

ITEM #	SIGNIFICANT DECISION	DECISION DATE/MEETING	DECISION MAKER
1	None		

4 Issues

List any open issues.

Table 3 – Active Issue

ITEM #	DATE OPEN	ISSUE DESCRIPTION	STATUS
1			
3			
5			
6			

Open Action Items

Insert any open action items or open decisions here.

5 Schedule Management

5.1 Significant Activities Completed

Table 4 – Significant Activities Completed

ITEM #	SIGNIFICANT ACTIVITIES COMPLETED	PLANNED DATE(S)	ACTUAL DATE(S)
1	None		

5.2 Significant Activities Planned but Not Completed

Table 5 – Significant Activities Planned but Not Completed

ITEM #	KEY ACTIVITIES PLANNED BUT NOT COMPLETED	PLANNED DATE	ADJUSTED DATE
	None		

5.3 Deliverable Status

Table 6 – Deliverable Status

Deliverables	Planned Date	Actual Date

6 Training

Insert planned training activities

7 Budget Management

List invoices related to the contract that did not require a purchase order.

Table 7 –Invoice Status

Period	Process Date	Invoice Date	Invoice #	Amount Invoiced	Amount Paid
Totals					

The table below provides the status for purchase order details. It will identify only modifications that have associated purchase order costs and is intended to show both yet-to-be invoiced and invoiced amounts.

Table 8 – Contract/Purchase Order Invoices

<i>Description/</i>	<i>Contract, Purchase Order #</i>	<i>Contract, Purchase Order Amount</i>	<i>Invoice Date</i>	<i>Invoice Number</i>	<i>Paid Amount</i>

8 Change Management

8.1 Contract Modifications

Table 9 – Contract Modifications

<i>CONTRACT</i>	<i>DESCRIPTION SUMMARY</i>	<i>STATUS</i>

8.2 Change Requests

The Change Requests will include schedule, scope, and hours information.

Table 10 – Change Request Details for this Reporting Period

ID #	CHANGE REQUEST TITLE	DESCRIPTION SUMMARY	STATUS

9 Software Security Enhancements – Quarterly Updates

Table 11– Security Quarterly Updates

<i>Date</i>	<i>Update</i>

10 Core Team PTO Schedule

Table 12 – Core Team PTO Schedule

<i>Request Date</i>	<i>Name</i>	<i>PTO Date(s)</i>	<i>SBE Approval Status</i>

Exhibit 5. LBE/SBE Addresses

Solicitation Title: Statewide Pollbook Modernization

Solicitation No. D38B5600002

<u>Jurisdiction</u>	<u>Address</u>	<u>#</u>	<u>Jurisdiction</u>	<u>Address</u>	<u>#</u>
<u>Allegany</u>	<u>Allegany County Office Complex</u> <u>701 Kelly Road, Suite 231</u> <u>Cumberland MD 21502-2887</u>	<u>113</u>	<u>Howard</u>	<u>9770 Patuxent Woods Drive, Suite 200</u> <u>Columbia MD 21046</u>	<u>450</u>
<u>Anne Arundel</u>	<u>Anne Arundel County Board of Elections</u> <u>6740 Baymeadow Drive</u> <u>Glen Burnie, MD 21060</u>	<u>779</u>	<u>Kent</u>	<u>135 Dixon Drive</u> <u>Chestertown MD 21620-1141</u>	<u>50</u>
<u>Baltimore City</u>	<u>Charles L. Benton Building</u> <u>417 E. Fayette Street, Room 129</u> <u>Baltimore MD 21202-3432</u>	<u>830</u>	<u>Montgomery</u>	<u>18753-210 N. Frederick Avenue</u> <u>Gaithersburg MD 20879-3121</u>	<u>1275</u>
<u>Baltimore County</u>	<u>Baltimore County Board of Elections</u> <u>5 Crossing Way</u> <u>Owings Mills, MD 21117</u>	<u>1015</u>	<u>Prince George's</u>	<u>1100 Mercantile Lane, Suite 115A</u> <u>Largo, MD 20774</u>	<u>1258</u>
<u>Calvert</u>	<u>30 Duke Street - Lower Level</u> <u>Prince Frederick, MD 20678</u>	<u>126</u>	<u>Queen Anne's</u>	<u>110 Vincit Street</u> <u>Suite 102</u> <u>Centreville, MD 21617</u>	<u>100</u>
<u>Caroline</u>	<u>Health and Public Services Building</u>	<u>40</u>	<u>St. Mary's</u>	<u>23250 Hollywood Road</u> <u>Leonardtwn, MD 20650</u>	<u>200</u>

<u>Jurisdiction</u>	<u>Address</u>	<u>#</u>	<u>Jurisdiction</u>	<u>Address</u>	<u>#</u>
	<u>403 S. Seventh Street, Suite 247</u> <u>Denton MD 21629-1378</u>				
<u>Carroll</u>	<u>Robert Moton Center</u> <u>300 South Center Street,</u> <u>Room 212</u> <u>Westminster MD 21157-5248</u>	<u>235</u>	<u>Somerset</u>	<u>County Office Building</u> <u>11916 Somerset Avenue</u> <u>Princess Anne, MD</u> <u>21853</u>	<u>56</u>
<u>Cecil</u>	<u>Cecil County Administration Building</u> <u>200 Chesapeake Blvd., Suite 1900</u> <u>Elkton, MD 21921-6395</u>	<u>133</u>	<u>Talbot</u>	<u>215 Bay Street Suite 7</u> <u>Easton MD, 21601</u>	<u>66</u>
<u>Charles</u>	<u>Charles County Board of Elections</u> <u>201 East Charles Street</u> <u>La Plata, MD 20646</u>	<u>220</u>	<u>Washington</u>	<u>17718 Virginia Avenue</u> <u>Hagerstown MD 21740</u>	<u>220</u>
<u>Dorchester</u>	<u>1000 Goodwill Avenue</u> <u>Cambridge, MD 21613</u>	<u>100</u>	<u>Wicomico</u>	<u>345 Snow Hill Road</u> <u>Salisbury, MD 21804</u>	<u>150</u>
<u>Frederick</u>	<u>8490 Progress Drive, Suite 300</u> <u>Frederick, MD 21701</u>	<u>483</u>	<u>Worcester</u>	<u>201 Belt Street, Suite C</u> <u>Snow Hill MD 21863-1310</u>	<u>117</u>
<u>Garrett</u>	<u>Public Service Center</u> <u>2008 Maryland Highway,</u> <u>Suite 1</u> <u>Mountain Lake Park MD</u> <u>21550</u>	<u>63</u>	<u>SBE</u>	<u>151 West Street,</u> <u>Suite 200</u> <u>Annapolis, MD 21401</u>	<u>0</u>
<u>Harford</u>	<u>133 Industry Lane</u> <u>Forest Hill MD 21050</u>	<u>300</u>	<u>SBE</u>	<u>Central Warehouse</u>	<u>621</u>

<u>Jurisdiction</u>	<u>Address</u>	<u>#</u>	<u>Jurisdiction</u>	<u>Address</u>	<u>#</u>
				<u>7364 Baltimore</u> <u>Annapolis Blvd. Suite</u> <u>A</u> <u>Glen Burnie, MD</u> <u>21061</u>	