



**STATE OF MARYLAND  
STATE BOARD OF ELECTIONS (SBE)  
REQUEST FOR PROPOSALS (RFP)  
BALLOT PACKET PRINTING AND MAILING  
RFP NUMBER D38B1600011**

**ISSUE DATE: JUNE 8, 2021**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 4.2.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND  
TO THIS SOLICITATION.**

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Ballot Packet Printing and Mailing**  
**Solicitation No: D38B1600011**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - Other commitments preclude our participation at this time
  - The subject of the solicitation is not something we ordinarily provide
  - We are inexperienced in the work/commodities required
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - The scope of work is beyond our present capacity
  - Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - We cannot be competitive. (Explain in REMARKS section)
  - Time allotted for completion of the Proposal is insufficient
  - Start-up time is insufficient
  - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - MBE or VSBE requirements (Explain in REMARKS section)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - Payment schedule too slow
  - Other: \_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

\_\_\_\_\_  
Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

<b>Request for Proposals</b>	Services
<b>Solicitation Number:</b>	D38B1600011
<b>RFP Issue Date:</b>	June 8, 2021
<b>RFP Issuing Office:</b>	State Board of Elections (SBE)
<b>Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Whitney LeRoux 151 West St. Suite 200 Annapolis, MD 21401 Whitney.LeRoux@Maryland.Gov 410-269-2863
<b>Proposals are to be sent to:</b>	Whitney.LeRoux@Maryland.Gov
<b>Pre-Proposal Conference:</b>	June 15, 2021 1:00 pm Local Time See <b>Attachment A</b> for RSVP instructions. The Pre-Proposal Conference will be conducted virtually.
<b>Questions Due Date and Time</b>	July 2, 2021 2:00 pm Local Time
<b>Proposal Due (Closing) Dates and Times:</b>	Deadline to submit ballots for certification: June 29, 2021 2:00 pm Local Time  Deadline to submit sample ballot packets for approval: July 9, 2021 2:00 pm Local Time  Deadline to submit a technical and financial proposal: July 9, 2021 2:00 pm Local Time  Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page 2</b> ).
<b>MBE Subcontracting Goal:</b>	0%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Contract Type:</b>	Indefinite quantity with fixed unit prices.
<b>Contract Duration:</b>	NTP through December 31, 2023 base period with two 2-year option periods.

<b>Primary Place of Performance:</b>	As proposed by Offeror
<b>SBR Designation:</b>	No.
<b>Federal Funding:</b>	No.

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## **1 Minimum Qualifications**

### **1.1 Offeror Minimum Qualifications**

To be considered for award, the Offeror must meet the following minimum qualifications.

- 1.1.1 The Offeror must be an SBE-certified as a ballot printer in the State of Maryland in 2020 OR SBE-certified as a ballot printer in the State of Maryland in 2021 prior to the deadline to submit proposals for this RFP.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal the certification confirmation email from the Procurement Officer.

- 1.1.2 The Offeror submitted in response to this RFP the ballot packet samples described in RFP **Section 2.6** below and SBE approved the Offeror's ballot packet samples.
- 1.1.3 Three years of experience with automated ballot printing, folding, inserting and mailing of ballot packets; OR
- 1.1.4 Five years of experience with performing similar high volume, complex match mailing projects.

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## **2 Contractor Requirements: Scope of Work**

### **2.1 Summary Statement**

- 2.1.1 The State Board of Elections (SBE) is issuing this Request for Proposals (RFP) to select a Contractor(s) for printing, inserting, and mailing ballot packets for all primary and general elections in 2022, 2024, and 2026 and any special elections held during this Contract term.
- 2.1.2 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.
- 2.1.3 SBE intends to make a single award as a result of this RFP. See RFP **Section** Error! Reference source not found. Error! Reference source not found. for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s) must provide all goods and services and meet all of the requirements requested in this solicitation. The successful Offeror (and later the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
  - 2.1.4.1 The Offeror (and later the Contractor) is responsible for complying with all performance measurements and standards included in this RFP, and the technical and financial proposals submitted, and is responsible for ensuring compliance by all subcontractors.

### **2.2 Background, Purpose and Goals**

- 2.2.1 Prior to 2020, SBE had a contract to print, insert and mail ballots and other supporting documents to voters who requested a ballot by mail. This contract was also utilized for the 2020 Primary Election, the State's first statewide vote-by-mail election.
- 2.2.2 In June and July 2020, SBE conducted a Request for Information (RFI) and emergency RFP to secure a contractor able to provide ballot packets for the expected significant increase in the number of ballot packets needed for the 2020 General Election.
- 2.2.3 The 2020 General Election was an in-person election with voters who wished to receive a ballot by mail submitting a request. For the 2020 General Election, over 1.6 million ballots were mailed to voters who requested a ballot.
- 2.2.4 Prior to 2020, Maryland's percentage of voters who typically vote by mail ranged from 6-8% of all voters who voted in an election. The significant increase in voting by mail in the 2020 elections is the result of the COVID-19 pandemic.
- 2.2.5 There are 24 jurisdictions in Maryland to be covered by this Contract (all 23 counties and Baltimore City).
- 2.2.6 As of December 31, 2020, there were 4,181,817 registered voters in Maryland.
- 2.2.7 Election materials for voters in Montgomery and Prince George's Counties are provided in English and Spanish. Election materials for voters in all other jurisdictions are provided in English only.

## **2.3 Printing, Producing, Inserting and Mailing**

### **2.3.1. Printing – Ballots**

- 2.3.1.1. Ballots must be printed in accordance with the specifications in Appendix 4.
- 2.3.1.2. The size and specifications of ballots vary based on ballot content. Ballot sizes may be 11-inch, 14-inch, and 17-inch. The size of the ballot can vary by jurisdiction.
- 2.3.1.3. Ballots are always double sided and may be multiple pages.
- 2.3.1.4. SBE may request additional ballots be printed and shipped to specific locations.

### **2.3.2. Printing – Test Decks**

- 2.3.2.1. Test decks are pre-marked ballots used before each election to verify the accuracy of the voting system. Once scanned, the expected results from the test deck are compared against the results from the voting system.
- 2.3.2.2. The Offeror shall provide at least two (2) test decks per jurisdiction before ballot printing can start.
- 2.3.2.3. The ballots in one (1) test deck shall be folded as they will be when mailed to voters. The ballots in the other test deck shall not be folded.
- 2.3.2.4. The number of ballots in a test desk depends on the number of ballot styles, contests, and candidates on the ballot.

### **2.3.3. Producing – Envelopes**

- 2.3.3.1. Each ballot packet includes two (2) envelopes – an outgoing envelope and a return envelope.
  - a. There are two (2) types of outgoing envelopes – one (1) for military and overseas voters and one (1) for domestic, civilian voters.
  - b. There are two (2) types of return envelopes – one (1) for military and overseas voters and one (1) for domestic, civilian voters.
- 2.3.3.2. The outgoing envelope is used to send the ballot and other inserts to the requesting voter.
- 2.3.3.3. The return envelope is used by the voter to return the voted ballot and any required inserts.
  - a. An oath is printed on the back of the return envelope. There is an oath for military and overseas voters and a different oath for domestic, civilian voters.
  - b. The return envelopes have a perforated flap with an adhesive closure to cover the voter's signature on the oath.

### **2.3.4. Printing – Inserts other than Ballots**

- 2.3.4.1. Each ballot packet includes various inserts.

2.3.4.2. Some inserts are provided to all voters, while other inserts are provided only to certain voters.

2.3.4.3. The inserts for all voters are:

- a. Instructions (English only or English/Spanish version);
- b. Certificate of Assistance (English only and English/Spanish version); and
- c. "I Voted" stickers (English only or English/Spanish) as provided in Attachment D and graphic files.

2.3.4.4. The inserts for some voters are:

- a. Spanish version of the oath (Montgomery and Prince George's Counties only); and
- b. Notice to provide a driver's license or Social Security Number (English only or English/Spanish).

2.3.4.5. There may be other documents specified by SBE that are included in some but not all ballot packets. For example, there may be voters who need to get an additional insert because of a court decision or the death of a candidate on the ballot.

### **2.3.5. Printing – Envelopes**

2.3.5.1. Each outgoing envelope must display or include the:

- a. Voter's full name (including first, middle, and last names and any name suffix) and unique identification number;
- b. Voter's mailing address and the associated delivery point barcode;
- c. Return address for the local board of elections;
- d. Text to be provided by SBE for printing on the flap and the back of the envelope;
- e. "Return Service Requested";
- f. Official election mail logo and other text required by the United States Postal Service (USPS); and
- g. Wide stripe (in a color to be determined) on the left side of the front of the envelope and a narrower stripe (in the same color) on the right side of the back of the envelope.

2.3.5.2. Each return envelope must display or include:

- a. The local board of elections' address as both the mailing and return addresses and the associated delivery point barcode;
- b. Prepaid postage business reply mailing (BRM) account number for the associated local board of elections;

- c. The appropriate oath for military and overseas voters or domestic, civilian voters;
- d. Highlighted or circled signature line to highlight where the voter signs the oath;
- e. Voter's name, the name of the local board of elections, bar code that includes the voter's ballot tracking number, ballot tracking number, voter identification number, mailed ballot type, precinct code and ballot style;
- f. A perforated flap that maintains the privacy of the voter's oath signature and voter information; and
- g. Wide stripe (in a color to be determined) on the left side of the front of the envelope and a narrower stripe (in the same color) on the right side of the back of the envelope.

**2.3.6. Folding** – Ballots must be folded according to SBE specifications in Appendix 4.

**2.3.7. Inserting** – The Offeror shall insert into the outgoing envelope the following:

- 2.3.7.1. The appropriate ballot style;
- 2.3.7.2. The appropriate return envelope (domestic, civilian voters or military and overseas voters);
- 2.3.7.3. Instructions (either English only or English/Spanish);
- 2.3.7.4. Certificate of Assistance (either English only or English/Spanish);
- 2.3.7.5. "I Voted" sticker (either English only or English/Spanish);
- 2.3.7.6. Other inserts as appropriate for the voter:
  - a. Notice to provide driver's license or Social Security Number (either English only or English/Spanish); and
  - b. Spanish version of the applicable oath (Montgomery and Prince George's Counties only); and
- 2.3.7.7. Other inserts or information as specified by SBE.

**2.3.8. Production and Mailing Schedule**

- 2.3.8.1. Envelope and insert artwork will be provided on a mutually agreed upon date.
- 2.3.8.2. Envelope artwork must be approved by an USPS mail design analyst.
- 2.3.8.3. Ballot artwork will be available approximately 60 days before an election.
- 2.3.8.4. SBE shall approve ballot, envelope, and insert proofs before production and printing can begin.

- 2.3.8.5. The first mailing of ballot packets for military and overseas voters shall occur at least 45 days before each election. This deadline is established by federal law<sup>1</sup>.
- a. SBE will provide the first export of voter data for these voters about 60 days before each election<sup>2</sup>.
  - b. SBE will provide an incremental export of voter data 47 days before each election.
  - c. The first mailing shall include all voters in the first and incremental exports.
- 2.3.8.6. The first mailing of ballot packets for domestic, civilian voters shall occur approximately 40 days before each election.
- a. SBE will provide the first export of voter data for these voters 60 days before each election<sup>3</sup>.
  - b. SBE will provide an incremental export of voter data 45 days before each election.
  - c. If the first mailing of ballot packets did not include all voters in the first and incremental exports:
    - i. The Contractor shall maximize the number of ballot packets sent each day; and
    - ii. The final mailing from these two (2) exports shall occur no more than 33 days before each election.
- 2.3.8.7. After the initial mailings, SBE shall provide incremental data exports at least three (3) times a week.
- a. The frequency of incremental data exports may increase based on the Offeror's proposed mailing plan.
  - b. Ballot packets for voters in these incremental exports shall be mailed or shipped no later than 48 hours after receiving the export.
- 2.3.8.8. SBE shall provide the final incremental file on or about 10 days before the election.<sup>4</sup>
- 2.3.8.9. Any ballot packets that do not include the required content, include a readable mailing address, or meet the Offeror's quality assurance standards shall be reproduced and mailed or shipped:

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<sup>1</sup> The federal Military and Overseas Voter Empowerment Act amended the [federal Uniformed and Overseas Citizens Absentee Voting Act](#) (UOCAVA) and requires jurisdictions to transmit to requesting military and overseas voters ballots by the 45<sup>th</sup> day before an election.

<sup>2</sup> Voters typically begin requesting ballots several months before an election. This means that the first two (2) exports will likely be the largest two (2) files. The first two (2) exports of requesting military and overseas voters for the 2020 General Election had about 6,500 records.

<sup>3</sup> The first two (2) exports of requesting domestic, civilian voters for the 2020 General Election had almost 800,000 records.

<sup>4</sup> The current deadline to request a ballot by mail is seven (7) days before an election. *See* Election Law Article, §9-305(c), *Annotated Code of Maryland*. Local election officials start mailing ballot packets about 10 days before an election.

- a. By the 45<sup>th</sup> day before an election if the ballot packet is for a voter in the first two (2) exports for military and overseas voters;
- b. By the 33<sup>rd</sup> day before an election if the ballot packet is for a voter in the first two (2) exports for domestic, civilian voters; or
- c. In the next mailing for all subsequent exports.

2.3.8.10. SBE may require the Offeror to:

- a. Mail ballot packets to voters whose information is deemed confidential<sup>5</sup> and follow specific procedures for these voters; and
- b. Ship to SBE ballot packets from the first or subsequent production runs.

2.3.8.11. SBE will develop a calendar with export and mailing dates for each election. The dates will be based on the timeline described in this RFP.

- a. The calendar may be changed if both parties agree to the change.
- b. The Contractor shall produce and mail ballot packets according to the agreed upon calendar.
- c. SBE will use the calendar to determine satisfactory performance.

## **2.4 Plans and Reporting Requirements**

### **2.4.1. Mailing Plan**

2.4.1.1 The Offeror shall mail ballot packets pursuant to the SBE-approved mailing plan.

2.4.1.2 The Offeror shall submit with its proposal a plan for mailing ballot packets.

2.4.1.3 When developing a mailing plan, the Offeror should consider the following:

- a. All ballot packets shall be mailed via USPS' First-Class Mail service.
  - i. Expedited mail services are generally not used.
  - ii. SBE's preference is for ballot packets to enter the USPS mailstream at USPS facilities in the USPS-defined Baltimore or Capital regions.
- b. Ballots for military and overseas voters are mailed at no cost to election officials.
- c. Ballot packets are mailed via non-forwardable mail.
- d. The National Change of Address Program shall not be used when mailing ballot packets.

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<sup>5</sup> Regulation 33.04.02 of the Code of Maryland Regulations identifies voters who are eligible for certain information to be deemed "confidential," how voters make a request for their information be deemed confidential, and how the confidential information

- e. The USPS' Intelligent Mail Barcode shall be used on outgoing and return envelopes.
- f. Ballot packets should weigh less than four (4) ounces, although ballot packets for jurisdictions with aw page ballots or voters with additional inserts may weigh more; and
- g. All election-related mail must meet the USPS' specifications for election mail<sup>6</sup>. The Contractor shall obtain written confirmation from a USPS mail design analyst that envelopes meet the required specifications and provide to SBE upon request.

2.4.1.4 The mailing plan shall identify:

- a. The type of mailing. SBE anticipates sending ballots to domestic, civilian voters at the current First-Class Mail, election mail rate, but the plan should discuss the benefits of other mailing types or services (*e.g.*, discounted pre-sort, ZIP Code quantity) that offer value and efficiency for mailing ballots to domestic, civilian voters;
- b. The recommended USPS permit for the mailing;
- c. The approximate cost per domestic piece for the recommended type of mailing and whether the cost includes any discounts (*e.g.*, pre-sorting, bulk rate);
- d. A proposed solution, including any additional cost for solution, for tracking in the USPS mainstream outgoing ballot packages;
- e. The sizes of the proposed envelope for outgoing and return envelopes;
- f. The name and location of all facilities where work will be performed. If multiple facilities will be used, include what work will be performed at each facility;
- g. The postal facility where the ballot packets will be delivered, evidence of coordination and cooperation with that facility, and name and contact information for a primary and secondary contact at the postal facility; and
- h. Any solution that allows a voter to track their voted ballot through the USPS and a description of how to implement this solution.

**2.4.2. Security Plan**

2.4.2.1. The Offeror shall:

- a. Develop and provide with its proposal a security plan;
- b. Follow the security plan during the duration of the contract; and
- c. Notify SBE immediately of any proposed changes to the security plan and obtain SBE approval of proposal changes before implementing the proposed changes; and

2.4.2.2. The security plan shall include:

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<sup>6</sup> Visit <http://about.usps.com/what-we-are-doing/gov-services/> for the USPS' election mail specifications.

- a. The physical security of the facility or facilities where work will be performed;
- b. The type of security background checks for employees (*e.g.*, State checks, federal checks, criminal checks, credit checks);
- c. The secure method(s) to submit data files;
- d. A description of the information security controls in place for networks and devices with access to SBE data;
- e. The security and accounting of ballots during each phase of the project;
- f. The location of one (1) or more back-up facilities with capacity similar to the primary facility or facilities where the work will be performed if the primary facility or facilities are not available for use and a description of the capacity of the back-up facility or facilities;
- g. A list of information security standards (*e.g.*, NIST 171) with which the Offeror is in compliance; and
- h. Other information as requested by SBE.

#### **2.4.3. Quality Assurance Plan**

- a. The Offeror shall:
  - i. Recognize that the quality of ballots, envelopes and other inserts is critical and that any deviation from the requirements may impact a voter's ability to vote and have that ballot be counted;
  - ii. Develop and provide with its proposal a quality assurance plan;
  - iii. Follow the quality assurance plan during the duration of the Contract; and
  - iv. Notify SBE immediately of any proposed changes to the quality assurance plan and obtain SBE approval of proposed changes before implementing the proposed change.
- b. The quality assurance plan shall:
  - i. Describe the automated and human controls in place to verify that the voter receives the correct ballots, inserts, and return envelopes;
  - ii. Comply with the quality assurance plan while meeting the required production and mailing schedule; and
  - iii. Include a statement that ballot packets mailed will meet the specific requirements at least 99% of the time.

#### **2.4.4. Reporting Requirements**



- 2.4.4.1. The Offeror shall provide:
- a. A web-based system that election officials can use to track ballot packets in transit to voters, including postal tracking codes that can be used for USPS confirmation;
  - b. Written status reports at the following frequency:
    - i. Monthly starting 180 days before an election;
    - ii. Weekly starting 90 days before an election;
    - iii. Three (3) times a week starting 60 days before an election; and
    - iv. Daily once mailings start.
  - c. Once mailing starts and within 48 hours of transferring ballot packets to the USPS, an export (text or CSV file) with the date each voter's ballot packet was transferred to USPS.
  - d. For the first mailing to military and overseas voters and upon request for other mailings, copies of documents establishing transfer of ballot packets from Offeror to USPS; and
  - e. Other reports as requested by SBE.

## **2.5 Ballot Certification Process**

### **2.5.1. In General**

- 2.5.1.1 Offerors must be certified by SBE to print ballots to be susceptible for award.
- 2.5.1.2 If SBE certified an Offeror as a ballot printer in 2020, the Offeror does not need to be re-certified
- 2.5.1.3 If SBE did not certify an Offeror as a ballot printer in 2020, the Offeror must submit the ballot samples according to RFP **Section 2.5.2** below and be certified as a ballot printer before submitting a Technical Proposal.

### **2.5.2. Ballot Certification Process**

- 2.5.2.1. This section describes the process to become a certified ballot printer for an Offeror who was not certified by SBE in 2020.
- 2.5.2.2. All jurisdictions in Maryland use the same voting equipment – Election Systems and Software's DS200 precinct scanners and DS850 high-speed scanners.
- 2.5.2.3. Upon request, SBE shall provide the Offeror with a file with five (5) ballot styles.
- a. These ballot styles were used in the 2018 Gubernatorial General Election.

- b. Each ballot style has three (3) two-sided sheets. A ballot style includes all sheets.
  - c. Each “page” of the ballot style is a separate electronic file.
  - d. The Offeror shall print 20 ballots of each ballot style.
- 2.5.2.4 Ten ballots of each style should be unfolded.
- 2.5.2.5 The other 10 ballots of each style should be folded and inserted into an appropriately sized envelope. See Attachment A for fold specifications.
- 2.5.2.6 Appendix 5 – Ballot Printer Certification provides more information about this process.
- 2.5.3.7 The naming convention for ballots is “aa-bbbbb-cc-ddd.pdf”
- a. “aa” is the ballot set name. This is typically 01.
  - b. “bbbbb” is the ballot style number.
  - c. “cc” is the page number.
  - d. “ddd” is the party abbreviation.
    - i. In a primary election, the party abbreviation is either DEM, REP, or NON;
    - ii. In a general election, the party abbreviation is always NON;
    - iii. Examples of the naming convention for ballot style 1 are: Pages 1, 2 and 3;
      - 1. 01-00001-01-NON.pdf;
      - 2. 01-00001-02-NON.pdf; and
      - 3. 01-00001-03-NON.pdf.
- 2.5.3.8 The Offeror shall send the sample ballots to SBE, Attention Natasha Walker, 151 West St. Suite 200, Annapolis, MD 21401 by May 12, 2021 at 2:00 pm.
- 2.5.3.9 Upon receipt, SBE will verify that the sample ballots meet the required specifications and can be read and tabulated accurately by the State’s scanning equipment.

## **2.6 Sample Ballot Packets**

- 2.6.1 To be susceptible for award, an Offeror shall submit by the deadline established in the RFP **Section 2.6.4** 10 sample ballot packets and if desired, 10 alternate ballot packets.
- 2.6.1.1. An Offeror shall only submit sample ballot packets if SBE has certified the Offeror as a ballot printer in 2020 or 2021.

2.6.1.2. An Offeror must submit sample ballot packets in order to submit a Technical Proposal by May 19, 2021 at 2:00 pm.

2.6.1.3. SBE will post to its FTP site<sup>7</sup>:

- a. A sample data file. The data file will have a minimum of 10 records, at least one (1) for a Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voter with a regular ballot, a UOCAVA voter with an Federal Ballot Only (FBO) ballot, and three (3) show ID voters.
- b. Ballot styles; and
- c. A full set of sample ballot packet inserts. This includes a return envelope with the correct oath printed on it, the English and English/Spanish versions of the instructions, the Certificate of Assistance, the request for a driver's license of Social Security Number, the Spanish version of the oath for domestic, civilian voters, and the Spanish version of the oath for military and overseas voters.
- d. A full set of sample ballot packet inserts. This includes a return envelope with the correct oath printed on it, the English and English/Spanish versions of the instructions, the Certificate of Assistance, the request for a driver's license or Social Security Number, the Spanish version of the oath for domestic, civilian voters, and the Spanish version of the oath for military and overseas voters.

2.6.1.4. Each sample ballot packet shall include:

- a. An outgoing envelope addressed to the voter;
- b. The appropriate ballot style printed and folded according to the specifications in Appendix A;
- c. All required inserts;
- d. All required inserts; and
- e. A return envelope with the correct oath printed on the back of the return envelope folded (if necessary) and inserted into the correct outgoing envelope.

2.6.2. An Offeror may submit one (1) or more alternate ballot packets for consideration.

2.6.2.1. An alternate ballot packet shall include the envelopes and documents listed in RFP **Section 2.6.3** and be customized for the voters listed in the sample data file.

2.6.2.2. If an Offeror submits an alternate ballot packet, the Offeror shall submit with its alternate packets a description of the benefits of this design.

2.6.2.3. Sample ballot packets and any alternate ballot packets must be received by May 19, 2021 at 2:00 pm.

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<sup>7</sup> Instructions to access the FTP site are in Appendix 6.

- a. If sending the ballot packets by USPS, send packets to State Board of Elections, Attn: Erin Dennis, P.O. Box 6486, Annapolis MD 21401-0486; or
  - b. If using a private mail carrier to send the ballot packets, send packets to State Board of Elections, Attn: Erin Dennis, 151 West St. Suite 200, Annapolis, MD 21401.
- 2.6.2.4. Failure to provide acceptable sample ballot packets may result in a proposal that is not susceptible for award.

## **2.7. Optional Services**

- 2.7.1. Automation Test: To confirm the ability to successfully automate, SBE may request a proposal to produce ballot packets using the equipment that will be used for this Contract.
- 2.7.2. Ballot Application Form: SBE may request a proposal for printing, inserting and mailing the form to request a mail-in ballot or other mailings related to mail-in voting.
  - 2.7.2.1. Regular Ballot Printing: For evaluation purposes, SBE has requested unit pricing for a quantity of 50,000 ballots in 17 inch, 14 inch, and 11 inch sizes (**Refer to Financial Proposal Attachment B-1, Optional Tasks 4-7**). If the quantities requested under this Contract would impact the price due to a substantial increase or decrease in quantity required, SBE will request additional per unit pricing for those quantity intervals.

## **2.8. Submission Requirements**

- 2.8.1. An Offeror can submit a proposal only if SBE has: (1) certified the Offeror as a ballot printer in 2020 or 2021; and (2) approved the Offeror's sample or alternate ballot packet.
- 2.8.2. An Offeror's proposal shall include the information or documents listed below.
  - 2.8.2.1. **Offeror Experience:** A narrative explaining how your company meets the:
    - a. Experience with printing, folding, inserting and mailing ballot packets with ballots and other customized voting information for at least one (1) primary election and at least (1) general election; OR
    - b. Five (5) years of experience performing high volume, complex match mailing projects if a ballot mailing project has not been conducted. The narrative shall include a summary of previous projects of similar scope and complexity, the technical solution proposed, the services provided, the outcome of the project and samples that are similar in scope and complexity.
  - 2.8.2.2. **Offeror Clients:** A list of three (3) current or previous clients (including contact information) to whom your company provides:
    - a. The services specified in this RFP. At least two (2) of the three (3) clients must be current clients or clients within the past five (5) years; OR
    - b. Services similar to those specified in this solicitation. At least two (2) of the three (3) clients must be current clients or clients within the last five (5) years.

- 2.8.2.3. **Mailing Plan** described in RFP **Section 2.4.1** of this solicitation.
- 2.8.2.4. **Security Plan** described in RFP **Section 2.4.2** of this solicitation.
- 2.8.2.5. **Quality Assurance Plan** described in RFP **Section 2.4.3**
- 2.8.2.6. **Ballot Certification:** A statement that either:
  - a. SBE certified your company as a certified ballot printer in 2020; or
  - b. SBE certified your company as a certified ballot printer as part of this procurement.
- 2.8.2.7. **Sample Ballot Packets:** A statement that sample ballot packets were submitted and approved by SBE.
- 2.8.2.8. **Web-based System:** A description of the web-based system required by RFP **Section 2.4.4.1(a)**, including the number of concurrent users and if the portal is not currently designed for public use, whether it can be expanded for public use.
- 2.8.2.9. **Scope of Services:** A statement that your company understands that:
  - a. It is proposing to print, insert, and mail ballot packets for all regularly scheduled elections in 2022, 2024, and 2026 and any special elections during the term of the Contract. This includes any regularly scheduled or special election conducted as a vote-by-mail election<sup>8</sup>; and
  - b. If a regularly scheduled or special election is conducted as a vote-by-mail election, your company will print, insert, and mail as many ballot packets as your company has capacity for at that time.
- 2.8.2.10. **Alternate Ballot Packets:** If your company has an alternate proposal for the ballot packets described in RFP **Section 2.6**, a statement that alternate ballot packets were previously submitted.

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<sup>8</sup> This procurement includes a vote-by-mail election for a regularly scheduled or special election. Election Law Article, §9-501 of *Annotated Code of Maryland* authorizes a vote-by-mail election for a special election. State law does not currently authorize a vote-by-mail election for a regularly scheduled election. The Governor of Maryland has authority under the emergency powers granted to the Governor to change how an election is conducted. The Governor exercised these emergency powers in 2020 and ordered that the 2020 Primary Election be conducted as a vote-by-mail election. Legislation is currently pending in the 2021 Legislative Session that would require mailing ballot packets to all eligible voters for all elections.

## 3 Contractor Requirements: General

### 3.1 Contract Initiation Requirements

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### 3.2 End of Contract Transition

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### 3.3 Invoicing

#### 3.3.1 In General

3.3.1.1 The Contractor shall email the original of each invoice and signed authorization to invoice to the Contract Monitor and Megan Marano at:

[DLinvoice\\_SBE@Maryland.Gov](mailto:DLinvoice_SBE@Maryland.Gov).

3.3.1.2 All invoices for services shall be verified by the Contractor as accurate at the time of submission.

3.3.1.3. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot 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.

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

- 3.3.1.5. SBE reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide SBE with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- 3.3.1.6. Any action on the part of the SBE or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- 3.3.1.7. 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 the same.
- 3.3.1.8. 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.
- 3.3.1.9. Invoice Submission Schedule: The Contractor shall submit invoices monthly.
- 3.3.1.10. Travel Reimbursement: Travel will not be reimbursed under this RFP.

### **3.4 Liquidated Damages**

#### **3.4.1. MBE Liquidated Damages**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.5 Insurance Requirements**

- 3.5.1. Insurance Requirement. 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.
- 3.5.2. Minimum Coverage. The Contractor shall maintain the following type(s) of insurance and minimum amount(s) of coverage:
- 3.5.3. Commercial General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- 3.5.4. Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.5.5. 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.
- 3.5.6. All insurance policies shall be endorsed to include a clause requiring the insurance carrier 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 cancelled 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.

- 3.5.7. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.5.8. The recommended awardee must provide 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.
- 3.5.9. 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.

### **3.6. Problem Escalation Procedure**

- 3.6.1. The Contractor must provide and 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 the escalation process to resolve issues in a timely manner.
- 3.6.2. The Contractor shall provide contact information to the Contract Monitor and other State personnel as directed should the Contract Monitor not be available.
- 3.6.3. The Contractor must provide the PEP no later than 10 Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within 10 Business Days after the start of each Contract year and within 10 Business Days after any change in circumstance which changes the PEP.
- 3.6.4. The PEP shall include:
  - 3.6.4.1. The process for establishing the existence of a problem;
  - 3.6.4.2. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
  - 3.6.4.3. 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;
  - 3.6.4.4. Expedited escalation procedures and any circumstances that would trigger expediting them;



- 3.6.4.5. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- 3.6.4.6. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- 3.6.4.7. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.6.4.8. 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.

### **3.7 Minority Business Enterprise (MBE) Reports**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.8 Veteran Small Business Enterprise (VSBE) Reports**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.9 Work Orders**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.10 Additional Clauses**

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

## **4 Procurement Instructions**

### **4.1 Pre-Proposal Conference**

- 4.1.1. A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3. It is highly recommended that ALL Prime Contractors have their intended subcontractors attend the Conference to ensure that all parties understand the requirements of the contract.
- 4.1.4. Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see RFP **Section 4.2.1**).
- 4.1.5. Those wishing to attend the web conference may request a meeting invitation by emailing Attachment A to Whitney LeRoux at [Whitney.LeRoux@Maryland.Gov](mailto:Whitney.LeRoux@Maryland.Gov) no later than 2:00 PM on June 14, 2021. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference.

### **4.2 eMaryland Marketplace Advantage (eMMA)**

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, 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.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](http://emma.maryland.gov), click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

### **4.3 Questions**

- 4.3.1 All questions shall be emailed to the Procurement Officer at least five (5) days prior to the Proposal due date. The subject line of the email must include the Solicitation Number and Title ("D38B1600011 - Ballot Packet Printing and Mailing").
- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the SBE unless it issues an amendment in writing.

#### **4.4 Procurement Method**

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

#### **4.5 Proposal Due (Closing) Date and Time**

- 4.5.1 Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Potential Offerors not responding to this solicitation are requested to complete and submit the “Notice to Vendors” form and explain the reason for not responding (*e.g.*, too busy, cannot meet mandatory requirements).

#### **4.6 Multiple or Alternate Proposals**

Multiple or alternate Proposals will not be accepted.

#### **4.7 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.

#### **4.8 Public Information Act Notice**

- 4.8.1 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.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.
- 4.8.2 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.

## **4.9 Award Basis**

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

## **4.10 Duration of Proposal**

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.

## **4.11 Revisions to the RFP**

- 4.11.1 If the RFP is revised before the due date for Proposals, SBE shall post any addenda to the RFP on eMMA and shall endeavor 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 remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.11.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.11.3 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.
- 4.11.4 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.
- 4.11.5 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.

## **4.12 Cancellations**

- 4.12.1 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.
- 4.12.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.12.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

- 4.12.4 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 cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

### **4.13 Incurred Expenses**

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

### **4.14 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).

### **4.15 Offeror Responsibilities**

Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. 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) to this RFP (see **Section 4.25** "Minority Participation Goal" and **Section 4.26** "VSBE Goal").

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.

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.

### **4.16 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 **Attachment M**. 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. SBE reserves the right to accept or reject any exceptions.**

#### **4.17 Proposal Affidavit**

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

#### **4.18 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### **4.19 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.

#### **4.20 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 State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. 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.

#### **4.21 False Statements**

4.21.1. 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.
- c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.21.2. A person may not aid or conspire with another person to commit an act under **Section 4.21.1**.

- 4.21.3. 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.

## **4.22 Payments by Electronic Funds Transfer**

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

- 4.22.1 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.
- 4.22.2 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](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf)

## **4.23 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 **Attachment M**). Additional information is available on GOSBA's website at:  
<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>

## **4.24 Electronic Procurements Authorized**

- 4.24.1. Under COMAR 21.03.05, unless otherwise prohibited by law, the SBE may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.24.2. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.24.3. “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.
- 4.24.4. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
    - (1) The RFP;
    - (2) Any amendments and requests for best and final offers;
    - (3) Pre-Proposal conference documents;
    - (4) Questions and responses;
    - (5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
    - (6) Notices of award selection or non-selection; and
    - (7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
  - B. The Offeror or potential Offeror may use eMMA or e-mail to:
    - (1) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer; and
    - (2) Submit a "No Proposal Response" to the RFP.
  - C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this



subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

- D. The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- (1) Filing of protests;
  - (2) Filing of Contract claims;
  - (3) Submission of documents determined by SBE to require original signatures (e.g., Contract execution, Contract modifications); or
  - (4) 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.
- E. Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

#### **4.24 MBE Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

#### **4.25 VSBE Goal**

There is no VSBE participation goal for this procurement.

#### **4.26 Living Wage Requirements**

- 4.27.1. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 4.27.2. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- 4.27.3. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.

- 4.27.4. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
- 4.27.5. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.
- 4.27.6. The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
- 4.27.7. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- 4.27.8. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- 4.27.9. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- 4.27.10. The Offeror shall identify in the Proposal the location from which services will be provided.
- 4.27.11. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

#### **4.27 Federal Funding Acknowledgement**

This Contract does not contain federal funds.

#### **4.28 Conflict of Interest Affidavit and Disclosure**

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) 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 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 Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

#### **4.29 Non-Disclosure Agreement**

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I for the awarded Contractor**. 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.

#### **4.30 HIPAA - Business Associate Agreement**

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

#### **4.31 Nonvisual Access**

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

#### **4.32 Mercury and Products That Contain Mercury**

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

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

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

Services under this Contract must be performed in the United States.

#### **4.34 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

#### **4.35 Small Business Reserve (SBR) Procurement**

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

#### **4.36 Maryland Healthy Working Families Act Requirements**

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors 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 web site for Maryland Healthy Working Families Act Information: <http://dldr.maryland.gov/paidleave/>.

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## **5 Proposal Format**

### **5.1 Two Part Submission**

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

- Volume I – Technical Proposal
- Volume II – Financial Proposal

An Offeror shall **not** provide pricing information in the Technical Proposal and shall **not** provide pricing information on the media submitted for the Technical Proposal.

### **5.2 Proposal Delivery and Packaging**

- 5.2.1. A proposal delivered by facsimile shall not be considered.
- 5.2.2. Offerors must submit Proposals via email and as described below.
- 5.2.3. Proposals shall be emailed to the Procurement Officer’s address listed on the Key Information Summary Sheet.
- 5.2.4. The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet.
  - 5.2.4.1. The date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e-mail box.
  - 5.2.4.2. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted.
  - 5.2.4.3. Except as provided in COMAR 21.05.03.02 F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5. The State has established the following procedure to restrict access to Proposals received electronically.
- 5.2.6. The subject line of the e-mail shall state the RFP number (D38B1600011) and either “Technical” or “Financial.”
  - 5.2.6.1. All e-mails with attached Proposals shall be sent with password protection.
  - 5.2.6.2. The password for the Technical Proposal must be different than the password for the Financial Proposal.
  - 5.2.6.3. Offerors must provide to SBE these two (2) passwords upon SBE’s request. If an Offeror does not provide the passwords when asked, its Proposal will be deemed not susceptible for award.
  - 5.2.6.4. Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two (2) or more parts and include the appropriate part number in

the subject (*e.g.*, part 1 of 2) after the required text for the subject line. *See* subsection 5.31.1. above.

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

5.2.8. There are two (2) parts to each submission.

5.2.8.1. An Offeror's Technical Proposal is Volume 1 of a Proposal and includes:

- a. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater;
- b. Technical Proposal in searchable Adobe PDF format; and
- c. Second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted.

5.2.9. An Offeror's Financial Proposal is Volume 2 of a Proposal and includes:

- 5.2.9.1. Financial Proposal and all supporting material in Word and PDF formats;
- 5.2.9.2. Financial Proposal in searchable Adobe PDF format;
- 5.2.9.3. A second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed.
- 5.2.9.4. All pages of both volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

### **5.3. Volume I - Technical Proposal**

5.3.1. Do not include pricing information in the Technical Proposal (Volume I). Pricing information must be included only in the Financial Proposal (Volume II).

5.3.2. 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 . . .").

5.3.3. The Technical Proposal shall include the following documents and information in the order specified below.

5.3.4. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

5.3.4.1. Title Page with the name and address of the Offeror and the name and number of this RFP (Submit under TAB A).

- a. Claim of Confidentiality (if applicable): Any information which an Offeror claims to be confidential and/or proprietary information should be identified by page and section number and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). (Submit under TAB A-1)
- b. The entire Proposal cannot be given a blanket confidentiality designation.

- c. 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.
  - d. If submitted, this section shall be placed after the Title Page and before the Table of Contents.
- 5.3.4.2. Table of Contents shall be organized by section, subsection, and page number (Submit under TAB A)
- 5.3.4.3. Offeror Information Sheet (see **Appendix 2**) and Transmittal Letter (Submit under TAB B).
- a. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time.
  - b. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.
- 5.3.4.4. Executive Summary (Submit Under TAB C)

The Offeror shall:

- a. Condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”;
  - b. 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”**); and
  - c. Identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or 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 deemed unacceptable or classified as not reasonably susceptible of being selected for award.**
- 5.3.4.5. Minimum Qualifications (Submit under TAB D):

The Offeror shall include:

- a. Information to establish that the Offeror meets the Minimum Qualifications set forth in **RFP Section 1**; and
- b. Contact information for references required in **RFP Section 5.3.4.9**.

5.3.4.6. Offeror's Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- a. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) 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). 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** and **Section 3** in order, and shall contain a cross reference to the requirement.
- b. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- c. 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 and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- d. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- e. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.

5.3.4.7. Experience and Qualifications of Proposed Staff (Submit under TAB F)

5.3.4.8. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- a) The number of years the Offeror has provided the similar goods and services;
- b) The number of clients/customers and geographic locations that the Offeror currently serves;
- c) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- d) The Offeror's process for resolving billing errors; and
- e) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.



5.3.4.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided goods and services within the past ten (10) years and shall include the following information:

- a) Name of client organization;
- b) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c) Value, type, duration, and description of goods and services provided.

SBE reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

5.3.4.10 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- a) The State contracting entity;
- b) A brief description of the goods and services provided;
- c) The dollar value of the contract;
- d) The term of the contract;
- e) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

5.3.4.11 Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a) Dun & Bradstreet Rating;
- b) Standard and Poor's Rating;
- c) Lines of credit;
- d) Evidence of a successful financial track record; and
- e) Evidence of adequate working capital.

5.3.4.12 Certificate of Insurance (Submit under TAB K)

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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

5.3.4.13 Subcontractors (Submit under TAB L)

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 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.

5.3.4.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- a) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c) 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
- d) 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.

5.3.4.15 Economic Benefit Factors (Submit under TAB N)

- a) The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
- b) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- c) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- d) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

- e) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
- f) Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- g) Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
- h) Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- i) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- j) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
- k) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
- l) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
- m) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- n) Subcontract dollars committed to Maryland small businesses and MBEs; and
- o) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

#### 5.3.4.12 Technical Proposal - Required Forms and Certifications (Submit under TAB O)

- a) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- b) 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.

- c) 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.
- d) 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:
  - i) Third-party POC name and alternate for verification
  - ii) Third-party POC mailing address
  - iii) Third-party POC telephone number
  - iv) Third-party POC email address
  - v) If available, a Re-Seller Identifier

#### **5.4 Volume II – Financial Proposal**

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. 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 SBE.

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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 and discussions, and provide input to the Procurement Officer. SBE reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the 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.

Offeror's Technical Response to Requirements, including Mailing, Security and Quality Assurance Plans and sample ballot packets (See RFP §2.)

#### **6.2.1. Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)**

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 demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### **6.2.2. Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 2 Scope of Work).**

The State prefers an Offeror with experience printing ballots and producing and mailing customized ballot packets for at least one (1) primary election and at least one (1) general election. Offerors who do not have this experience but have five (5) years of experience with performing high volume, complex match mailing projects, including a minimum of two (2) references with contact information, will receive a similar ranking as Offerors with this preferred election experience. Offerors without this type of experience will receive a lower ranking than those Offerors with the preferred experience.

#### **6.2.3. Ability to meet SBE's preference for ballots to enter the USPS mailstream at USPS facilities in the USPS-defined Baltimore or Capital regions (See RFP §2.4.1.4.).**

#### **6.2.4. Any solution that allows a voter to track their voted ballot through the USPS and a description of how to implement this solution (See RFP §2.3.5.2.).**

#### **6.2.5. Economic Benefit to State of Maryland (See RFP § 5.3.4.15)**

#### **6.2.6. Experience and Qualifications of Proposed Staff (See RFP §5.3.4.7)**

### **6.3. Financial Proposal Evaluation Criteria**

All Qualified Offerors (see **Section 6.2.**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

### **6.4. Reciprocal Preference**

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:

- 6.4.1. The Maryland resident business is a responsible Offeror;
- 6.4.2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- 6.4.3. The other state gives a preference to its resident businesses through law, policy, or practice; and
- 6.4.4. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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. Selection Process Sequence**

- 6.5.1.1. Technical Proposals are evaluated for technical merit and ranked. During this review discussions may be held. 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.
- 6.5.1.2. 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.
- 6.5.1.3. 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.
- 6.5.1.4. 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.
- 6.5.1.5. 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 weight than financial factors.

**6.6. Documents Required upon Notice of Recommendation for Contract Award**

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 1 of **Section 7 – RFP Attachments and Appendices**.

## 7. RFP ATTACHMENTS AND APPENDICES

### Instructions Page

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

For documents required as part of the Proposal:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column. For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: RFP ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
N	With Proposal	D	There is no Minority Business Enterprise (MBE) goal for this solicitation.
N	With Proposal	E	There is no Veteran-Owned Small Business Enterprise (VSBE) goal for this solicitation.
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
N	With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-">http://procurement.maryland.gov/wp-</a>



			<a href="http://content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a>
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
N	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
N	With Proposal	K	Mercury Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf</a> )
N	With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf</a> )
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf</a> )
<b>Appendices</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
N	Before Proposal, as directed in the RFP.	3	Non-Disclosure Agreement (Contractor)-

			(see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx</a> )
N/A	Refer to RFP Sections 2.3.1 and 2.3.6.	4	SBE Ballot Specifications
N/A	Refer to RFP Section 2.5.2.6.	5	2018 Gubernatorial Election Files for Certification Purposes
N/A	Refer to RFP Section 2.6.1.3.	6	FTP Instructions
<b>Additional Submissions</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Document Name</b>
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

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

**Solicitation Number D38B1600011**

**Ballot Packet Printing and Mailing**

A Pre-Proposal conference will be held on Tuesday, June 15<sup>th</sup>, 2021 at 1:00 pm virtually via google go-to-meeting.

Please return this form by Monday, June 14, 2021 whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Whitney LeRoux  
State Board of Elections  
E-mail: Whitney.LeRoux@Maryland.Gov

Please indicate:

<input type="checkbox"/>	Yes, the following representatives will be in attendance.
<input type="checkbox"/>	Attendees (Check the RFP for limits to the number of attendees allowed):
	1.
	2.
	3.
<input type="checkbox"/>	No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: \_\_\_\_\_

*Offeror Name (please print or type)*

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

*Signature/Seal*

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

*Printed Name*

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

*Title*

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

*Date*

**Attachment B. Financial Proposal Instructions & Form**

**B-1 Financial Proposal Instructions**

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- D) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- E) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- F) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- G) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- H) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, SBE does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

I) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

**B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may See separate Financial Proposal Form labeled B-1;

**Attachment C. Proposal Affidavit**

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

**Attachment D. Minority Business Enterprise (MBE) Forms**

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

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

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



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

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

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

Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

**Attachment G. Federal Funds Attachments**

This solicitation does not include a Federal Funds Attachment.

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

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

**Attachment I. Non-Disclosure Agreement (Contractor)**

This solicitation does not require a Non-Disclosure Agreement for Offerors but the awarded Contactor must complete one within five (5) days of award.

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

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

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

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

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



**Attachment M.**

**Contract**

**State Board of Elections (SBE)  
Ballot Packet Printing and Mailing  
D38B1600011**

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between \_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the State Board of Elections (SBE).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
  - 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
  - 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated \_\_\_\_\_ (Financial Proposal date or BAFO date).
  - 1.4 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.
  - 1.5 “RFP” means the Request for Proposals for Ballot Packet Printing and Mailing Solicitation # D38B1600011 and any amendments, addenda, and attachments thereto issued in writing by the State.
  - 1.6 “State” means the State of Maryland.
  - 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated \_\_\_\_\_ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
  - 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means 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.
  - 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.
2. Scope of Contract
- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

Exhibit E- HB 1331 Exhibit

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

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

3.1 The term of this Contract begins on the date the Contract is signed by SBE following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until \_\_\_\_\_ ("Initial Term").

3.2 In its sole discretion, SBE shall have the unilateral right to extend the Contract for two (2) successive two (2) year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).

3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.

3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, SBE shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with SBE to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after SBE's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

4.4 Payment of an invoice by SBE is not evidence that services were rendered as required under this Contract.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in Section 7.2), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.
6. Exclusive Use
- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by SBE or developed by Contractor relating to the Contract, except as provided for in Section 8. Confidential or Proprietary Information and Documentation.
7. Patents, Copyrights, and Intellectual Property
- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by SBE or licensed by SBE from third parties, including all information provided by SBE to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and SBE will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong

solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of Section 10, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

- 7.7 The Contractor shall report to SBE promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without SBE's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, SBE shall have the right at any time to modify, remove, obliterate, or ignore such warnings
8. Confidential or Proprietary Information and Documentation
- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
9. Loss of Data
- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in RFP Section 3.7.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in RFP Section 3.7.
10. Indemnification and Notification of Legal Requests
- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees

and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .
11. Non-Hiring of Employees  
No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.
12. Disputes  
This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.
13. Maryland Law Prevails
  - 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
  - 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience



The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount

of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. SBE may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at SBE's election. SBE may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure SBE has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.

27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 7 "Patents, Copyrights, Intellectual Property" of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.
30. Commercial Nondiscrimination
- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by SBE in all subcontracts.
31. Prompt Pay Requirements
- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, SBE at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
  - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;

- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of SBE concerning a withheld payment between the Contractor and a subcontractor under this section 31, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
  - (b) Be used as evidence on the merits of a dispute between SBE and the Contractor in any other proceeding; or
  - (c) Result in liability against or prejudice the rights of SBE.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, SBE may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
    - i. Inspecting any relevant records of the Contractor;
    - ii. Inspecting the jobsite; and
    - iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
  - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If SBE determines that the Contractor is not in compliance with certified MBE participation goals, then SBE will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If SBE determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the SBE requires, then SBE may:
- i. Terminate the Contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or

- iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, SBE may withhold payment of any invoice or retainage. SBE may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the SBE does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.
37. Contract Monitor and Procurement Officer
- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including 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. SBE may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. SBE may change the Procurement Officer at any time by written notice to the Contractor.
38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Nikki Charlson

151 West St. Suite 200

Annapolis, MD 21401

Phone Number: 410-269-2843

E-Mail: Nikki.Charlson@Maryland.Gov

With a copy to:

Whitney LeRoux

151 West St. Suite 200

Annapolis, MD 21401

Phone Number: 410-269-2863

E-Mail: Whitney.LeRoux@Maryland.Gov

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: \_\_\_\_\_

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: \_\_\_\_\_

Attn: \_\_\_\_\_

39. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

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

Contractor

State of Maryland

State Board of Elections

SBE

\_\_\_\_\_

\_\_\_\_\_

By: By: Linda Lamone

Agency Administrator

\_\_\_\_\_

Date

PARENT COMPANY (GUARANTOR) (if applicable) By:

\_\_\_\_\_

\_\_\_\_\_

By: Date

\_\_\_\_\_

Date

Approved for form and legal sufficiency



this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_

(Date) (BPW Item #)

**EXHIBIT E TO CONTRACT D38B1600011**

This exhibit is in reference to Ballot Packet Printing and Mailing,# D38B1600011, between the State Board of Elections and [Contractor], dated [insert date contract was fully executed].

May it be known that the State Board of Elections and [Contractor] do hereby agree to require the following additional terms to Ballot Packet Printing and Mailing,# D38B1600011 that are stated below:

1.1 Definitions

1.1.1 Chapter 524 of the 2018 Laws of Maryland (House Bill 1331): Bill passed in the 2018 Legislative Session requiring election service providers to notify the State Administrator as soon as practicable but no later than four (4) days after becoming aware of a security violation or significant attempted security violation.

1.1.2 Election Service Provider: Any person providing, supporting, or maintaining an election system on behalf of the State Board or a local board of elections, including a Contractor or vendor. See Election Law Article, §2-108(a)(3), Annotated Code of Maryland.

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

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

- 1.1.4 Significant Attempted Security Violation: An attempt to commit a security violation that: (1) is known to have been committed by a foreign government or agents of a foreign government; or (2) the State Administrator considers to be of particular significance as outlined in Election Law Article, §2-108(a)(6), Annotated Code of Maryland.
- 1.2 Requirements
- 1.2.1 Effective July 1, 2018 and pursuant to Chapter 524 of the 2018 Laws of Maryland (House Bill 1331), Contractor is required to notify the State Administrator as soon as practicable but no later than four (4) days after becoming aware of a security violation or a significant attempted security violation.
- 1.2.2 Contractor is also required to cooperate with the State Administrator in submitting to the Maryland Department of Information Technology an incident report. The State Administrator is also required to notify the State Board of Elections, the Governor, the President of the Senate of Maryland, the Speaker of the House of Delegates and the Attorney General.
- 1.2.3 Contractor hereby agrees that if it becomes aware of a security violation or attempted security violation, Contractor will:
- 1.2.3.1 Complete the SBE provided Vendor IT Incident Reporting Form;
- 1.2.3.2 Email the completed form to: Linda Lamone, State Administrator, at [Linda.Lamone@Maryland.Gov](mailto:Linda.Lamone@Maryland.Gov), Vincent Omenka, IT Director, at [Vincent.Omenka@Maryland.Gov](mailto:Vincent.Omenka@Maryland.Gov), and Nikki Charlson, Contract Manager, at [Nikki.Charlson@Maryland.Gov](mailto:Nikki.Charlson@Maryland.Gov)
- 1.2.3.3 Send the emails with read receipt confirmation and request that SBE confirm receipt of the email; and
- 1.2.3.4 Contact by telephone Nikki Charlson at 410-269-2843 within 12 hours after submitting the Vendor IT Incident Reporting Form if Contractor does not receive read receipt confirmations.

**Attachment N.            Contract Affidavit**

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



**Attachment O. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## **Appendix 1. – Abbreviations and Definitions**

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

- A. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- B. Certificates of Assistance- Certificate whereby the voter authorizes an individual to mark their ballot due to a disability or inability to read or write.
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- E. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including 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. SBE may change the Contract Monitor at any time by written notice to the Contractor.
- F. Contractor – The selected Offeror that is awarded a Contract by the State.
- G. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- I. State Board of Elections- SBE- issuing agency.
- J. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- K. 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.
- L. 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.
- M. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- N. 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.
- O. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
  - P. Offeror – An entity that submits a Proposal in response to this RFP.
  - Q. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. SBE may change the Procurement Officer at any time by written notice to the Contractor.
  - R. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
  - S. Request for Proposals (RFP) – This Request for Proposals issued by SBE with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
  - T. 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.
  - U. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
  - V. State – The State of Maryland.
  - W. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
  - X. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

**Appendix 2- Offeror Information Sheet**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_OfferorInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).