



MARYLAND
STATE BOARD OF ELECTIONS



Request for Proposals

Voting System Support Services

Solicitation No. 2010-01

Issue Date: Monday, July 20, 2009

NOTICE

Prospective Offerors who have received this document from the State Board of Elections' or the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-2019 or email to the attention of Donna Wiltshire, Procurement Officer at dwiltshire@elections.state.md.us. Your assistance is appreciated.

Title: **Voting System Support Services**

Solicitation No: **SBE-2010-01**

1. If you have responded with a "no bid", 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 Maryland Government is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the bid/proposals is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE 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 bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

Remarks: _____

Offeror Name: _____ Date: _____

Contact Person: _____ Phone: _____

Contact Email: _____ Business Website: _____

Return to Donna Wiltshire at dwiltshire@elections.state.md.us or fax to 410-974-2019

Key Information Summary Sheet

Request for Proposals

Voting System Support Services

Solicitation Number **SBE-2010-01**

RFP Issue Date: July 20, 2009

RFP Issuing Office: Maryland State Board of Elections

Procurement Officer: Donna Wiltshire, Director of Procurement and Voting Systems
Office Phone: 410-269-2863
Fax: 410-974-2019
e-mail: dwiltshire@elections.state.md.us

Proposals are to be sent to: State Board of Elections
P.O. Box 6486
151 West Street, Suite 200
Annapolis, MD 21401-6486
Attention: Donna Wiltshire, Procurement Officer

Pre-Proposal Conference: Wednesday, July 29, 2009 9:30 a.m.
Maryland Dept of Transportation Headquarters
7201 Corporate Center Drive, Hanover, MD 21076

For directions, contact the Procurement Officer identified above

Closing Date and Time: On or before Friday, August 28, 2009 @ 2 p.m.

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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Section 1. GENERAL INFORMATION

1.1. *Executive Summary*

Maryland has a uniform statewide voting system comprised of a direct recording electronic touchscreen voting system for polling place voting and central count optical scan voting system for absentee and provisional voting. In 2007, the Maryland General Assembly, in order to ensure voters receive a voter verifiable paper ballot, enacted HB 18 (Chapter 548 of 2007), which requires the State Board of Elections to select, certify, and implement an optical scan voting system for polling place voting along with the use of ballot marking devices to provide independent access to voters with disabilities. In 2009, the General Assembly enacted HB 893 (Chapter 428, of 2009), which resulted in a modification of the voting system requirements due to a determination that no voting system was commercially available that met the federal certification standards required by the 2007 law. Accordingly, SBE is now undertaking the implementation of a new voting system that will be comprised of precinct count optical scan voting equipment and the existing touchscreen voting units, which will be capable of providing accessibility to individuals with disabilities.

SBE will procure the optical scan voting equipment through a separate solicitation. This solicitation seeks a Contractor, with proven information technology project management expertise, who can provide a strong team to coordinate a statewide, multi-vendor project to implement this new voting system.

1.2. *Non-Exclusive Use*

It is the State's intention to obtain services, as specified in this RFP, from the contract between the Contractor and the State. However, this contract will not be construed to require the State to procure exclusively from the Contractor.

The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without notice to the Contractor. The State, via the resulting contract, makes no guarantee to the selected Offeror that the State will purchase any minimum or maximum amount of services.

The resulting contract will fix the unit prices for its term and any subsequent renewal period(s) for any services ordered by the State. Actual quantities purchased may vary based on a number of factors including redistricting, changes in the number of registered voters, and legislative or judicial decisions.

1.3. *Abbreviations and Definitions*

In this solicitation, the following words have the meanings indicated.

“Ballot” is a sheet of paper or a card used to cast or register a vote.

“Canvass” means the official examination of ballots cast in an election to determine the election results.

“Central Count” means the ability to count votes at a central location. Central count voting devices are used in Maryland primarily to count absentee and provisional ballots.

“Code of Maryland Regulations” (COMAR) refers to regulations adopted under the Administrative Procedures Act. Regulations concerning voting system are found in Title 33 of COMAR.

“Contract” means the specific agreement awarded to the successful Offeror pursuant to this RFP. The Contract shall be in the form of Attachment C.

“Contract Manager” is the State representative for this project that is primarily responsible for contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the contract and to assist the State Project Manager in achieving on budget/on time/on target (e.g. within scope) completion of the project who monitors and assesses the performance of the Contractor.

“Contractor” refers to the Offeror that is awarded a contract by the State.

“County” refers to the 24 jurisdictions (counties) in Maryland and includes Baltimore City.

“Direct Recording Electronic or Touchscreen (DRE) voting system means a type of voting system where voters make selections on a touch screen interface.

“Early Voting” means the ability of voters to cast ballots in person before election day. Early voting does not include absentee voting.

“Early Voting Center” means the polling locations established in each county for voters to cast ballots in person during the early voting period.

“Election Assistance Commission” (EAC) means the federal agency established under the Help America Vote Act of 2002 to, among other things, adopt Voluntary Voting System Guidelines.

“Election Law Article” means the volume of the *Annotated Code of Maryland* that governs all federal, State, and county elections in Maryland.

“Election Management System” (EMS) means software that manages an election. The voting system’s EMS is the operating system for the voting system, and SBE’s internal EMS includes Maryland specific election information to define the ballots and report results.

“Electronic Pollbooks” means a tablet-like device that is used to check-in voters and encode voter access cards for the direct recording equipment (DRE).

“FTE” means Full-Time employee/personnel that work an average 40 hours per week during the term of the contract whether employed by the Contractor or by subcontracting.

“Help America Vote Act” (HAVA) means the federal law establishing minimum requirements for voting systems. HAVA was enacted as Public Law 107-252 of the 107th Congress and is codified at 42 U.S.C. 15301 *et seq.*

“Local Board of Elections” (LBE) means the entity of local government responsible for conducting elections in its county. There are 24 local boards of elections, one in each Maryland county and Baltimore City.

“Local Time” means Eastern Standard Time or Eastern Daylight Time, as applicable, as such time is observed in Maryland.

“MBE” means a Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.

“Notice to Proceed” Written notice given by the State to the Contractor as authorization and direction to begin work in the areas specified.

“Offeror” means an entity that submits a proposal in response to this solicitation.

“Optical Scan Voting Device” is a type of voting system that uses an Optical Scanner to read paper ballots.

“Precinct Count” means the ability to count votes at a precinct.

“Procurement Officer” is the State representative, as identified in Section 1.6, responsible for this RFP, for the determination of contract scope issues and the only State representative who can authorize changes to the contract.

“Project Manager” refers to the State representative, as identified in Section 1.7, responsible for planning, organizing, and managing resources to bring about the successful completion of specific project goals and objectives of the project.

“Provisional Ballots” or **“Provisional Voting”** refers to a ballot provided to individuals who claim they are registered and eligible to vote but whose eligibility or registration status cannot be confirmed when they present themselves to vote. Once voted, such ballots must be kept separate from other ballots and are not included in the tabulation until after the voter’s eligibility is confirmed.

“Purchase Order” is a commercial document issued by the State to a Contractor, indicating the type, quantities and agreed prices for products or services the seller will provide to the State.

“RFP” refers to this Request for Proposals for the State of Maryland, Board of Elections, Solicitation #SBE-2009-09, dated July 20, 2009, including any amendments or addenda.

“State Board of Elections” (SBE) means the State agency responsible for managing and supervising elections in Maryland and ensuring compliance with the requirements of the Election Law Article and any applicable federal law by all persons involved in the elections process.

“Maryland State Department of Assessments and Taxation, Taxpayer Services Division” (SDAT) means the State agency that serves as custodian of documents relating to the organization and ownership of many types of business entities that are required to file

documents with the State. These documents include charters for Maryland corporations and qualifications and registrations for foreign corporations. The Division is the custodian of security interest (UCC) filings. http://www.dat.state.md.us/sdatweb/general_info.html)

“Voter-Verifiable Paper Record” includes a paper ballot prepared by the voter for the purpose of being read by a precinct-based Optical Scanner, a paper ballot prepared by the voter to be mailed to the applicable local board, whether mailed from a domestic or overseas location, and a paper ballot created through the use of a ballot marking device.

“Voting Device” means equipment that counts and records votes. In this solicitation, a voting device is an Optical Scan voting unit.

“Voting System” means all of the necessary components, including hardware, software, and firmware, to count and record votes. For the purposes of this solicitation, the voting system includes voting devices, electronic ballot marking devices, election management system, and all of the accessories and components.

1.4. *Contract Type*

The Contract that results from this RFP shall be a time and materials, firm fixed price contract in accordance with COMAR 21.06.03.02.

1.5. *Contract Duration*

The term of this contract will be for a period of three (3) years commencing on or about January 1, 2010 and terminating three years after the effective date of the contract. The State shall have the sole right to exercise up to four (4) one-year renewal options at its sole discretion.

1.6. *Procurement Officer and Contract Manager*

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below. The Procurement Officer will serve as Contract Manager who monitors and assesses the performance of the Contractor after the contract is awarded in response to this RFP.

Donna Wiltshire
Director of Procurement and Voting Systems
State Board of Elections
151 West Street, Suite 200, Annapolis, MD 21401
Telephone #: 410-269-2863 Fax #: 410-974-2019
E-Mail: dwiltshire@elections.state.md.us

The Department may change the Procurement Officer at any time by written notice.

1.7. *Project Manager*

The Project Manager is the State representative responsible for the planning, organizing, and managing resources to bring about the successful completion of specific project goals and objectives of the contract awarded as a result of this solicitation is designated below:

Paul Aumayr, Voting Systems Project Manager
State Board of Elections
151 West Street, Suite 200, Annapolis, MD 21401
Telephone #: 410-269-2860 Fax #: 410-974-2019

The Department may change the Project Manager at any time by written notice.

1.8. *Pre-proposal Conference*

A Pre-Proposal Conference (“Conference”) shall be held on Wednesday, July 29, 2009 beginning at 9:30 a.m., at the Maryland Dept of Transportation headquarters located at 7201 Corporate Center Drive, Hanover, MD 21076.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may improve the Offeror’s overall understanding of technical requirements and the ability to meet the State’s Minority Business Enterprise (MBE) goals, affidavits, Living Wage and other administrative requirements

The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible after the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form (Attachment A) to the attention of Donna Wiltshire, preferably via e-mail at dwiltshire@elections.state.md.us, or via facsimile at (410) 974-2019 with such notice no later than Monday, July 27, 2009. The Pre-Proposal Conference Response Form is included as Attachment A to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The SBE shall make reasonable efforts to provide such special accommodation.

1.9. *Questions*

The Procurement Officer, prior to the Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Contractors who are known to have received a copy of the RFP.

1.10. *Proposal Due (Closing) Date*

An unbound original and five bound copies of each proposal as well as an electronic version on CD (technical and financial) must be received by the Procurement Officer, at the address

listed on the Key Information Summary, no later than 2:00 PM (local time) on Friday, August 28, 2009 in order to be considered.

Requests for extension of the closing date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date August 28, 2009 at 2:00 PM (local time), will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

1.11. *Duration of Offer*

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or submission of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12. *Revisions to the RFP*

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal form (Attachment L) accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13. *Cancellations; Discussions*

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, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14. *Oral Presentations*

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations occur approximately two to four weeks after the proposal due date.

1.15. *Incurred Expenses*

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.16. *Economy of Preparation*

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP. The State suggests that Offerors consider printing their proposals double-sided in an effort to reduce the use of paper.

1.17. *Protest/Disputes*

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

1.18. *Multiple or Alternative Proposals*

Neither multiple nor alternate proposals will be accepted.

1.19. *Minority Business Enterprise*

A Minority Business Enterprise (MBE) subcontractor participation goal of 30% (percent) of the dollar value of the Contract. Potential areas for sub-contracting include, but are not limited to: staffing, training, marketing (Voter Outreach), office supplies, transportation and logistics. The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment B of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids or receipt of initial proposals.

Appendices B-1 and B-2 must be completed and submitted with each Offeror's proposal. **Failure of the Offeror to complete, sign, and submit Attachments B-1 and B-2 at the time it submits its response to the RFP will result in the State's rejection of the Offeror's Proposal to the RFP. This failure is not curable.**

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is 410-865-1269. The directory is also available at http://www.e-mdot.com/MBE_Program/Index.html. The most current and up-to-date information on MBEs is available via this web site.

1.20. *Access to Public Records Act Notice*

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.

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 can be disclosed. (See COMAR 21.05.08.01.) Information which is claimed to be confidential is to be identified after the Title Page and before the Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal.

1.21. Offeror Responsibilities

The selected Offerors shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under RFP Section 1.19—Minority Business Enterprise.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to references and financial reports, 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 that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment B of this RFP.

1.22. Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the State Contract (Attachment C). Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal; exceptions to the required format, terms and conditions of Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information. A proposal that takes exception to these terms may be rejected.

1.23. Bid/Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment D of this RFP.

1.24. Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment E of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

1.25. Arrearages

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

1.26. Procurement Method

This Contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27. Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West

Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28. *False Statements*

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows. In connection with a procurement contract, a person may not willfully:

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

A person may not aid or conspire with another person to commit an act under subsection (a) of this section. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.29. *Non-Visual Access*

The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) shall present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access shall not increase the cost of the information technology by more than five percent. For purposes of this regulation, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.30. *Use of "E-Maryland Marketplace"*

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the SBE website (www.elections.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM. In order to receive a contract award, a vendor must be registered on eMM. eMM registration is made through the eMM website at www.eMarylandMarketplace.com.

1.31. *Payments by Electronic Transfer*

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The

selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment F. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can also be downloaded at:

http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

1.32. *Living Wage*

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment G entitled "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (see Attachment H), the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50 percent or more of the total value of the Contract are performed in the Tier 1 Area. If State contract services valued at 50 percent or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. 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. 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) shall assign the tier based upon where the recipients of the services are located. The contract resulting from this solicitation has been determined to be a Tier 1 contract.

1.33. *Non-Disclosure Agreement*

The successful Offeror awarded a Contract will have access to certain documents and materials as may be required to fulfill the requirements of the RFP. The Contractors, employees and agents who require access to such documents as part of their contractual duties will be required to sign a Non-Disclosure Agreement.

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror (Contractor) shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment I of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

1.34. *Contract Extended to Include Other Non-State of Maryland Governments or Agencies*

For the purposes of an information technology or telecommunications procurements, pursuant to §3702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-State of Maryland governments or agencies may purchase from the Contractor goods or services covered by this contract at the same

prices chargeable to the State. All such purchases by non-State of Maryland governments or agencies:

- Shall constitute contracts between the Contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Contractor and the purchaser.

Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

1.35. Mercury and Products that Contain Mercury

The State is required by COMAR 21.11.07.07 to give a preference to procuring products and equipment that are mercury-free. The price preference is .1 percent (.001) of the price for equipment offered in response to RFP Section 3.1. If mercury-free products and equipment that meet the product performance requirements in this RFP are not commercially available, the State shall give the same preference specified above to products containing the least amount of mercury necessary to meet performance requirements. The State requires a completed Mercury Affidavit (Attachment J) to be submitted with each technical proposal to determine mercury content in products proposed. Because of the variety of products that may be offered in response to this RFP, an Offeror can attach a list of products to the Mercury Affidavit as needed.

1.36. Performance Measurements

It is critical to the success of the State's election processes that services are provided in a timely manner and that the Contractor operates in an extremely reliable manner. The State and the Contractor, therefore, presume that in the event of certain such delays or failures, the amount of damage which will be sustained from a failure to perform to certain standards will be the amounts set forth in Attachment M – Performance Guarantees, as applicable; and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as damages and not as a penalty. The State, at its option for any amount due the State as damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

1.37. News Releases and Publicity

News releases related to this RFP or any subsequent project will not be made without prior approval of the Procurement Officer designated by the State or the State Board of Elections Administrator or her designee.

1.38. Bankruptcy

Any Offeror who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offeror under Federal Bankruptcy Law or any State insolvency law, may be deemed non-responsive.

1.39. Prompt Pay Directive

- 1.39.1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.39.1.1. Not process further payments to the contractor until payment to the subcontractor is verified;
 - 1.39.1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - 1.39.1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.39.1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 1.39.1.5. Take other or further actions as appropriate to resolve the withheld payment.
- 1.39.2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 1.39.3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 1.39.3.1. Affect the rights of the contracting parties under any other provision of law;
 - 1.39.3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 1.39.3.3. Result in liability against or prejudice the rights of the Agency.
- 1.39.4. 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 Minority Business Enterprise program.
- 1.39.5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 1.39.5.1. 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.
 - 1.39.5.2. This verification may include, as appropriate:
 - 1.39.5.2.1. Inspecting any relevant records of the contractor;
 - 1.39.5.2.2. Inspecting the jobsite; and
 - 1.39.5.2.3. Interviewing subcontractors and workers.
 - 1.39.5.2.4. Verification shall include a review of:
 - 1.39.5.2.4.1. The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 1.39.5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments, received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

- 1.39.5.3. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.
- 1.39.5.4. 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.
- 1.39.6. If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - 1.39.6.1. Terminate the contract;
 - 1.39.6.2. Refer the matter to the Office of the Attorney General for appropriate action; or
 - 1.39.6.3. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- 1.39.7. 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.

Section 2. Statement of Work

2.1. Purpose of Solicitation

This RFP seeks a Contractor with proven information technology and business project management expertise, including human resource management, master project scheduling, and coordination of vendor services, to provide a strong team to perform the following tasks:

- 2.1.1. Assistance with all aspects of the statewide implementation of a new optical scan voting system;
- 2.1.2. Assistance with the creation of an interface between the new optical scan voting equipment and the existing touch screen voting system; and
- 2.1.3. Providing support and resources to SBE and local boards of elections during all phases of each election (including early voting) occurring during the contract period.

2.2. Implementation Services

- 2.2.1. Generally - The Contractor shall be responsible for providing support and resources necessary to support all aspects of the implementation of the new voting system.
- 2.2.2. Acceptance Testing
 - 2.2.2.1. Upon receipt of new voting equipment, SBE performs acceptance testing to:
 - 2.2.2.1.1. Ensure that the equipment is free of manufacturer defects;
 - 2.2.2.1.2. Confirm that the model and software version of the equipment meets the requirements of the contract; and
 - 2.2.2.1.3. Confirm that the equipment functions as required.
 - 2.2.2.2. In support of this task, the Contractor shall:
 - 2.2.2.2.1. Assist with the creation of the test plans;
 - 2.2.2.2.2. Provide staff resources to assist SBE and LBE staff in executing the test plans; and
 - 2.2.2.2.3. Coordinate all scheduling necessary to complete the acceptance testing requirements.
- 2.2.3. Inventory Management - The Contractor shall assist with the inventory management of all voting system equipment, including:
 - 2.2.3.1. Tagging and entering new equipment into SBE's inventory system; and
 - 2.2.3.2. Tracking equipment sent for maintenance and repair.
- 2.2.4. Documentation
 - 2.2.4.1. As described in Appendix A—Documentation and Plans, the Contractor shall provide or assist SBE in the development of, within the required timeframes, the following documentation and project management plans that include:
 - 2.2.4.1.1. Implementation Plan;
 - 2.2.4.1.2. Scope Management Plan;
 - 2.2.4.1.3. Schedule Management Plan;
 - 2.2.4.1.4. Project Schedule;
 - 2.2.4.1.5. Risk Management Plan;
 - 2.2.4.1.6. Quality Management Plan;
 - 2.2.4.1.7. Training Plan;
 - 2.2.4.1.8. Communications Management Plan;
 - 2.2.4.1.9. Staffing Management Plan;

- 2.2.4.1.10. Conducting the Election (CTE) Guide;
- 2.2.4.1.11. Recount Guide;
- 2.2.4.1.12. Pollworkers' Manual;
- 2.2.4.1.13. Post-Election Maintenance Plan;
- 2.2.4.1.14. Voting System Repair Plan
- 2.2.4.1.15. Acceptance and Testing Plan;
- 2.2.4.1.16. Power Management Plan;
- 2.2.4.1.17. Transportation Plan;
- 2.2.4.1.18. Voting System Upgrade Plan (when applicable);
- 2.2.4.1.19. Site Surveys; and
- 2.2.4.1.20. Election Support Deployment Manual.
- 2.2.4.2. Documentation Quality - All plans and documentation submitted by the Contractor shall be:
 - 2.2.4.2.1. Accurate, complete, and grammatically correct;
 - 2.2.4.2.2. Concise, logically set out, and easily understood by the intended user;
 - 2.2.4.2.3. Written using Maryland elections terminology and reflecting a knowledge of Maryland election administration procedures;
 - 2.2.4.2.4. Where appropriate, written using illustrations, screenshots, and other visual aids;
 - 2.2.4.2.5. Where appropriate, written in a manner that is consistent both in style and formatting with documentation currently maintained and used by SBE; and
 - 2.2.4.2.6. Submitted in Microsoft Word (.doc) or Excel (.xls), [2003 or higher versions] unless another software format has been approved by SBE's Contract Manager.
- 2.2.4.3. The Contractor shall be prepared to:
 - 2.2.4.3.1. Update all required documentation as needed to reflect changes in the voting system; and
 - 2.2.4.3.2. Assist, upon SBE's request, in the development and maintenance of any other voting system related documentation.
- 2.2.4.4. All documentation produced or customized for SBE by the Contractor, shall be the property of SBE. The Contractor waives any copyright interest in any such documentation.
- 2.2.5. Training of Election Workers - The Contractor shall coordinate comprehensive training to SBE and LBEs on all voting system functionality.
- 2.2.6. Training of Pollworkers - The Contractor shall:
 - 2.2.6.1. Provide assistance with pre-election training of pollworkers throughout the duration of the contract, including:
 - 2.2.6.1.1. Supporting the LBEs during pollworker training; and
 - 2.2.6.1.2. Conducting the relevant portions of the pollworker training;
 - 2.2.6.2. Develop and submit to SBE for approval a script for a pollworkers' training video, produce video, and distribute to LBEs; and
 - 2.2.6.3. As requested by SBE, perform quality assurance audits on the required trainings and provide to SBE written reports on the results of the audit.
- 2.2.7. Interface Development and Enhancements
The Contractor shall provide assistance with enhancing and developing necessary interfaces between election technology systems.

- 2.2.8. Voting System Voter Outreach and Education (Appendix B) - In order to educate voters how to use the voting system, the Contractor shall:
 - 2.2.8.1. Conduct a multilingual (English and any language required by Section 2.03 of the Voting Rights Act of 1965) voter outreach and education program that includes¹:
 - 2.2.8.1.1. Voter outreach events where voters are educated about how to vote on the voting system, including how to use the touchscreen voting unit with the assistive devices;
 - 2.2.8.1.2. Television and radio advertising;
 - 2.2.8.1.3. Public service announcements;
 - 2.2.8.1.4. Billboard, mass transit (e.g., bus shelters and mass transit vehicles), and shopping mall advertising;
 - 2.2.8.1.5. A brochure explaining how to vote on the voting system and its benefits;
 - 2.2.8.1.6. A display poster for use at voter outreach events;
 - 2.2.8.1.7. An automatically repeating voter instruction video explaining how to vote on the voting system and its benefits; and
 - 2.2.8.1.8. Web-based information and instructions;
 - 2.2.8.2. Perform the following tasks to conduct the program:
 - 2.2.8.2.1. Develop scripts for:
 - 2.2.8.2.1.1. A 30-second television advertisement;
 - 2.2.8.2.1.2. A 30-second radio advertisement;
 - 2.2.8.2.1.3. A 30-60 second public service announcements for television;
 - 2.2.8.2.1.4. A 30-60 second public service announcement for radio; and
 - 2.2.8.2.1.5. A 10-minute voter instruction video;
 - 2.2.8.2.2. Develop a uniform advertising message for billboard, mass transit, and shopping mall advertising;
 - 2.2.8.2.3. Design a tri-fold color brochure;
 - 2.2.8.2.4. Design and print a display as documented in Appendix B;
 - 2.2.8.2.5. Develop a demonstration ballot and an audio version of the demonstration ballot for use during voter outreach events;
 - 2.2.8.2.6. Identify and hire talent and produce television and radio advertisements, public service announcements, and voter instruction video;
 - 2.2.8.2.7. Purchase advertising (whether air time or message space) and distribute advertisements and public service announcement to advertisers;
 - 2.2.8.2.8. Duplicate television and radio advertisements and voter instruction video and distribute to the LBEs;
 - 2.2.8.2.9. Develop a curriculum for training voter outreach event facilitators and any corresponding training materials;
 - 2.2.8.2.10. Train voter outreach event facilitators on how to conduct a voter outreach event;
 - 2.2.8.2.11. Provide all television advertisements and other instructional videos in closed captioning; and

¹ Currently, Spanish is the only additional language that meets the threshold under section 2.03 under the Voting Rights Act of 1965.

- 2.2.8.2.12. Conduct training for LBEs on how to best conduct a voter outreach event using the voting system.
 - 2.2.8.2.13. Ensure the availability and use of voting equipment, demonstration ballots, and any other ancillary equipment for the devices needed to educate voters on the voting system, provided that:
 - 2.2.8.2.13.1. Such equipment is identical in all ways to the equipment used at polling places; and
 - 2.2.8.2.13.2. Any variances in software, hardware, or firmware from that used at polling places shall be approved in advance by SBE;
 - 2.2.8.2.14. Provide audio speaker equipment to demonstrate the accessible voting equipment in large group demonstrations;
 - 2.2.8.2.15. Provide voter outreach event facilitators to conduct voter outreach events, including:
 - 2.2.8.2.15.1. Facilitators fluent in Spanish for Montgomery and Prince George’s Counties; and
 - 2.2.8.2.15.2. Bilingual facilitators when required by Section 2.03 of the Voting Rights Act of 1965;
 - 2.2.8.2.16. Submit to SBE for approval all scripts, advertising messages, brochures, and other documents listed above;
 - 2.2.8.2.17. Use only SBE-approved materials in the voter outreach and education program;
 - 2.2.8.2.18. Perform quality assurance audits on the voter outreach events and provide to SBE written reports on the results of the audit;
 - 2.2.8.2.19. Be capable of providing audio and video voter instructions in a different media formats, including a file format that SBE can provide to the public on its website;
 - 2.2.8.2.20. Create all written advertisements and brochures in InDesign software; and
 - 2.2.8.2.21. Conduct the voter outreach and education program according to the Voter Outreach Strategy Document in Appendix B — Voter Outreach and Education.
- 2.2.8.3. Early Voting Public Information - In addition to the voting system voter outreach and education requirements established in Section 2.2.8, the vendor shall also be responsible for assisting with a separate voter outreach campaign to inform voters about early voting, by:
- 2.2.8.3.1. Creating public service media announcements that can be used to inform the public about the dates, times, and locations of early voting;
 - 2.2.8.3.2. As required, assisting local election boards send mailings to all voters to inform them about the dates, times and locations of early voting; and
 - 2.2.8.3.3. Providing other appropriate strategies for informing the public about the dates, times, and locations of early voting early voting.
- 2.2.9. Touchscreen Disposal
The Contractor shall assist with the project planning for and actual execution of (not including physical disposal) the disposal of surplus touchscreen voting equipment.

2.2.10. Implementation

- 2.2.10.1. Except as provided in Section 2.2.10.2, implementation tasks in this section are one time, limited duration tasks. Generally, the implementation period will end at the conclusion of the 2010 Gubernatorial Election (including the post-election canvass), however, certain tasks, such as touchscreen disposal (Section 2.2.9) and acceptance testing (Section 2.2.2) will be of a shorter duration. Staffing resources provided by the Contractor to perform or assist in the performance of implementation tasks will be released after completion of the tasks.
- 2.2.10.2. After the initial implementation, it is likely that the Contractor will have to undertake another implementation project to replace the touchscreen voting equipment with ballot marking devices. HB 893 (Chapter 428, of 2009) requires SBE to implement ballot marking devices within 2 years after a determination is made that one has been certified by the EAC and is commercially available. Accordingly, applicable implementation tasks in Section 2.2 will need to be conducted by the Contractor in the event that a new ballot marking device is procured, certified, and implemented.

2.3. *Voting System and Election Support*

- 2.3.1. Overview - The Contractor shall provide services for the support of all voting system tasks necessary to conduct Maryland Elections.
- 2.3.2. Pre-election - The Contractor shall:
 - 2.3.2.1. Provide technical assistance and staffing support necessary to conduct Logic and Accuracy testing on all components of the voting system;
 - 2.3.2.2. Provide technical and project management support at SBE and the local board offices as they prepare for the election;
 - 2.3.2.3. Deliver voting system equipment to early voting centers and election day polling places (pursuant to Section 2.3.7) and provide resources to set-up the voting system at the time required by the LBE.
- 2.3.3. Early Voting - The Contractor shall provide assistance necessary to:
 - 2.3.3.1. Establish network communications for electronic pollbooks during early voting;
 - 2.3.3.2. Implement ballot on demand for use during early voting; and
 - 2.3.3.3. To provide daily technical support for each early voting center.
- 2.3.4. Early Voting and Election Day Operations
 - 2.3.4.1. Help Desk - During early voting and election day, beginning two hours before the polls open through two hours after the polls close, the Contractor shall staff a help desk for the purpose of:
 - 2.3.4.1.1. Answering technical questions from technicians, election judges, and election officials;
 - 2.3.4.1.2. Tracking issues reported and providing periodic updates to SBE stakeholders in an SBE approved format; and
 - 2.3.4.1.3. Directing resources to locations when necessary to resolve problems.
 - 2.3.4.2. Election Support Staff
During early voting and on election day, the Contractor shall assign election support staff who are trained and capable of troubleshooting problems with equipment and answering questions of election judges and local election officials. SBE shall determine the number of election support staff.

- 2.3.5. Post election - After each election the Contractor shall provide:
 - 2.3.5.1. Early voting center and polling place closing assistance including preparing voting equipment for return shipment to the local board warehouse.
 - 2.3.5.2. Logistical assistance for the local boards in carrying out election night operations;
 - 2.3.5.3. Technical support for local election officials as they conduct all phases of the canvass of the election results to include the absentee and provisional canvasses; and
 - 2.3.5.4. Technical support and guidance to local election officials as they conduct post election equipment maintenance.
- 2.3.6. Non-Election Period - During a non-election period, the Contractor shall provide assistance as necessary to State and local election officials for the following:
 - 2.3.6.1. Planning for upcoming elections;
 - 2.3.6.2. Conducting proactive maintenance on voting system equipment; and
 - 2.3.6.3. Assisting with SBE required projects or audits.
- 2.3.7. Transportation - The Contractor shall be responsible for:
 - 2.3.7.1. Coordination and delivery of the voting system from the SBE warehouse to the 24 local board warehouses following the completion of the initial acceptance testing during the implementation phase (see Section 2.2.2);
 - 2.3.7.2. Coordination and delivery of all voting system equipment and supplies to and from the early voting centers and polling places and for each election;
 - 2.3.7.3. Ensure that all transportation functions are handled professionally and follow the requirements as set forth by the voting system hardware vendors;
 - 2.3.7.4. Performing quality assurance audits on the transportation of the voting system and provide to SBE documented audit reports; and
 - 2.3.7.5. Performing this task consistent with the Transportation Plan required under Section 2.2.4.1.16 of this RFP and SBE security protocols (Appendix F).
- 2.3.8. Inventory Management - The Contractor shall assist with the inventory management of all voting system equipment, including:
 - 2.3.8.1. Tagging and entering new equipment into SBE's inventory system; and
 - 2.3.8.2. Tracking equipment sent for maintenance and repair.

2.4. *Project Management*

2.4.1. Project Approach

The Contractor shall manage the project pursuant to Project Management Institute's (PMI) project management principles and the State of Maryland System Development Life Cycle (SDLC) methodology (visit <http://doit.maryland.gov/policies/Pages/sdlc.aspx> for more information).

2.4.2. Project Management Team

The Contractor shall generally be responsible for:

- 2.4.2.1. Providing a Project Management Team to deliver the services and support required throughout the term of the contract²;
- 2.4.2.2. Maintaining the Project Management Team in a facility located no more than 20 miles from 151 West Street, Annapolis, Maryland and on the

² While support for municipal elections is not included in this Contract, the Contractor, when requested, is expected to enter into separate contracts with those municipalities using the State's voting system.

- western side of the Chesapeake Bay for the entire term of the awarded contract;
- 2.4.2.3. Providing for the appearance of the Contractor's personnel before any executive, legislative, or judicial body as requested by the State Administrator or that body;
- 2.4.2.4. Working with a User Group Committee comprised of representatives from SBE and the LBEs that will serve as an organizational structure to enable the effective management of the new voting system delivery, implementation, and ongoing support including providing input, analysis, resolution support, and approval of services and documentation delivery;
- 2.4.2.5. Creating, implementing and maintaining the project management plan that delineate how the Contractor will accomplish the tasks assigned to it under this solicitation. These plans will be incorporated into the SBE overall project plans for voting systems management;
- 2.4.2.6. Providing documentation required under this solicitation including applicable SDLC documents; and
- 2.4.2.7. Providing ongoing support with all facets of conducting the election using SBE's voting system.
- 2.4.3. Key Personnel - For all Key Personnel assigned to this project, the Contractor shall:
 - 2.4.3.1. Provide one individual for each key personnel position unless an individual is approved by SBE in multiple skill categories;
 - 2.4.3.2. Certify that all key personnel meet the qualifications identified in this RFP;
 - 2.4.3.3. Provide that each individual who is accepted as key personnel is available throughout the duration of their assignment, except if:
 - 2.4.3.3.1. The individual is no longer available due to resignation, illness, death, or emergency disciplinary termination;
 - 2.4.3.3.2. SBE determines that a temporary absence (10 business days or more) constitutes a vacancy;
 - 2.4.3.3.3. SBE directs the Contractor to remove an individual from the project; or
 - 2.4.3.3.4. Any other reason, if approved by SBE;
 - 2.4.3.4. Have key personnel available when necessary to meet the requirements of the project;
 - 2.4.3.5. For the duration of the contract, not assign key personnel to other Contractor projects in any manner that results in a conflict in their ability to meet the requirements of this project;
 - 2.4.3.6. Not bill the SBE for any personnel hours worked on other projects/contracts;
 - 2.4.3.7. In the case where a vacancy in a key personnel position occurs, submit written notice of the vacancy within two (2) business days of its occurrence and at least 15 days in advance of the substitution for that vacancy to include:
 - 2.4.3.7.1. A proposed substitute for the position, and
 - 2.4.3.7.2. Documentation demonstrating that the proposed substitute has qualifications that are at least equivalent to those of his or her predecessor;
 - 2.4.3.8. Allow SBE to interview and accept, in writing, any proposed substitute for key personnel;
 - 2.4.3.9. Provide the following key personnel that meet the specifications described in Appendix C – Key Personnel to include:

- 2.4.3.9.1. Project Manager;
- 2.4.3.9.2. Elections Subject Matter Expert;
- 2.4.3.9.3. Public Relations and Voter Outreach Coordinator;
- 2.4.3.9.4. Quality Manager;
- 2.4.3.9.5. Training Coordinator; and
- 2.4.3.9.6. Documentation Specialist.
- 2.4.3.10. Provide, as needed and requested, temporary personnel to assist with other functions including, but not limited to:
 - 2.4.3.10.1. Training;
 - 2.4.3.10.2. Testing;
 - 2.4.3.10.3. Upgrades to hardware or software;
 - 2.4.3.10.4. Voter Outreach;
 - 2.4.3.10.5. Technical Writing; and
 - 2.4.3.10.6. Transportation and Logistics.
- 2.4.4. Election Support Personnel - The Contractor shall:
 - 2.4.4.1. Provide the following election support personnel:
 - 2.4.4.1.1. Six Regional Managers; and
 - 2.4.4.1.2. Temporary LBE Support Technicians (one for each of the 24 LBEs); and
 - 2.4.4.1.3. Temporary Election Support Staff (varies based on election and identified needs).
 - 2.4.4.2. Using Contractor designed and SBE approved curriculum, train all election support personnel required under 2.4.1 for all activities related to that individual's duties and responsibilities;
 - 2.4.4.3. Require all individuals providing technical support and assistance under the contract to:
 - 2.4.4.3.1. Be trained and experienced in the use, preparation, maintenance and, when appropriate and authorized by the SBE, to repair voting system equipment;
 - 2.4.4.3.2. Have reliable, dedicated transportation necessary to meet the demands of their assignments; and
 - 2.4.4.3.3. Have cellular telephones or other means of real-time communications to respond to requests for assistance.
 - 2.4.4.4. Regional Managers
 - 2.4.4.4.1. The Contractor shall hire, for the duration of the contract, six full time permanent individuals who have been interviewed and approved by SBE to serve as regional managers.
 - 2.4.4.4.2. The regional managers shall:
 - 2.4.4.4.2.1. Be assigned to specific geographic regions (covering multiple counties) defined by SBE.
 - 2.4.4.4.2.2. Provide on-site technical and election support to the LBEs throughout all phases of the election; and
 - 2.4.4.4.2.3. Support, as necessary, statewide projects;
 - 2.4.4.4.3. The types of support provided by the regional managers shall include:
 - 2.4.4.4.3.1. Logic and Accuracy for voting system equipment;
 - 2.4.4.4.3.2. Early voting and election day support;
 - 2.4.4.4.3.3. Support throughout all phases of canvassing;
 - 2.4.4.4.3.4. Post-election maintenance;

- 2.4.4.4.3.5. Inventory management; and
- 2.4.4.4.3.6. Delivery of other services and support required throughout the term of the contract.
- 2.4.4.5. Temporary LBE Support Technicians and Temporary Election Specific Support Staff
 - 2.4.4.5.1. In general, the Contractor shall:
 - 2.4.4.5.1.1. Establish and submit to SBE for approval, at least four weeks prior to hiring temporary LBE Support Technicians and Temporary Election Specific Support Staff, the minimum qualifications for each position; and
 - 2.4.4.5.1.2. Require all staff to submit required forms (Appendix D-1 through D-3) to allow SBE to obtain a criminal history background check at least 2 weeks prior to the beginning of their assignment at an LBE;
 - 2.4.4.5.1.3. Take photographs of all persons hired to assist in any manner with the election (Photos will be used to create identification badges that must be worn at all times while temporary personnel are assigned to this project. Upon completion of the assignment, all badges must be returned.); and
 - 2.4.4.5.1.4. Hire only individuals who meet or exceed the approved minimum qualifications.
 - 2.4.4.5.2. LBE Support Technicians - The Contractor shall, beginning approximately eight weeks before, through two weeks after each election, provide one individual to each 24 LBEs to perform the following types of support:
 - 2.4.4.5.2.1. Provide technical assistance to the LBE;
 - 2.4.4.5.2.2. Serve as the liaison between the election judges, the LBE, the statewide help desk, and others in order to resolve issues and troubleshoot problems;
 - 2.4.4.5.2.3. Provide required incident documentation; and
 - 2.4.4.5.2.4. Generally complete tasks assigned by the Contractor or the SBE Voting System Project Manager that are necessary to meet the requirements of this solicitation.
 - 2.4.4.5.3. Temporary Election Support Staff – The election support staff provided by the Contractor shall:
 - 2.4.4.5.3.1. Support election judges at the assigned early voting centers and polling places for established tasks and activities;
 - 2.4.4.5.3.2. Serve as the liaison between the election judges, the LBE, the statewide help desk, and others in order to resolve issues and troubleshoot problems;
 - 2.4.4.5.3.3. Attend a one-time meeting the assigned LBE Election Director for assignments, requirements,

- and establish/communicate expectations to assigned staff;
 - 2.4.4.5.3.4. When requested, meet with Chief Judges for the assigned early voting center and polling places prior to early voting and election day;
 - 2.4.4.5.3.5. Provide required incident documentation using an approved SBE format; and
 - 2.4.4.5.3.6. Complete tasks assigned by the Contractor or SBE Voting System Project Manager that are necessary to meet the requirements of this solicitation.
- 2.4.5. Schedule of Deliverables
 - 2.4.5.1. The Contractor is responsible for:
 - 2.4.5.1.1. Providing a proposed deliverable schedule, in the same format and based on the SBE draft deliverable schedule, that provides the Contractors recommendations for the schedule of deliverables;
 - 2.4.5.1.2. Meeting deliverable requirements established in this solicitation;
 - 2.4.5.1.3. Meeting implementation phase deliverable requirements as established in Appendix E—Implementation Schedule of Deliverables; and
 - 2.4.5.1.4. Meeting operations and maintenance phase deliverable requirements as established in Appendix E (which shall be incorporated into the Contractor’s Project Management Plan schedule).
 - 2.4.5.2. There may be time-of-day or day-of-week requirements or restrictions placed upon Contractor’s performance as it relates to delivery of required services in certain jurisdictions.

2.5. Requirements for Delivering and Acceptance

- 2.5.1. Delivery of Documents - The Contractor shall deliver to SBE’s Contract Manager one hardcopy and one electronic copy of each required document.
- 2.5.2. Acceptance of Documents - The Contractor shall provide SBE 20 business days to review each document required under this contract.
- 2.5.3. Delivery of Services – For service related deliverables other than documents, the Contractor shall, within five business days after the completion of the required service, submit to SBE’s Contract Manager a deliverable report that includes:
 - 2.5.3.1. Summary of how the services were provided;
 - 2.5.3.2. Time sheets of employees who provided the services;
 - 2.5.3.3. Copy of any invoice the Contractor received from a subcontractor delivering a service; and
 - 2.5.3.4. The date of completion of the service.
- 2.5.4. Acceptance of Services – The Contractor shall:
 - 2.5.4.1. Give SBE 20 business days to review and approve each deliverable report; and
 - 2.5.4.2. Provide any additional information necessary for SBE to give approval of the deliverable report.
- 2.5.5. Unaccepted Deliverables - In general, the Contractor shall:

- 2.5.5.1. Be responsible for meeting all deadlines established in the Project Management Plan developed by the Contractor;
- 2.5.5.2. Make corrections or modifications to a deliverable if SBE's Contract Manager determines that corrections or modifications are necessary;
- 2.5.5.3. Not unreasonably withhold such corrections or modifications;
- 2.5.5.4. Agree that SBE may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract; and
- 2.5.5.5. Agree that SBE may subject the Contractor's work to inspection, evaluation, and approval.
- 2.5.6. Unaccepted Documents - The Contractor agrees that SBE will not accept a document if SBE determines that it does not meet the requirements established under Section 2.2.4.2 and the requirements of the project management plan.
- 2.5.7. Unaccepted Service - The Contractor agrees that SBE will not accept services if SBE determines that it does not meet the requirements of the project management plan or any other plan specifying the delivery of services.

2.6. *Contract Management*

- 2.6.1. The Contractor's Project Manager shall attend meetings on a weekly basis throughout the performance of the contract. The Project Manager and SBE Contract Manager will determine the schedule and content of these meetings jointly.
- 2.6.2. The Contractor shall provide, in an approved SBE format, the following management reports to the SBE Contract Manager:
 - 2.6.2.1. Weekly status report showing activities that are complete, in progress, and expected to begin in the following reporting period. The status report shall include but is not limited to:
 - 2.6.2.1.1. Issues needing resolution to remain on schedule;
 - 2.6.2.1.2. Percentage of task completion;
 - 2.6.2.2. Weekly time reports, in an approved SBE format, for each resource required under the contract that performed any level of activity during the reporting period; and
 - 2.6.2.3. Periodically upon request, financial reports that provide an accounting of costs.

2.7. *Termination and Damages*

- 2.7.1. Material failure of the Contractor to meet the obligations established in this contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek consequential damages.
- 2.7.2. Unless noted otherwise, the Contractor shall be liable for damages caused by failure to satisfactorily meet the obligations established in this contract. Damages may include the cost of independent contractors needed to diagnose problems and oversee mitigations and any other associated costs.
- 2.7.3. The Contractor shall be liable for damages caused by failure to deliver equipment as established in the contract. Damages may include costs associated with the late delivery of required services or services SBE or another vendor has to perform due to the Contractor's failure.
- 2.7.4. If the Contractor submits documentation that does not meet the requirements in Section 2.2.4.2 and is deemed unaccepted by SBE, the Contractor shall be liable for any damages incurred due to the unaccepted deliverable.

2.7.5. SBE will be entitled to retain 5 percent of the amount of each Contractor invoice on a cumulative basis until SBE has completed the Contractor Performance Evaluation. If the Contractor receives a satisfactory evaluation, the full-retained amount will be paid over to the Contractor. Retainage will then commence again for services performed by the Contractor until the next Performance Evaluation period has ended.

2.8. *Insurance Requirements*

2.8.1. The Contractor shall:

2.8.1.1. Obtain insurance policies from a company licensed to do business in the State of Maryland;

2.8.1.2. Maintain insurance policies for general liability insurance that is of the proper type and of sufficient coverage that the State or local jurisdiction, their officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

2.8.1.3. Name SBE as an additional named insured on the policies of all casualty, liability, and other types of insurance evidencing this coverage; and

2.8.1.4. Provide current certificates of insurance evidencing this coverage no later than five business days of receipt of the Notice to Proceed and through the duration of the contract.

Section 3. Proposal Format and Required Submissions

3.1. Two Part Submission

- 3.1.1. The Offeror shall submit a proposal in two separate volumes:
 - 3.1.1.1. Volume I – TECHNICAL PROPOSAL
 - 3.1.1.2. Volume II – FINANCIAL PROPOSAL

3.2. Proposal Preparation and Submission

- 3.2.1. Volume I – Technical Proposal shall be sealed separately from Volume II – Financial Proposal, but be submitted simultaneously to the Procurement Officer (address listed in Section 1.6 of this RFP);
- 3.2.2. An unbound original, so identified and marked, and five copies of each volume are to be submitted. An electronic version of both the Volume I – Technical Proposal in MS Word format and the Volume II – Financial Proposal in MS Excel format (Attachment N) shall also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3. Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.3. Submission of Proposal

- 3.3.1. Each proposal shall be submitted by [date] to SBE’s Procurement Officer
- 3.3.2. A proposal shall consist of two volumes:
 - 3.3.2.1. One volume shall be “Volume I – Technical Proposal” and shall include one, unbound original and five copies of the information described in Parts 2 and 3 of this section of the solicitation;
 - 3.3.2.2. One volume shall be “Volume II – Financial Proposal” and shall include one, unbound original and five copies of the pricing information for the proposed uniform voting system described in the Technical Proposal submitted in response to this solicitation; and
- 3.3.3. The Proposal Transmittal Form (Appendix L) shall accompany the proposal. The purpose of this form is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal form shall follow the required format, provide the required information, and be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal form is needed and it does not need to be bound with the proposals.
- 3.3.4. Each volume shall:
 - 3.3.4.1. Be sealed separately from the other volume;
 - 3.3.4.2. Have on the outside of the package the following information:
 - 3.3.4.2.1. Solicitation title and number;
 - 3.3.4.2.2. Name and address of Offeror;
 - 3.3.4.2.3. Volume number and title (I – Technical Proposal or II – Financial Proposal);
 - 3.3.4.2.4. Closing date and time for receipt of the proposal ; and
 - 3.3.4.2.5. Have consecutively numbered pages.

3.4. Volume I – Technical Proposal – Required Contents

- 3.4.1. Introductory Information - The Offeror shall provide:

- 3.4.1.1. A Title Page and Table of Contents;
- 3.4.1.2. A Declaration of Confidential Sections (if any). **Note: Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.;**
- 3.4.1.3. An Executive Summary that highlights the contents of Volume I;
- 3.4.1.4. A list of any exceptions the Offeror has taken to the requirements of this solicitation, contract, or other Appendixes as follows:
 - 3.4.1.4.1. Technical Exceptions – describe any technical gaps or unclear specifications in the RFP; and
 - 3.4.1.4.2. Administrative Exceptions – describe exceptions to the solicitation process or procedures described in the RFP.
 - 3.4.1.4.3. Acknowledgment that any exceptions to the requirements may result in the proposal being deemed unacceptable or not reasonably susceptible of being selected for an award.
- 3.4.2. Company Information and Experience – The Offeror shall include:
 - 3.4.2.1. A description of the ownership of the company (e.g. public, partnership, subsidiary) and if a subsidiary, the name of the parent;
 - 3.4.2.2. The date the company was formed;
 - 3.4.2.3. An organizational chart of the company showing all major divisions within the company;
 - 3.4.2.4. Information regarding which division will perform the requirements of this contract;
 - 3.4.2.5. Where the management of this contract will fall within the organization structure;
 - 3.4.2.6. A description of the corporate resources that will be available to support this contract in both primary and secondary, or back-up, roles;
 - 3.4.2.7. Where the Offeror is headquartered;
 - 3.4.2.8. How many full-time employees the Offeror and/or part-time employees that it will make available during peak election periods; and
 - 3.4.2.9. Relevant certifications achieved by the Offeror.
- 3.4.3. Experience – The Offeror shall provide an overview of its experience similar to those included in this solicitation, including:
 - 3.4.3.1. A summary of the services offered;
 - 3.4.3.2. The number of years the Offeror has provided such services;
 - 3.4.3.3. The number of clients and geographic locations the Offeror currently serves;
 - 3.4.3.4. If the Offeror does not have direct experience, documentation that demonstrates its ability to fulfill the requirements of this RFP through the use of experienced subcontractors; and
 - 3.4.3.5. A list of actual elections (not mock or test elections) conducted using Offeror's services, including the date, location, size, magnitude, and analysis of those elections.
- 3.4.4. Customer References – The Offeror shall provide three references of customers using the proposed voting system. For each customer serving as a reference, the Offeror shall provide the following information:

- 3.4.4.1. Name of the customer's organization;
- 3.4.4.2. Name, title, and telephone number of a point of contact for the customer;
- 3.4.4.3. Value, type, and duration of the contract supporting the customer;
- 3.4.4.4. A description of the services provided, scope and dates of the contract, geographic area being supported, size of jurisdiction by number of registered voters and number of polling places, performance objectives being satisfied, and improvements made to the customer's systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels); and
- 3.4.4.5. If the reference is no longer a customer, an explanation as to why the Offeror is not providing those services to the customer.
- 3.4.5. Financial Capabilities – The Offeror shall provide the following information for the Offeror, any parent organization, and any proposed subcontractor:
 - 3.4.5.1. Profit and loss statements and balance sheets for the last two years;
 - 3.4.5.2. A copy of current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
 - 3.4.5.2.1. Carrier (name and address);
 - 3.4.5.2.2. Type of insurance;
 - 3.4.5.2.3. Amount of coverage;
 - 3.4.5.2.4. Period covered by insurance; and
 - 3.4.5.2.5. Exclusions; and
 - 3.4.5.3. Line of credit/Dunn & Bradstreet rating.
- 3.4.6. Legal or De-Certification Actions Summary – The Offeror shall provide the following information:
 - 3.4.6.1. A brief description of any outstanding legal actions or potential claims against the Offeror, parent organization, or subcontractor; and
 - 3.4.6.2. A brief description of any settled or closed legal actions or claims against the Offeror, parent organization, or subcontractor.
- 3.4.7. Contracting and Subcontracting – The Offeror shall submit in its proposal:
 - 3.4.7.1. A sample contract or the proposed contracting terms for this contract;
 - 3.4.7.2. A sample subcontractor agreement; and
 - 3.4.7.3. A list of all potential subcontractors with which the Offeror intends to contract, including, business name, contact person, address, phone, and federal identification number.
- 3.4.8. Economic Benefits Factors - The Offeror shall describe the benefits that shall accrue to the State's economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP, including: (Do not include any detail of the financial value with this technical information):
 - 3.4.8.1. The estimated percentage of 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. The Offeror shall be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - 3.4.8.2. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.

- 3.4.8.3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- 3.4.8.4. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- 3.4.8.5. In addition to the factors listed above, the Offeror should explain any other economic benefit to the Department that would result from the Offeror's proposal.

NOTE: The Offeror should state its level of commitment per \$1,000 of Contract value. In other words, for each \$1,000 of Contract value, how many Maryland jobs shall be created, what Maryland tax revenue shall be generated, how much shall be paid to Maryland subcontractors, and so forth.

- 3.4.9. The Offeror shall provide an acknowledgement that it will meet the implementation service requirements of Section 2.2 of this RFP and a description of how those requirements will be met. In addition, the Offeror shall:
 - 3.4.9.1. Provide the following documentation as described in Appendix A -- Documentation:
 - 3.4.9.1.1. Preliminary Scope Statement;
 - 3.4.9.1.2. Acceptance and Testing Plan; and
 - 3.4.9.1.3. The style guide used by the Offeror in drafting documentation.
 - 3.4.9.2. In relation to the training requirements under Sections 2.2.5 and 2.2.6, provide the following in its proposal:
 - 3.4.9.2.1. A description of its training philosophies;
 - 3.4.9.2.2. A description of prior voting system training efforts for local election officials and poll workers; and
 - 3.4.9.2.3. Sample materials (e.g., sample curricula, materials, and videos).
 - 3.4.9.3. In relation to the voter outreach and education requirements under Section 2.2.8, provide the following in its proposal:
 - 3.4.9.3.1. Sample brochures, videos, and other materials used to educate voters in other jurisdictions about the Offeror's voting system;
 - 3.4.9.3.2. A description, including specifications, of a voting device designed for demonstration purposes and an electronic ballot marking device designed for demonstration purposes; and
 - 3.4.9.3.3. A description of any additional outreach and education efforts that the Offeror would like to propose.
- 3.4.10. The Offeror shall provide an acknowledgement that it will meet the voting system and election-day support requirements of Section 2.3 and a description of how those requirements will be met. In addition, the Offeror shall in relation to the help desk requirements under Section 2.3.4.1, provide the following in its proposal:
 - 3.4.10.1.1. Helpdesk operations including any key personnel, helpdesk applications, and processes used to support an election; and
 - 3.4.10.1.2. Any additional technical support services provided to support election-day operations.
- 3.4.11. The Offeror shall provide an acknowledgement that it will meet the project management requirements of Section 2.4 and a description of how those requirements will be met. In addition, the Offeror shall provide:

- 3.4.11.1. If known, the proposed location of the PMO office required under Section 2.4.2.2;
- 3.4.11.2. A summary demonstrating the Offeror's understanding of the PMI's project management principles and standards;
- 3.4.11.3. For Key Personnel required under Section 2.4.3.9 a resume of each individual the Offeror proposes for the position and a description of why that individual meets the established criteria for that position;
- 3.4.11.4. For additional temporary personnel (Section 2.4.3.10) that the Offeror proposes for the Project Management Office:
 - 3.4.11.4.1. The number of additional full and part-time staff positions;
 - 3.4.11.4.2. The labor category of each additional staff position;
 - 3.4.11.4.3. Why the positions are necessary; and
 - 3.4.11.4.4. The duration of time, each position will be required.
- 3.4.12. The Offeror shall provide an acknowledgement that it will meet the delivery and acceptance requirements and obligations established under Section 2.5 of the RFP.
- 3.4.13. The Offeror shall provide an acknowledgement that it accepts the liabilities established under Section 2.6 of this RFP and agrees to pay any associated damages.
- 3.4.14. The Offeror shall acknowledge that it will meet the insurance requirements of Section 2.8 of this RFP and a description of how those requirements will be met, including:
 - 3.4.14.1. Evidence of sufficient current insurance that meet the requirements of Section 2.8 of this RFP or evidence of the ability to obtain such insurance within five business days of the Notice to Proceed; and
 - 3.4.14.2. An explanation as to why the Offeror's current or proposed levels of insurance are adequate.

3.5. *Volume II – Financial Proposal*

- 3.5.1. The Offeror shall propose pricing for all items listed on Attachment O--Financial Proposal Worksheet to include:
 - 3.5.1.1. Declaration of Confidential Information: Information that is claimed to be confidential is to be identified in the Financial Proposal; and
 - 3.5.1.2. Labor rates for key personnel, temporary personnel, regional managers, and temporary election specific support staff (which includes temporary LBE support technicians and election-day support staff).

Section 4. Evaluation Criteria and Selection Procedure

4.1. Evaluation Criteria

Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.

4.2. Technical Criteria

4.2.1. The criteria to be applied to each technical proposal are listed in descending order of importance and the Offeror's technical response and demonstrated ability to understand and comply with requirements set forth in Section 2.

4.2.1.1. Project Management (Section 2.4)

4.2.1.2. Implementation Services (Section 2.2)

4.2.1.3. Voting System and Election Support (Section 2.3)

4.2.1.4. Financial Capability/Stability, adequacy of insurance and escrow provision, and legal and decertification actions; and

4.2.1.5. Economic Benefit Factors.

4.3. Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment O.

4.4. 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. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, 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 residents.

4.5. Selection Process and Procedures

4.5.1. General Selection Process

4.5.1.1. The Contract shall be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

4.5.1.2. Accordingly, the SBE may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the SBE also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the SBE may determine an Offeror to be not responsible and/or not

reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.5.2. Selection Process Sequence:

4.5.2.1. The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the SBEs' requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the State.

4.5.2.2. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3. The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions

4.5.2.4. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3. Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the SBE considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given equal weight than price factors.

ATTACHMENTS AND APPENDICES

ATTACHMENT A	PRE-PROPOSAL CONFERENCE RESPONSE FORM
ATTACHMENT B	MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS
B-1	CERTIFIED MBE UTILIZATION AND PARTICIPATION SOLICITATION AFFIDAVIT
B-2	MBE PARTICIATION SCHEDULE
B-3	OUTREACH EFFORTS COMPLIANCE STATEMENT
B-4	SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT
ATTACHMENT C	STATE CONTRACT
ATTACHMENT D	BID/PROPOSAL AFFIDAVIT
ATTACHMENT E	CONTRACT AFFIDAVIT
ATTACHMENT F	EFT REGISTRATION REQUEST FORM
ATTACHMENT G	LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS
ATTACHMENT H	LIVING WAGE AFFIDAVIT
ATTACHMENT I	NON-DISCLOSURE AGREEMENT
ATTACHMENT J	MERCURY AFFIDAVIT
ATTACHMENT K	BID BOND
ATTACHMENT L	PROPOSAL TRANSMITTAL FORM
ATTACHMENT M	PERFORMANCE GUARANTEES
ATTACHMENT N	PERFORMANCE BOND
ATTACHMENT O	FINANACIAL PROPOSAL INSTRUCTIONS AND WORKSHEETS
APPENDIX A	DOCUMENTATION AND PLANS
APPENDIX B	VOTER OUTREACH AND EDUCATION
APPENDIX C	KEY PERSONNEL
APPENDIX D-1	APPLICATION FOR CRIMINAL HISTORY RECORD CHECK
APPENDIX D-2	POLICY FOR CONDUCTING CRIMINAL HISTORY BACKGROUND INVESTIGATIONS
APPENDIX D-3	CRIMINAL HISTORY RECORD CHECK PROCEDURES
APPENDIX E	IMPLEMENTATION SCHEDULE OF DELIVERABLES
APPENDIX F	SBE RULES OF SECURITY BEHAVIOR
APPENDIX G	DEPT OF GENERAL SERVICES RECORDS MANAGEMENT DIV. RECORDS RETENTION AND DISPOSAL
APPENDIX H	LOCAL BOARDS OF ELECTIONS
APPENDIX I	STATE BOARD OF ELECTIONS, COMAR TITLE 33
APPENDIX J	2010 GUBERNATORIAL ELECTION CYCLE (ESTIMATED)
APPENDIX K	DELIVERABLES ACCEPTANCE FORM
APPENDIX L	MARYLAND ACTIVE VOTER COUNTS BY PRECINCT
APPENDIX M	ELECTRONIC POLLBOOK STEP-BY-STEP GUIDE

PRE-PROPOSAL CONFERENCE RESPONSE FORM
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**RFP #SBE-2010-01
VOTING SYSTEM SUPPORT SERVICES
STATE OF MARYLAND**

A Pre-Proposal Conference shall be held at 9:30 a.m., on July 29, 2009, at the Maryland Dept. of Transportation Headquarters located at 7201 Corporate Center Drive, Hanover, MD 21076. Please return this form by advising whether or not you plan to attend.

In order to assure adequate seating and other accommodations at the Conference, it is requested that by Monday, July 27, 2009, all prospective Offerors planning to attend shall return the Pre-Proposal Conference Response Form by fax, email, mail or call the Procurement Officer at (410) 269-2863 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

For directions to the meeting site, you may contact Donna Wiltshire at 410-269-2863 or visit the SBE website (<http://www.elections.state.md.us/about/directions.html>).

Return by mail, fax or email this form to the Procurement Officer:
Donna Wiltshire, Director of Voting Systems & Procurement
Maryland State Board of Elections
151 West Street, Suite 200, Annapolis, MD 21401
Fax #: (410) 974-2019 dwiltshire@elections.state.md.us

Please indicate:

_____ Yes, the following representatives by name and title shall be in attendance:

1. _____

2. _____

3. _____

_____ No, we shall not be in attendance.

Signature: _____

Printed Name and Title: _____

Representing (business name): _____

Telephone: _____

eMail: _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

STATE BOARD OF ELECTIONS MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

MBE subcontract participation goals as set forth in Section 1.19 have been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract shall be performed by certified minority business enterprises

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract shall be performed by certified minority business enterprises as specified.

- (1) A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- (2) A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

1. A bidder or Offeror must include with its bid or offer:
 - ◆ A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment B-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - ◆ A completed MBE Participation Schedule (Attachment B-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment B-1 and Attachment B-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.
2. Within 10 working days from notification that it is the apparent Awardee or from the date of the actual award, whichever is earlier, the apparent Awardee must provide the following documentation to the Procurement Officer.
 1. Outreach Efforts Compliance Statement (Attachment B-3)
 2. Subcontractor Project Participation Statement (Attachment B-4)
 3. If the apparent Awardee believes a waiver (in whole or in part) of the overall MBE goal or of any subgoal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
 4. Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

MBE CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

- ◆ Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

- Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

- Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

- At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- B-1 -- Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B-2 -- MBE Participation Schedule (must be submitted with bid or offer)
- B-3-- Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- B-4-- Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

******* EFFECTIVE OCTOBER 1, 2004 *******

This document must be included with the bid or offer. If the Offeror fails to submit this form with the bid or proposal as required, the Procurement Officer shall deem the bid/proposal non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. SBE-2009-10, I affirm the following:

- (1) I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 5% (percent) and, if specified in the solicitation, sub goals of 0% percent for MBEs classified as African American-owned and 0% percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of _____% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent Awardee (competitive sealed proposal), I shall submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule shall be used to accomplish the percentage of MBE participation that I intend to achieve.

- (2) I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with the bid or proposal.
- (3) I understand that if I am notified that I am the apparent Awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment B-3)
 - (b) Subcontractor Project Participation Statement (Attachment B-4)
 - (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

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

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Date

Printed Name, Title

Business Address

City, State, ZIP

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE PARTICIPATION SCHEDULE
(for submission with bid or proposal)
****** EFFECTIVE OCTOBER 1, 2004 ******

This document must be included with the bid or proposal. If the Offeror fails to submit this form with the bid/proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description: – VOTING SYSTEM SUPPORT SERVICES
Project Number: CONTRACT #SBE-2010-01	Total Contract percentage
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type) Name: _____ Title: _____
--

MBE Participation Schedule

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. SBE-2009-10, I state the following:

- ◆ Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

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

- 3 Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

- 4 Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- 5 Bidder/Offeror did/did not attend the pre-bid conference
 No pre-bid conference was held.

_____	By:	_____
Bidder/Offeror Name		
_____		_____
		Name, Title

Address		
_____		_____
City, State, ZIP		Date

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in conjunction
 with Solicitation No. SBE-2010-01, it and _____,
 MDOT Certification No. _____, intend to enter into a contract by which Subcontractor
 shall: (describe work)

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

STATE CONTRACT – SBE-2010-01 – VOTING SYSTEM SERVICES

THIS CONTRACT (the “Contract”) is made this _____ day of _____, 200_ by and between _____ and the **STATE OF MARYLAND**, acting through the **STATE BOARD OF ELECTIONS** (the “SBE” or sometimes the “Agency”).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Contract Manager” means the SBE representative and first point of contact for contract procedures and any discrepancies. The Agency may change the Contract Monitor at any time by written notice.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Agency” means the Maryland State Board of Elections (SBE).
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Agency may change the Procurement Officer at any time by written notice.
- 1.6 “RFP” means the Request for Proposals for Voter-Verifiable Voting System for the State of Maryland, Solicitation No. SBE-2009-10, dated _____, and any amendments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Statement of Work

- 2.1 The Contractor shall provide support services for the Maryland Statewide Voting System Project (collectively, the “Services”). The Services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision, with earlier listed Exhibits prevailing over later listed Exhibits:
Exhibit A – Solicitation #SBE-2009-10

Exhibit B – Offeror’s Proposal (Technical and Financial) in response to Exhibit A dated _____
 Exhibit C – Bid/Proposal Affidavit dated _____

- a. The Contract Affidavit attached hereto as Exhibit D is incorporated by reference herein.
- b. The Procurement Officer may, at any time, by written order, make 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.
- c. The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

3. Time for Performance

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on _____, and ending _____. The State, at its sole option, shall have the unilateral right to extend the Contract for up to five additional successive one-year terms. The Contractor shall provide Services under the Contract upon receipt of a notice to proceed from the Procurement Officer.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in _____. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$_____ (the “NTE Amount”). Contractor shall notify the Contract Monitor, in writing, at least 60 days before payments reach the NTE Amount. After notification by the Contractor, if the Procurement Officer fails to give written notice that the NTE Amount has been increased, the Contractor shall have no obligation to perform under this Contract after payments reach the NTE Amount. The cessation of the Contractor’s obligation to perform under this paragraph 4.1 is expressly conditioned on the following:, that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.1; (ii) promptly consult with the Department and cooperate in good faith

with the Department to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2** The Contractor shall submit invoices monthly for Services completed during the previous calendar month. Each invoice must include the Contractor's Federal Tax Identification Number which is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor.
- 4.5** 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.

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, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department 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, 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 for hire for the Department, 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 shall cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3** The Contractor shall report to the Procurement Officer, 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 may not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 The State shall have the sole and exclusive right to use, duplicate, distribute, and disclose any data, databases, derived data products, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created, collected, manipulated, generated, or purchased by the State from the Contractor in connection with this Contract (collectively, the “Data”). The Data shall be the sole property of the State.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which 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.

6.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor shall defend the Agency against that claim at Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, 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) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under or in connection with this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. 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 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.

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

- 9.1** The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 9.2** The State of Maryland has no obligation 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 by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.3** The Contractor shall immediately notify the Contract Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 9.4** This Section 9 survives the termination of this Contract for any liability arising within the period of the statute of limitations associated with such liability.

10. Indemnification for Contractor's Failure to Perform in a Timely Manner.

In addition to any other indemnification clause in this Agreement, if, due to the Contractor's negligence or a failure to perform that is attributable to the Contractor's action or inaction as required under this Agreement, (i) the Contractor fails to provide any product or service by a date specified herein, and (ii) such failure has or will result in a material detrimental impact on the ability of the State or any County that has acquired the Contractor's voting system or any of its components to manage the voting process and other election-related activities in the State of Maryland or any of its jurisdictions in a satisfactory manner or on a timely basis, then at the discretion of the State or any affected jurisdiction, the State or any affected jurisdictions, include the cost of conducting an election in order to correct the effects of the Contractor's negligence or failure to perform. The State or the affected jurisdiction(s) will submit to the Contractor an itemized statement setting for the charges for said expenses. Upon the Contractor's request, the State or affected jurisdiction(s) will also provide the Contractor with copies of invoices and other back-up information necessary to confirm the itemized expenses. To the extent future payments are due to the Contractor from the State or the affected jurisdiction(s), the State or the affected jurisdiction(s) may in their sole discretion elect to receive payment from the Contractor in the form of a credit against such payments. The State and the affected jurisdictions will take all reasonable steps to mitigate the expenses they incur hereunder.

11. Right to Dispose of Voting Systems

Any jurisdiction that acquires voting systems or their components from the Contractor under this Agreement retains the right to upgrade to new hardware and software provided by the Contractor at additional cost. If a local jurisdiction exercises this right, that jurisdiction has both of the following rights:

- a. To sell any or all of the equipment provided under this Agreement to any Third Party.
- b. To transfer to the Third Party all of its rights under this Agreement to software licenses and maintenance and support of software, and the Legacy Equipment, if the Third Party agreements with the Contractor to implement a voting system on term (including limitations on rights to software licenses and maintenance and support of software) acceptable to the Contractor and such Third Party executes an assumption agreement and other agreements as may be required by the Contractor.
- c. At any time during the term of this Agreement, at a local jurisdiction's option, the Contractor must use its reasonable best efforts to assist the respective county in selling Legacy Equipment.

11. Deliverable Conformance

The Contractor shall certify that the deliverables and any other goods or materials furnished by the Contractor to Maryland and Maryland jurisdictions fulfill requirements set forth in this Agreement and shall be in good working order at the time of delivery and shall be maintained by the Contractor in accordance with any applicable warranties herein or post-warranty maintenance agreements. The State and jurisdictions that have acquired the Contractor's deliverables or goods, which fail to meet the requirements set forth in this Agreement at the time of delivery, shall return all non-conforming goods and deliverables to the Contractor within 30 business days for replacement at the Contractor's expense.

12. Custom Programming

From time to time after the date of this Agreement, upon written agreement of the rates and/or amounts to be paid by the State or jurisdictions to the Contractor, the Contractor may provide custom programming services to the State or any jurisdiction. Custom programming shall be created, delivered, installed, and tested to mutually agreed upon in advance in writing by the State and the Contractor. Such agreement shall be in the form of an addendum to this Agreement which is executed by the State and the Contractor. All custom programming shall be deemed to be part of the Contractor's software, and shall be covered by the warranty set forth in this Agreement for a one-year period following its acceptance by the respective jurisdiction. The Contractor retains the right to make any custom programming available to other customers. The Contractor shall deliver, at no additional charge to the State or the jurisdiction(s), all customizations set out in the Proposal and all other customizations listed in this Agreement. Any additional enhancements requested by the State or any jurisdiction, but not contained in the Proposal or not specified in this Agreement, shall be set forth in a written change order to be executed by the parties and shall be provided for the amounts specified in the Proposal and in accordance with the payment terms set forth in the written change order(s). Under no circumstances shall any custom programming provided by the Contractor to any jurisdiction cause the Contractor's voting system to fail to meet State and Federal certification requirements at any time any jurisdiction accepts the custom programming.

13. Non-Hiring of Employees

No official or employee of the Agency, as defined under State Government Article, §15-102, Annotated Code of Maryland, 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.

14. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 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.

15. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. 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 software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

16. 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, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

17. Commercial Nondiscrimination

17.1 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 or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, Contractors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors,

Contractors, 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.

17.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

17.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, 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, Contractors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the Department, 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's 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 is 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.

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

19. 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 shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the Department 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.

20. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, 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 Department 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 shall 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.

21. 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 shall 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; provided, 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 21.07.01.12 (A)(2).

22. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of Services under this Contract. Time extensions shall 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.

23. 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.

24. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, 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.

25. 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 person that enters into contracts, leases, or other agreements with the Department or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the Department certain specified information to include disclosure of beneficial ownership of the business.

26. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

27. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the Department under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

28. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall 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 of Maryland, 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 of this Contract;

- 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.

29. Costs and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

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 bid or offer, was inaccurate, incomplete, or not current.

30. Subcontracting; Assignment

The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor’s obligations to the subcontractors.

31. Administrative

31.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

31.2 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: Maryland State Board of Elections
Attention: Donna Wiltshire
151 West Street, Suite 200, Annapolis, MD 21401

If to the Contractor:

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

FOR THE CONTRACTOR

By: (Typed Name) _____ Date

Witness: _____
_____ Date

FOR THE MARYLAND STATE BOARD OF ELECTIONS

By: Linda Lamone, Administrator _____ Date

Witness: _____
_____ Date

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

_____, Assistant Attorney General

APPROVED BY BPW: _____
(Date) _____ (BPW Item #)

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a Contractor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the Contractors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, Contractors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects 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.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (10) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of

the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the

Secretary of Department certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
 Address: _____

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

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

DATE: _____ BY: _____
(Signature)

(Typed or Printed Name of Authorized Representative and Affidavit)

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

Account number

Account type Checking Money Market Savings

Format Desired: _____ CCD+ _____ CTX* _____ EDI* (Check one.)

*Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company’s account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer’s Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller’s and Treasurer’s Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.

ATTACHMENT G -- LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.
- 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 of Labor and Industry 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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 DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

ATTACHMENT H – LIVING WAGE AFFIDAVIT OF AGREEMENT

Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. SBE-2009-09

Offer/Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Bidder/Offeror agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland’s Living Wage Law for the following reasons: _____

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title Telephone #

Witness Signature Witness Name (Typed or Printed) Date

NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2009, by and between _____ (hereinafter referred to as "the CONTRACTOR") and the State of Maryland (hereinafter referred to as "the State").

WHEREAS, the CONTRACTOR has been awarded a contract for Field Support Consultant dated _____, 2009 (the "Contract"); and

WHEREAS, in order for the CONTRACTOR to perform its obligations under the Contract, it will be necessary for the State to provide the CONTRACTOR and the CONTRACTOR's employees and agents (collectively the "CONTRACTOR's PERSONNEL") with access to certain confidential information including, but not limited, to Maryland State VOTING SYSTEM information.

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the Contract, and for other good and valuable consideration, CONTRACTOR agrees as follows:

1. Confidential Information means any and all information provided by or made available by the State to the CONTRACTOR in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the CONTRACTOR views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. CONTRACTOR shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract.
3. CONTRACTOR shall limit access to the Confidential Information to the CONTRACTOR's PERSONNEL who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. Each employee or agent of the CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the CONTRACTOR. CONTRACTOR shall update Exhibit A by adding additional names as needed, from time to time.
4. CONTRACTOR shall, at its own expense, return the Confidential Information to the State upon request of the State or within five business days of the Contract termination. If the Confidential Information was provided by e-mailed file, the CONTRACTOR shall send an e-mail to the Contract Manager certifying deletion of the e-mail and all copies of the file as well as the destruction of any paper copies or electronic media copies within the five business days referenced above.

5. CONTRACTOR hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
6. CONTRACTOR shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the CONTRACTOR's PERSONNEL or the CONTRACTOR's former PERSONNEL. CONTRACTOR shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
7. CONTRACTOR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State, that monetary damages may be inadequate to compensate the State for such breach, and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the failure by the CONTRACTOR or the CONTRACTOR's PERSONNEL to comply with the requirements of this Agreement. The CONTRACTOR consents to personal jurisdiction in the Maryland State Courts.
8. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the CONTRACTOR or any of CONTRACTOR's PERSONNEL to comply with the requirements of this Agreement, CONTRACTOR and such CONTRACTOR'S PERSONNEL shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. A breach of this Agreement by the CONTRACTOR or by any of the CONTRACTOR's PERSONNEL shall constitute a breach of the Contract between the CONTRACTOR and the State.
10. CONTRACTOR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. CONTRACTOR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
11. The individual signing below warrants and represents that they are fully authorized to bind the CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the CONTRACTOR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.
12. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

- c. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- d. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- e. The Recitals are not merely prefatory but are an integral part hereof.

CONTRACTOR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

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

PRINTED NAME OF EMPLOYEE: _____

ADDRESS OF EMPLOYEE: _____

EMPLOYEE SIGNATURE: _____ **DATE:** _____

PRINTED NAME OF EMPLOYEE: _____

ADDRESS OF EMPLOYEE: _____

EMPLOYEE SIGNATURE: _____ **DATE:** _____

PRINTED NAME OF EMPLOYEE: _____

ADDRESS OF EMPLOYEE: _____

EMPLOYEE SIGNATURE: _____ **DATE:** _____

PRINTED NAME OF EMPLOYEE: _____

ADDRESS OF EMPLOYEE: _____

EMPLOYEE SIGNATURE: _____ **DATE:** _____

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

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

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

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

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

BID BOND

BOND NO. _____

BID REQUEST NO. **SBE-2009-10**

KNOW ALL MEN BY THESE PRESENTS, That we, _____ hereinafter called the Principal, as Principal, and of _____ a Corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the State of Maryland, hereinafter called the Obligee, in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), good and lawful money of the United States of America, to be paid upon demand of the Obligee, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,

Whereas, the Principal has submitted to the Obligee a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as

_____.

This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, If the Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

Principal

By _____ (Seal)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

PROPOSAL TRANSMITTAL FORM FOR SBE-2009-10

Offerors shall complete this form and submit with their technical proposal. Should the Offeror chose to include an introduction letter, it should be attached to the back of this form.

OFFEROR'S (BUSINESS) NAME:

OFFEROR'S FEIN #:

OFFEROR'S eMARYLANDMARKETPLACE #

OFFEROR'S BUSINESS ADDRESS:

OFFEROR'S TELEPHONE NUMBER:

OFFEROR'S FAX NUMBER:

OFFEROR'S WEB ADDRESS:

SHOULD QUESTIONS ARISE RELATED TO THE OFFEROR'S PROPOSAL, WHO SHOULD BE CONTACTED, IF DIFFERENT FROM ABOVE:

NAME:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

(COMPANY NAME) acknowledges receipt of the following amendments:

Addendum #	dated	Addendum #	dated
Addendum #	dated	Addendum #	dated
Addendum #	dated	Addendum #	dated

OFFEROR'S (BUSINESS) NAME:

Authorized Signature: _____ Date:

PRINTED NAME OF AUTHORIZED SIGNATORY:

SIGNATORY'S TITLE:

SIGNATORY'S TELEPHONE:

EMAIL:

PERFORMANCE GUARANTEES

Crucial to the State's success in administering elections is the performance of its voting system vendor to perform services as required under this solicitation in a timely, accurate, and efficient manner. As such, the following areas will be evaluated on a 6-month basis. A scorecard methodology will be used to perform the evaluation. The resulting score will be used to make any adjustments required to the retainage amount withheld from the Contractor for failures in service. The design and scoring of the evaluation areas as well as the scale for withholding of retainage funds will be mutually agreed upon between SBE and the contractor within 30 days of the notice to proceed. The following are known areas of services and deliveries that will be evaluated and scored as part of the performance management section of this contact. These areas may be modified or removed as well as additional areas added to the 6-month evaluation as agreed upon by SBE and the Contractor.

1. Quality of Documents

1.1. Documents meet SBE Style Guide specifications

1.1.1. The Contractor will be provided current versions as they become available of the SBE style guide that outlines the accepted vernacular approved by SBE.

1.1.2. Style guide will include accepted abbreviations and acronyms as approved by SBE

1.1.3. Style guide will include accepted format for SBE documentation

1.1.4. All documentation submitted by the vendor shall follow the specification set forth in the SBE Style Guide unless tailoring is approved by SBE

1.2. Language, grammar, and spelling

1.2.1. All documentation submitted by the vendor shall be minimal to no language, grammar, and spelling errors

1.3. Accuracy

1.3.1. All documentation submitted by the vendor shall be accurate and complete in its content

2. Scheduled Deliverables

2.1. Status Report

2.1.1. Status reports shall be submitted by Monday 11:00am local time for each of the key personnel identified in section 3.10.4 of the solicitation

2.1.2. Status reports shall be a complete accounting of time and duties performed by personnel during the given time period

2.1.3. Exact format of the status reports will be mutually agreed upon between the SBE Project Manager and the Contractor after the notice to proceed is issued

2.2. Invoices

2.2.1. Invoices shall be submitted on a monthly basis and shall include line items for all regular scheduled activities

2.2.2. Invoices shall be submitted within 30 days of service rendered for all non-scheduled services, or additional equipment and supplies purchased

- 2.2.3. Invoices shall be itemized to correspond with line items of the pricing proposal submitted in response to this solicitations
 - 2.3. Dashboards
 - 2.3.1. The contractor shall completed dashboards for election activities, repairs, and other areas as identified by the SBE Project Manager
 - 2.3.2. Dashboards shall be submitted by Monday 11:00am local time on a weekly basis
 - 2.3.3. Exact format and content of the dashboards will be mutual agreed upon between the SBE Project Manager and the Contractor after the notice to proceed is issued
3. Training
 - 3.1. Quality Surveys
 - 3.1.1. Surveys from attendees of the training session will scored and averaged to compose the overall score used in the scorecard. Surveys will be created jointly between SBE and the Contractor.
 - 3.2. LBE Satisfaction Survey Results
 - 3.2.1. Surveys from the host(s) of the session will scored and averaged to compose the overall score used in the scorecard . Surveys will be created jointly between SBE and the Contractor.
 - 3.3. Content Evaluation
 - 3.3.1. Utilizes a Content Audit Checklist to verify that all topics are covered during the training session. The audit checklist will also include verification as to the accuracy of information provided. The Content Audit Checklist will be completed a SBE or LBE Staff member.
4. Voter Outreach
 - 4.1. Voter Satisfaction Survey Results
 - 4.1.1. Surveys from attendees of the session will scored and averaged to compose the overall score used in the scorecard. Surveys will be created jointly between SBE and the Contractor.
 - 4.2. Host Satisfaction Survey Results
 - 4.2.1. Surveys from the host(s) of the session will scored and averaged to compose the overall score used in the scorecard. Surveys will be created jointly between SBE and the Contractor.
 - 4.3. Audit Report Results
 - 4.3.1. Will consist of spot check audits of voter outreach activities to assess effectiveness and quality of voter outreach activities and deliverables.
 - 4.3.2. Utilizes the Spot Audit Checklist, of which the results will be weighted and will compose the Audit Score of the scorecard requirements and evaluation areas are described in APPENDIX C – Voter Outreach and Education
5. Voting System Equipment Repairs, Modifications, and Upgrades
 - 5.1. 30 Day repair timeframe
 - 5.1.1. All repairs for voting equipment must be completed within 30 days

- 5.1.2. The 30 day repair period begins on the day the malfunctioning equipment is shipped and ends the day the equipment is returned to state custody
- 5.1.3. A one (1) point deduction will occur for each day each unit is being repaired over 30 days.
- 5.2. Modifications and Upgrades
 - 5.2.1. All modifications required to maintain equipment
- 6. Project Management
 - 6.1. Attendance at weekly status meetings with minimal cancellations due to scheduling conflicts
 - 6.2. SBE Project Manager Satisfaction Survey
 - 6.2.1. Survey regarding performance of the Contractor Project Management Office completed by the SBE Project Manager. Surveys will be created jointly between SBE and the Contractor.
 - 6.3. Adherence to the Project Schedule submitted as part of the Project Plan. All deviations from the project schedule will require pre-approval from the SBE Project Manager. Failure to obtain pre-approval will result in a reduction in scorecard total

Scorecard Example

Performance Evaluation Scorecard

AREAS OF EVALUATION							SCORE	
QUALITY OF DOCUMENTATION								
	Meets SBE Style Guide specifications	0 - Did not follow guide	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
	Grammar	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
	Spelling	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
	Accuracy of information	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
	Delivery Time	0 - Delivered 2+ days late	1 - Delivered Next Day	2 - Delivered Sam Day	3 - Within 1 hr of time	4 - On Time		
SCHEDULED DELIVERABLES								
Status Report	Delivered on time	0 - Delivered 2+ days late	1 - Delivered Next Day	2 - Delivered Sam Day	3 - Within 1 hr of time	4 - On Time		
	Individual status report received for all key personnel	0 - Delivered 2+ days late	1 - Delivered Next Day	2 - Delivered Sam Day	3 - Within 1 hr of time	4 - On Time		
	Complete	0 - Incomplete	1 - Missing significant information	2 - Missing details and information	3 - Missing minor details	4 - Complete		
	Information accurate	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
	All time accounted for	0 - No				4 - Yes		
	Invoices	Monthly invoice delivered on time	0 - Delivered 2+ days late	1 - Delivered Next Day	2 - Delivered Sam Day	3 - Within 1 hr of time	4 - On Time	
		Special Service invoice delivered on time	0 - Delivered 2+ days late	1 - Delivered Next Day	2 - Delivered Sam Day	3 - Within 1 hr of time	4 - On Time	
		Complete	0 - Incomplete	1 - Missing significant information	2 - Missing details and information	3 - Missing minor details	4 - Complete	
		Invoices are itemized to match cost proposal	0 - No				4 - Yes	
		Information accurate	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors	
Dashboards	Delivered on time	0 - Delivered 2+ days late	1 - Delivered Next Day	2 - Delivered Sam Day	3 - Within 1 hr of time	4 - On Time		
	Complete	0 - Incomplete	1 - Missing significant information	2 - Missing details and information	3 - Missing minor details	4 - Complete		
	Information accurate	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
TRAINING								
	Quality Survey score (Average Score)							
	LBE Satisfaction Survey score (Average Score)							
	training Content Evaluation	0 - Major Errors	1 - Substantial Errors	2 - Some Errors	3 - Minor errors	4 - No Errors		
VOTER OUTREACH								
	Voter Satisfaction Survey Score (Average Score)							
	Host Satisfaction Survey Score (Average Score)							
	Audit Report Score (Actual Score)							
EQUIPMENT REPAIRS								
	No. of Units in repair over 30 days							
	Total number of days							
	Total Repair Deductions							
	Upgrades are completed within 30 days of upgrade availability	0 - No				4 - Yes		
Project Mangement								
	Attendance at Weekly Status Meeting	0 - Never Attend	1 - Multiple Cancelations w/o cause	2 - Muliple Cancelations w/ cause	3 - Minimal Cancellations w/ cause	4 - No Cancellations		
	SBE Project manager Survey (Average Score)							
	Attendance at Weekly Status Meeting	0 - Major Variance w/ no Approval	1 - Major Variance w/ Some Approval	2 - Major Variance w/ Approval	3 - Minor Variance w/ Approval	0 - No Variance		
TOTAL								
Total Assessment Score							0%	

PERFORMANCE BOND

Principal	Business Address of Principal
<hr/>	
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland	STATE OF MARYLAND By and through the following Administration.....
<hr/>	
Penal Sum of Bond (express in words and figures)	Date of Contract
<hr/>20.....
Description of Contract	Date Bond Executed
<hr/>20.....
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any

partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

Witness.....as to(SEAL)

In Presence of: Co-Partnership Principal

.....(SEAL)
(Name of Co-Partnership)

.....as to By:.....(SEAL)

.....as to(SEAL)

.....as to(SEAL)

Corporate Principal

.....

Attest: (Name of Corporation)

.....as to AFFIX

By:.....CORPORATE SEAL

Corporate Secretary President

.....
(Surety)

Attest:(SEAL) AFFIX

By:.....CORPORATE SEAL

Signature Title:

Bonding Agent's Name:.....

(Business Address of Surety)

Agent's Address.....

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

VOTING SYSTEM SERVICES DOCUMENTATION AND PLANS

1. Project Management Plan
 - a. Overview - The Contractor shall have the responsibility to develop and maintain a Project Management Plan (PMP) in addition to providing content updates to the SBE Voting System Project Management Master Plan for the duration of the contract:
 - i. The initial version of the PMP is the Preliminary Scope Statement that is required to be submitted with the Contractor's proposal pursuant to Section 4 of this RFP. Subsequent versions of the plan shall build upon the Preliminary Scope Statement. At a minimum, the initial Preliminary Scope Statement (documentation requirements overview, when necessary, are defined in Section 1b) shall include the following:
 - Project objectives;
 - Voting system requirements and characteristics;
 - Project management approach;
 - Glossary of Terms;
 - Project constraints;
 - Project assumptions;
 - Project organization;
 - Work breakdown structure;
 - Project schedule;
 - Risk management approach;
 - Quality management approach;
 - Training management approach;
 - Communications management approach with a focus on the requirements of Section 2.6 Contract Management;
 - Staffing management approach.
 - ii. The Contractor shall submit their first revised PMP within 10 days from the Notice to Proceed. The first revised version shall address the entire implementation phase of the project;
 - iii. The Contractor shall submit revisions and updates to the PMP as necessary to address project needs, when requested by SBE, and at the end of the implementation phase, to address the Operations and Maintenance phase; and
 - iv. All versions of the project plan shall follow the PMI's project management plan methodology and the Implementation Plan content structure as documented on the Department of Information Technology SDLC website.
 - b. The project management plan shall include the following components:
 - i. Scope Management Plan that includes:
 - Project Objectives
 - Detailed project deliverables and the procedures for formal verification and acceptance;
 - Voting system requirements and characteristics;

- Project management approach, including the Contractor's capability to deliver and control the system proposed;
 - Glossary of Terms;
 - Project constraints;
 - Project assumptions;
 - Project organization, including the Contractor's implementation project organizational structure;
 - Project risks, the analysis and the mitigation strategy;
 - Change Control Procedures that defines the process for managing scope of work changes and how to ensure adherence to any development practices and policies or procedures.
 - Work Breakdown Structure that includes:
 - a. All deliverables;
 - b. Major milestone list;
 - Methodology for accounting for the project progress against the budget;
 - Methodology for identifying, reporting, and resolving problems (e.g. schedule slippage, change of scope requests, or technical anomalies).
- ii. Schedule Management Plan that shall detail how the Contractor will develop and manage its project schedule;
- iii. A Project Schedule shall be developed, maintained, and managed by the Contractor. When requested, the Contractor shall provide project schedule data for input into the State's master project schedule. The project schedule shall contain the deliverables, work products, milestones, tasks, and activities.
- iv. A Risk Management Plan shall be developed and maintained by the Contractor. The plan should include:
- The procedure for identifying, analyzing, prioritizing, and mitigating risks; and
 - The process for managing the risk register.
- v. A Quality Management Plan shall be developed and maintained by the Contractor. The plan should include:
- The detail for the Contractor's expectations for quality control measures for the voting system services provided in addition to the quality assurance procedures that will be implemented.
 - The detailed explanation of how they expect to meet the project milestones and deadlines and any other project-related tasks as determined by SBE's Voting System Project Manager.
 - The detail for establishing specific quality control guidelines for the duration of the contract.
 - SBE will use as input into its performance management tracking the quality control measures identified and the quality assurance procedures provided by the Contractor.
- vi. A Training Plan shall be developed and maintained by the Contractor. The plan should include:

- A detailed strategy and approach for coordinating and executing the several levels of training for the several functions (e.g. pollworkers, voter outreach, technical, etc.) related to the entire voting system.
 - vii. A Communications Management Plan shall be developed and maintained by the Contractor. The plan should include:
 - All the reporting and notification requirements for the various stakeholder / stakeholder groups.
 - The Contractor's approach to formal review meetings with SBE, the organization of the typical meeting, and the methods for documenting and approving meeting notes.
 - Roles and responsibilities matrix.
 - viii. A Staffing Management Plan shall be developed and maintained by the Contractor for the duration of the contract with the State. The plan should include:
 - The detailed staffing organization that lists all key personnel with their responsibilities, qualifications, and experience;
 - Provisions for periodic updates;
 - An organization hierarchy chart and a time table for the deployment and release of temporary resources;
 - On-going training plans for the Contractor's resources to ensure they are kept current with the latest best practices with voting systems and their respective functions (e.g. training, quality control, etc.);
 - Temporary staffing requirements for supporting Early Voting and Election Day;
 - A strategy for using sub-contractors;
 - The other roles of resources and resource types (e.g. helpdesk, quality control, software development, etc.) within the Contractor's organizational structure that will indirectly support SBE for the duration of the Contract.
- 2. Conducting the Election Guide (CTE Guide)
 - a. The Contractor shall provide content in the approved State's format for SBE's *Conducting the Election Guide* (CTE Guide) (see Attachment __).
 - b. The CTE Guide includes all information needed to prepare for, perform, finalize, and secure election results. The CTE Guide includes chapters on Ballot Production, Logic and Accuracy, Election Day, and Canvass, along with other supporting chapters.
- 3. Recount Guide
 - a. The Contractor shall provide content in the approved State format for SBE's Recount Guide (see Attachment __)
 - b. The Recount Guide shall include all information needed to prepare for and perform a recount using the Contractor's voting system.
- 4. Pollworkers' Manual
 - a. The Contractor shall provide content in the approved State format for SBE's pollworkers manual. The manual is the training and reference guide used by pollworkers during training and an election.
 - b. The Contractor shall provide:

- i. Voting system-related content in the approved state format for SBE's pollworker manual; and
 - ii. Diagrams for each polling place showing the recommended layout and flow of the polling place.¹
5. Post Election Maintenance Plan – The Contractor shall provide content for the SBE's post election maintenance plan for all voting system equipment used during an election.
6. Acceptance and Testing Plan – The contractor shall provide a proposed Acceptance and Testing Plan which shall detail the coordination and resource requirements for the acceptance and testing phase required to be performed by the State.
7. Transportation Plan – The contractor shall be responsible for coordinating and developing the voting system (DRE, pollbooks, and optical scans) and the related equipment transportation plan for early voting and election day.
8. Voting System Upgrade Plan – When applicable, the contractor shall be responsible for the coordinating and developing the upgrade plan for any component of the State's voting system.
9. Site Surveys – The contractor shall provide content to SBE for the development/update of the precinct site surveys.

¹ The majority of polling places already have site survey diagrams on file in Visio format. The Contractor will have access to these and can update them accordingly. For the remaining polling places the Contractor shall conduct a site survey and create a polling place diagram.

Voter Outreach and Education

The purpose of this section is to detail the approach that the State Board of Elections (SBE), the Local Board of Elections (LBE), and the Contractor will follow to deliver the Voter Outreach program for the State of Maryland.

All Voter Outreach activities are conducted on behalf of SBE and will be governed by this Voter Outreach Strategy. Once the contract is signed with the Contractor, this section of the RFP will become a separate document, titled “The Voter Outreach Strategy Document.” This will be a living document that allows SBE, LBE, and the Contractor to provide continuous improvements to the program.

The following information outlines the overall framework for managing and coordinating a variety of communications that will directly or indirectly take place as part of Voter Outreach activity. The document addresses the Voter Outreach roles and responsibilities, training, target audiences, communication channels, messages, message timing, and feed back mechanisms. The framework will ensure that Voter Outreach efforts provide relevant, accurate, and consistent information to all project stakeholders. The methods used include, but are not limited to, status reports, correspondences, meetings, and workshops. Voter Outreach project invoicing will be delineated by project deliverables. Additionally, the Contract Modifications and Master Schedule outline high-level milestones. Finally, the appendices encompass education tools, reports, and demographic illustrations.

Overview

The Voter Outreach approach will foster a positive public perception intended to increase public awareness while promoting acceptance of Maryland’s Voting System. The structure of the Voter Outreach program is modular in order to meet the specific needs of the project stakeholders.

The strategy intends to follow the knowledge gained and best practices identified from previous voting system implementations. The Contractor’s Voter Outreach Team will implement the following activities:

- Inform project stakeholders of their roles and responsibilities
- Recruit Voter Outreach Facilitators and educate them based on The Guide to Effective Voter Education (Appendix F)
- Describe and deliver the strategy for developing the messages relative to the target audience
- Outline the message, the timing, and the medium for delivery
- Identify the overall approach and strategy for continued Quality Assurance
- Provide project stakeholders weekly, monthly, and quarterly reports regarding the different components of the Voter Outreach portion of the project
- Define the Voter Outreach invoicing process
- List the high-level milestones as they correlate to the Contract Modifications and the Master Schedule
- Attach the appropriate document as it pertains to the workflow process

Voter Outreach Strategy

The Voter Outreach program will instruct voters on Maryland’s Voting System, by conducting voter education demonstrations. The target audience includes, but is not limited to, Community

Associations, Housing Associations, Corporate Workplace, Special Events (i.e. festivals, sporting events), Senior Centers, Disability Awareness Organizations, and Libraries. An advertising campaign with a uniform message will foster a positive public perception, as well as result in increased public awareness.

The Voter Outreach theme will be conveyed through the following:

- Training
- Voter Education Advertising
- Voter Outreach Support Materials
- Events

○ ROLES AND RESPONSIBILITIES

Voter Outreach Project Coordinator (Contractor)

- Manages and coordinates the overall Voter Outreach program
- Liaise on daily basis with the SBE Communications Director
- Communicates with Training Specialist and Quality Assurance Manager
- Delivers Voter Education Advertising and Support Materials
- Manages Event Coordinator and Voter Outreach Facilitators
- Creates and/or generates management reporting artifacts to provide to SBE Voting System Team
- Obtains deliverables and Notifications To Proceed
- Works with the LBE to complete Point of Interest (POI) forms and written approval for all POIs from the LBE Director (or The Contractorgnee)
- In collaboration with the Training Specialist, defines, training requirements for LBE management of event listings on the MDVotes.org website
- Submits acceptance form documentation to SBE
- Functions as a single point of contact for SBE and LBE
- Performs spot check audits on Voter Outreach Facilitators
- Assists with training of the Voter Outreach Facilitators
- Assists in the maintenance of the MDVotes web site

Voter Outreach Event Coordinator (Contractor)

- Schedules and coordinates all of the outreach events for the Voting System Implementation
- Schedules and tracks Voter Outreach Facilitators for events
- Determines most effective venues to conduct events and reaches the defined target audiences
- Completes and submits all reporting artifacts
- Performs practice calls prior to calling potential venues
- Places calls to the potential event hosts using SBE approved phone script
- Assists with processing of POI forms and Proof of Performance forms
- Manages follow-up to ensure completion of Quality Assurance documents
- Manages and schedules production resources required to produce media deliverables
- Liaise on a daily basis with Project Coordinator

- Provides media proposals for SBE review and approval

Voter Outreach Facilitators

- Conduct outreach events in support of the LBEs
- Present the approved demonstration of the Voting System, according to The Guide to Effective Voter Education
- Conduct teach backs for peer review to the appropriate team members
- Setup and breakdown the event site
- Distribute, complete and collect the Host and Voter Satisfaction Surveys and Proof of Performance forms

Quality Assurance Manager (Contractor)

- Establishes and implements the quality assurance program for all aspects of Voter Outreach
- Develops and manages the quality processes and controls
- Manages the Quality Assurance Auditor
- Provides reporting to SBE that includes quantitative quality assurance and control measures
- Creates and updates quantitative quality goals for customer satisfaction, base-lined with continuous improvement targets defined and set
- Oversees and manages frequent spot check audits conducted by the Quality Assurance Auditors
- Provides analysis, improvement, and control of the THE CONTRACTOR Voter Outreach Facilitators
- Creates the quality assurance syllabus for training
- Conducts the quality assurance portion of training
- Assists with generating training certificates for the Voter Outreach Facilitators
- Participates in the review of weekly, monthly, and quarterly reporting

Quality Assurance Auditor (Contractor)

- Conducts audits, performs analysis, and reports on Voter Outreach events to determine corrective and preventative action

Training Coordinator (Contractor)

- Schedules and direct all aspects of the planning, preparation, and deployment of the training program
- Conducts Train The Trainer classes in accordance with the approved SBE training materials

Trainers (Contractor)

- Conduct training classes in accordance with Training Plan
- Include instruction in Voter Outreach, system overview training, hardware operations, software, and touch screen technical training

Communications Director, SBE

- Oversees communication and voter outreach efforts of the Contractor
- Performs Help America Vote Act (HAVA) related activities for Voting System Implementation
- Liaise with Project Coordinator on a daily basis
- Liaise with SBE Voting System team
- Single point of contact for the LBEs regarding Voter Outreach
- Manages the distribution of information to LBE and staff
- Develops and implements a management plan for the LBE Voter Outreach Facilitators
- Manages specific media contracts (Billboards, Transit, and Bus Shelter Advertising)
- Collaborates with the Contractor for video production
- Recipient of all Voter Outreach Reports from the Contractor
- Assists the LBEs with all Voter Outreach Activities
- Responsible for receiving all finalized POI and Proof of Performance reports
- Performs spot check audits and observes teach back sessions of Voter Outreach Facilitators
- Reviews resume and approves Voter Outreach Project Coordinator and Voter Outreach Event Coordinator
- Develops relationships with corporations to assist in Voter Outreach events
- Provides statewide guidance to all LBEs

LBE Election Director

- Interfaces with SBE Communications Director to manage distribution of information to LBE staff, media, LBE Voter Outreach Facilitators and the public at large
- Approves all Voter Outreach events, including the date, time, location, and staff (POI form)

LBE Voter Outreach Coordinator

- Follows the direction of the Election Director regarding the distribution of information to local staff, media, and the public at large
- Liaise with the Contractor’s Project Coordinator on a daily basis
- Updates event listings on the MDVotes.org website
- As appropriate, he or she assists with the process of scheduling all Voter Outreach events including the date, time, location, and staff (POI)

LBE Staff

- Supports the Election Director and team with staffing of events and conducts Voter Registration drives

○ VOTER OUTREACH TRAINING

The LBE staff will receive training in the operation of the Voting System equipment. In addition to overview and equipment operation training, the LBE staff will receive education on conducting Voter Outreach training.

The Voter Outreach Train-the-Trainer class has two main components—methods of instruction and hands-on technical instruction—intended to prepare participants to become trainers. The class will train participants on the tools, including The Guide to Effective Voter Education, and techniques for managing group dynamics, and handling disruptions. The hands-on technical portion of the class will prepare participants to demonstrate the voting unit, answer frequently asked questions, and troubleshoot the equipment during events.

The Guide to Effective Voter Education is provided as an appendix.

Voter Education Tactics

Utilizing a collaborative approach, the Contractor and SBE will identify specific tactics to carry out the Voter Outreach Strategy and work towards accomplishing specific objectives. The specific objectives include increasing public awareness, fostering a positive perception, and educating voters on the use of the Voting System.

The tactics are addressed in the following three areas:

- Voter Education Advertising
- Voter Outreach Support Materials
- Conduct Voter Education Demonstrations

4.1 VOTER EDUCATION ADVERTISING

To reach all demographics of the voting age population, advertising and voter education tactics will be utilized.

Radio, Television, Public Service Announcements (PSA), and Outdoor advertising are powerful communication channels that deliver a uniform message, provide a visual impact as well as an opportunity for the voter to view the unique and accessible features of the voting unit. The flight schedule is set prior to the Primary and/or the General Election.

Website interaction plays a critical role in educating voters on how to use the voting unit, inform the voter where the next event will occur as well as capture voter feedback via an online survey.

4.2 VOTER OUTREACH SUPPORT MATERIALS

Support materials enhance the learning process and educate voters on the voting unit. The support materials are Voter Instruction Brochure, Display Poster, and Demonstration Ballot.

The Voter Instruction Brochures are available to voters at events as a “take away” item and may be used by the voter on election day. The brochure illustrates and explains the useful and accessible features of the voting unit.

Display posters clearly alert the public on the opportunity to demonstrate the voting unit.

The Demonstration Ballot is an interactive tool for voters to experience the accessible features and options. The layout and The Contractor of the ballot is consistent to what the voter will see on election day.

4.3 VOTER EDUCATION DEMONSTRATIONS

One of the most effective means of learning is through hands-on interaction. An event is defined by a two-hour direct, face-to-face, demonstration of the voting unit by a single Voter Outreach Facilitator. SBE, LBE, and the Contractor will select strategic locations throughout the LBE’s jurisdiction in a collaborative effort.

SBE will lead the development of the corporate workplace events. The identification of large employers, who may support the Voter Outreach effort, will be determined with SBE and LBE approval.

Voter Education Activities

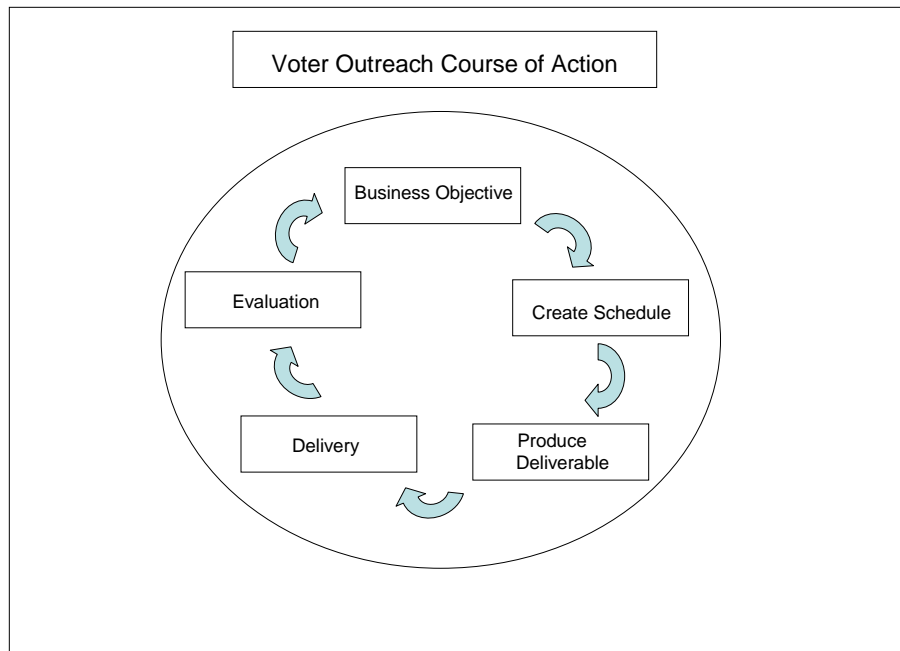
Voter education activities describe what the program will actually do to accomplish each tactic. In this section, specific communication channels and processes are defined. In a collaborative effort, the Contractor and SBE will follow agreed upon processes to carry out the program objectives.

The activities are described in the following three areas:

- Voter Education Advertising
- Voter Outreach Support Materials
- Conduct Voter Education Demonstrations

○ VOTER EDUCATION ADVERTISING

Below is an illustration depicting the Voter Outreach Course of Action (VOCA). These repeatable steps are necessary in order to carry out each Voter Outreach tactic.



The first step in the process is defining the **Business Objective** for the Voter Education Activities. The objective for the activities is to reach all voters of the voting age population.

The second step **Create Content/Schedule** activity is based on an agreed upon timeline between LBE, SBE, and the Contractor. The intense advertising schedule occurs approximately 12 weeks prior to the Primary and General Elections. Events conclude the day prior to the General Election. the Contractor schedules the talent and services such as copy production, voice talent recruitment, production crew contracting, and product oversight for voter oriented radio and television.

To **Produce** the **Deliverable**, SBE actively provides input along with final approval on all production steps. The deliverable is based on a SBE approved script, demonstration ballot, advertisement, or content for MDVotes.org website. The Contractor utilizing professional and experienced production resources will produce the final deliverable.

The **Delivery Method** will vary for each item. The final product will be in the specific format The Contractor dictated by SBE. Based on LBE and SBE requirements, the Contractor will secure contracts in order to produce the specific deliverables. Once SBE has signed the Acceptance Slip, the Contractor will invoice SBE.

The **Evaluation** step outlines how often the data is analyzed, defined tracking mechanisms, and overall Quality Assurance of the Voter Outreach Program. The Contractor will provide information in these reports to SBE on either a Weekly, Quarterly, or Yearly basis (refer to Section 7, Reporting)

▪ **Radio Commercial**

Produce Deliverables

- THE CONTRACTOR will develop one broadcast quality commercial master, 30 seconds in duration
- THE CONTRACTOR will secure airtime for broadcast ready commercial
- An audio tape will be approved by SBE prior to broadcasting

Delivery

- THE CONTRACTOR will coordinate the delivery of one CD with the Commercial
- THE CONTRACTOR will deliver a workable file to SBE
- Based on the LBE and SBE requirements, THE CONTRACTOR will secure contracts for, not to exceed, (NTE) 600 – 30 second radio commercials for both the Primary and General Elections
- THE CONTRACTOR will invoice upon receipt of a signed Acceptance Slip by SBE

Evaluation

- Commercial flight dates will be included in Quarterly and Final Voter Outreach Reports
- Affidavits from the station on the agreed upon flight dates
- Advertising affidavits for Quality Assurance check

▪ **Television Advertising**

Produce Deliverables

- THE CONTRACTOR will develop one broadcast quality commercial master, 30 seconds in duration
- THE CONTRACTOR will secure airtime for broadcast ready commercial
- A commercial master will be approved by SBE prior to broadcasting

Delivery

- THE CONTRACTOR will coordinate the delivery of two tapes (in BETA and VHS format)

- Based on Baltimore City and SBE requirements, THE CONTRACTOR will secure contracts for, not to exceed, (NTE) 600 – 30 second television commercials for both the Primary and General Elections
- THE CONTRACTOR will invoice upon receipt of a signed Acceptance Slip by SBE

Evaluation

- Commercial flight dates and time will be included in Quarterly and Final Voter Outreach Reports
- Affidavits from the station on the agreed upon flight dates
- Advertising affidavits for Quality Assurance check

▪ **Public Service Announcement**

Produce Deliverables

- THE CONTRACTOR will develop one 30 – 60 second television PSA (English) with closed captioning
- THE CONTRACTOR will develop one 30 – 60 second television PSA (Spanish) with closed captioning
- THE CONTRACTOR will develop one print ready newspaper PSA that conveys the voter outreach message in a clear and concise manner
- A television commercial master will be approved by SBE prior to broadcasting
- A master copy will be approved by SBE prior to print
- PSA exposure to be television and newspaper

Delivery

- THE CONTRACTOR will deliver one broadcast quality television commercial, 30 seconds in duration
- THE CONTRACTOR will coordinate the delivery of two tapes (in BETA and VHS format)
- THE CONTRACTOR will coordinate the delivery of one newspaper PSA in the InDesign format
- THE CONTRACTOR will invoice upon receipt of a signed Acceptance Slip by SBE

Evaluation

- Based on ongoing relationship with media outlets in the community
- PSA announcements are free and aired per the schedule of a television station or newspaper organization; Advertising affidavits are unavailable

▪ **Outdoor Advertising**

Produce Deliverables

- THE CONTRACTOR will develop a quality Mall AD with the approved graphic layout by SBE
- THE CONTRACTOR will execute the contract for the placement of two Mall advertisements for two months prior to the Primary and General Election
- SBE will develop quality Transit, Bus Shelter, and Billboard advertisements
- SBE will execute the contracts for placing Transit, Bus Shelter, and Billboard advertisement

Delivery

- THE CONTRACTOR will deliver one quality Mall Ad in the agreed upon format by SBE and THE CONTRACTOR
- SBE will deliver one quality Transit, Bus Shelter, and Billboard advertisement
- THE CONTRACTOR will invoice upon receipt of a signed Acceptance Slip by SBE

Evaluation

- Mall, Billboard, and Transit Ad locations and advertising date information will be included in Quarterly and Final Voter Outreach Reports
 - Affidavits from the station on the agreed upon flight dates
 - Advertising affidavits for Quality Assurance check
 - **Website (MDVotes.org)**
-

Produce Deliverables

- Upload an updated Voter Instruction Brochure (Tri-Fold) in PDF format
- Online demonstration update may be required
- Instructions for LBE training on accessing and updating event database

Delivery

- Provide content and updated website screen shots for SBE approval
- Train the LBE in accessing and updating the events database
- Deliver appropriate user names and passwords to LBE
- THE CONTRACTOR will invoice upon receipt of signed Acceptance Slip by SBE

Evaluation

- THE CONTRACTOR will analyze and quantify the information in Quarterly and Final reports
- THE CONTRACTOR will provide the data from the online Voter Survey in Quarterly and Final report
- As part of a Quality Assurance review, THE CONTRACTOR will gather and analyze the data on the number of hits to the website

○ VOTER OUTREACH SUPPORT MATERIALS

▪ Voter Instruction Brochures

Produce Deliverables

- Produce Voter Instruction tri-fold brochure. The brochure illustrates steps a voter can follow in order to cast their vote.

Delivery

- 70,000 tri-fold brochures and Master copy of electronic file in InDesign format
- THE CONTRACTOR will invoice upon receipt of a signed Acceptance Slip by SBE

Evaluation

- Distribution date of brochures to SBE will be provided on the Monthly, Quarterly, and Final Report

- As part of Quality Assurance, THE CONTRACTOR will review the delivery time of the brochures

- **Display Poster**

Produce Deliverables

- Posters with SBE approved theme

Delivery

- Quantity and size of posters to be displayed will be dependent on event location

Evaluation

- Through the Quality Assurance audits, auditors will be checking on the demonstration having posters displayed
- Feedback will be noted via the QA process, specifically on the Corrective/Preventative Action (CAR/PAR) Form (Appendix E)

- **Demonstration Ballot**

Produce Deliverables

- One SBE approved demonstration ballot with English text and audio
- Ballot style to be representative of a Gubernatorial ballot
- Developed using Maryland ballot standards

Delivery

- Deliver one demonstration ballot with English text and audio
- THE CONTRACTOR will invoice upon receipt of a signed Acceptance Slip by SBE

Evaluation

- Voter survey results are reported to the SBE on a Quarterly and Yearly basis
- As part of Quality Assurance, feedback on the ballot features will be captured in voter surveys (audio ballot, magnified ballot) via voters attending events as well as on the website www.MDVotes.org

5.3 VOTER EDUCATION DEMONSTRATIONS

Produce Deliverables

- The number of two-hour events will be determined after the awarding of the RPF, in collaboration with the contractor, SBE and the LBEs
- One of the contractor's Voter Outreach Facilitators will conduct the event

Delivery

- (INSERT NUMBER OF EVENTS) two-hour period, direct, face-to-face demonstrations
 - Multiple events can be combined based on LBE requirements
- THE CONTRACTOR will invoice SBE based on the number of events conducted each quarter

Evaluation

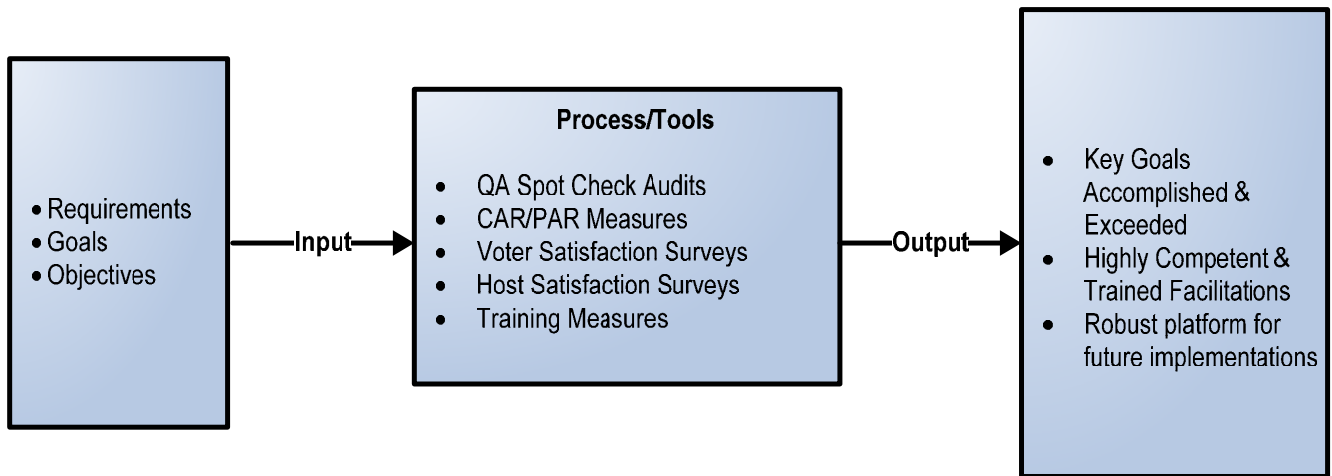
- Survey results via voters the day of the event and online voter surveys

- Survey results via the host of the event
- Quality Assurance auditors will audit a maximum of 125 events. CAR/PAR forms will be utilized to capture the feedback necessary to the appropriate Voter Outreach Voter Education Activities

Quality Assurance

○ APPROACH/STRATEGY

The Quality Assurance (QA) strategy for Voter Outreach follows the guidelines, control measures and documents that will be updated to reflect the voting system implementation. The approach to be used is a process-based approach that is repeatable and has continuous improvement measures included.



A high level flowchart of the process-based approach is shown in the figure above. The approach contains both inputs and outputs that surround the processes used for implementing the Voter Outreach strategy. The input to the process based approach will be Quality Assurance and Control requirements that are derived from customer and project requirements. Industry standard processes and tools shall be used to accomplish the requirements, goals, and continuous improvement of the Voter Outreach program. As a result of implementing the QA strategy, the program objectives and goals shall be met and exceeded (output).

○ INPUT

The inputs include the requirements and objectives provided by the customer (SBE & LBE) and the Voting Systems Team. They include:

- Professional and Trained Facilitators
- Industry Standard Voter Outreach Events
- Repeatable process based approach

○ PROCESS & TOOLS

The requirements and objectives will be accomplished and exceeded by implementing Quality Assurance and Control measures. The industry standard processes, tools, and controls will include without limitation, the following:

▪ **QA Spot Check Audits**

The areas of QA spot check audits include:

- Voter Outreach events
- Facilitator training

A comprehensive audit schedule shall be established to cover multiple aspects of the project implementation. These include:

- All facilitators
- All jurisdictions in Maryland
- All type of events (fairs, senior centers, malls etc.)
- Multiple event sizes
- Tools for auditing include the Audit Checklist (Appendix N) and CAR/PAR forms

▪ **Voter and Host Satisfaction Survey**

Quantitative quality goals for customer satisfaction, base-lined with continuous improvement targets shall be defined and set. A comprehensive review of the following shall be performed as part of implementing the QA strategy:

- Questionnaire MDVotes.org website
- Voter Satisfaction Survey
- Host Satisfaction Survey
- Data analyses of all the above surveys by the QA manager in the Monthly, Quarterly, and Final reports
- Implement improvements based on analysis of survey feedback

▪ **Training**

Analysis, improvement, and uniformity of the Voter Outreach Facilitator Training shall be accomplished with the incorporation of the following tools:

- Teach back sessions
- Comprehensive review and update to The Guide to Effective Voter Education
- Revision of Training Syllabus
- Certificates of Training
- Lessons learned tool/database shall be created to enhance and facilitate continuous improvement and retraining

○ **OUTPUT**

The output of the QA measures will result in:

- Key goals and requirements of the SBE accomplished and exceeded
- Highly satisfied and knowledgeable voters
- Robust platform for future implementations

NOTE: Quality Assurance regarding the area of media deliverables is addressed in Section 5.

Reporting

The Reporting artifacts for Voter Outreach activities are as follows:

Voter Outreach Reports			
SBE-VO-01	Voter Satisfaction Survey Results	Summarizes results of voter satisfaction surveys	Monthly
SBE-VO-02	Host Satisfaction Survey Results	Summarizes results of host satisfaction surveys	Monthly
SBE-VO-03	Audit Report Results	Summary of audits quality assurance	Monthly
SBE-VO-04	Corrective/Preventative Action	Root cause corrective and preventative action request (CAR/PAR)	As required
SBE-VO-05	Action Report (CAR/PAR)	Summary of root cause corrective and preventative actions	Monthly
SBE-VO-06	Voter Outreach Scorecard	TBD, 60 days from Notice to Proceed	Weekly
SBE-VO-07	Point of Interest Form (POI)	Completed by Project Coordinator and Approved by the LBE	As required
SBE-VO-08	Voter Outreach Accumulation Report	To be defined, 60 days from Notice to Proceed	Quarterly
SBE-VO-09	Voter Outreach Final Report	Comprehensive report associated with all activities associated with the Voter Outreach program	End of Contract

- **HIGH LEVEL MILESTONES**

- **INSERT DATE** Voter Outreach Event Coordinator begins employment
- **INSERT DATE** Voter Outreach Project Coordinator begins employment
- **INSERT DATE** The Guide to Effective Voter Education document begins review process
- **INSERT DATE** Initial Introduction Meeting in Baltimore City
- **INSERT DATE** THE CONTRACTOR Call Center Begins Scheduling Events
- **INSERT DATE** Begin Review Process of Media Scripts (TV, Radio and PSA)
- **INSERT DATE** Project/Product Kick-Off Meeting
- **INSERT DATE** Contract signed for Billboard, Transit, and Bus Shelter Ads.
- **INSERT DATE** Conduct SBE Training Review
- **INSERT DATE** Facilitator Training
- **INSERT DATE** Voter Outreach Events Begin
- **INSERT DATE** The Guide to Effective Voter Education document completed
- **INSERT DATE** Complete Media Deliverables
- **INSERT DATE** Close of Voter Registration (last day to register to vote before the Primary Election – 21st day before Primary Election)
- **INSERT DATE** Primary Election
- **INSERT DATE** Close of Voter Registration (last day to register to vote before the General Election)
- **INSERT DATE** Events End
- **INSERT DATE** General Election
- **INSERT DATE** Voter Outreach Final Report

Voter Outreach Coordinator Script (SAMPLE)

The following bullet points are the basic guidelines the Voter Outreach Coordinator should follow. The goal of these guidelines is to stay on target, but have a sincere conversation with the potential event hosts.

Introduction

Hi my name is ____ and I represent (INSERT CONTRACTOR’S NAME). How are you today?

- **REMEMBER:** If you cannot answer a question, please do not try to answer the question. Write it down and tell the host you will have an answer for them in 24 hours. It is okay to say you don’t know the answer, but will find out.

Purpose of call

- “I’m contacting you today to ask for your support in educating voters on Maryland’s voting system.” As a member of the community, would you be interested in hosting an event?

SBE has provided us with a list of potential venues that might support our efforts in educating voters who may be interested in supporting our effort to educate voters on Maryland’s voting system.

- Maryland was one of the first states to respond to the 2000 election reform by enacting House Bill (HB) 1457 “Election Law-Uniformed State-wide Voting System in the 2001 Session.
- HB 1457 requires the implementation of a Direct Recording Electronic (DRE) voting system for polling places and an optical scan voting system for absentee and provisional voting. (Other possibilities)
- Calling from (INSERT CONTRACTOR’S NAME) on behalf of the Maryland State Board of Elections.
- “Are you aware Maryland will be using a new voting system in 2010?”
- “Our goal is to educate every Maryland resident on the new voting system. This is a challenging goal, but with the support of people like you, we believe we can achieve it.”

It is an exciting time for voters in Maryland.


The demonstration by trained facilitators who will explain, demonstrate and answer questions of public/employees attending the event.

“Would you like us to provide voter registration services?”

(If not interested/ Why not? And do you belong to any other organization that might be interested?)

Closing

- Thank you very much for your time and I will be in touch soon.

	<h2>POINT OF INTEREST FORM</h2>		
Client: LBE NAME			
Project Coordinator:	Telephone:	Fax:	
Project: Voting System Implementation/VOTER OUTREACH			
Interest Initiated By:	Date	# of Expected Attendees:	
The purpose of this form is to document interest in an event aimed at voter outreach.			
DESCRIPTION OF EVENT:			
Date:			
Time of event:			
Number of hours expected to demonstrate:			
Location:			
Event: All the same voting units			
Event #:			
Expected number of guests:			
Contact Name:			
Contact Number:			
Demonstrator:			
DECLARATION:			
Permission to proceed with planning of this event has been granted by the Local Board of Elections or his or her The Contractor and the Voter Outreach Project Coordinator.			
COMMENTS:			
(THIS IS WHERE WE WILL PUT OUTLET INFORMATION, DRIVING DIRECTIONS, ETC.)			
Board of Elections Director for INSERT LBE NAME SIGNATURE:			Date:
CONTRACTOR SIGNATURE:			Date:

Proof of Performance Report (SAMPLE)

A new proof of performance form shall be created to represent the business awarded the RFP.

	<h2 style="margin: 0;">Voter Outreach Proof of Performance</h2>	<p>Official Use Only</p> <p>Faxed to SBE: Date Faxed:</p>
<p>The Proof of Performance form is an official document of the Maryland State Board of Elections, to certify a Voter Outreach Event has been completed. All sections of this form must be completed in its entirety.</p>		
<p>DESI Facilitator:</p> <ol style="list-style-type: none"> 1. Complete the EVENT DETAILS section. 2. Obtain the signature of the Contact Name or Authorized Agent <u>before</u> leaving the event. <ol style="list-style-type: none"> i. If unable to obtain Contact Name or Authorized Agent signature the day of the event, notify the Project Coordinator immediately. ii. If duration of demonstration exceeds the Scheduled Time of Event, notify the Project Coordinator immediately. 3. Please sign and date in the DECLARATION Section attesting to the completion of the Voter Outreach Event per the EVENT DETAILS. 		
<p>Event Contact: Please sign and date in the DECLARATION Section attesting to the completion of the Voter Outreach Event per the EVENT DETAILS.</p>		
<p>DESI Facilitator Name: (Please Print Clearly)</p>		
Project Coordinator:	Telephone:	Fax:
Project: Voting System Phase III Implementation/ VOTER OUTREACH		
Date of Event:	Scheduled Time of Event: Start Time: Finish Time:	Jurisdiction: Baltimore City
<p>EVENT DETAILS</p> <p>Event Name: _____</p> <p>Location: _____</p> <p>Contact Name: _____</p> <p>Was the Contact at the Event? <u> Yes </u> <u> No </u></p> <p>If No, Name of Authorized Agent _____ (Please Print Clearly)</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Start Time: _____ Finish Time: _____</p>		
<p>DECLARATION: By signing this form I attest to the completion of this Voter Outreach Event per the details listed above.</p>		
_____ (Contact/Authorized Agent Signature)	_____ (Printed Name)	_____ (Date)
_____ (DESI Facilitator Signature)	_____ (Printed Name)	_____ (Date)
Actual Duration of Demonstration _____ hours _____ minutes		
<p>Approval: _____ DESI, Voter Outreach Project Coordinator (Date)</p>		

CAR/PAR Form

The SBE approved version of The CAR/PAR Form shall be created with the assistance of the winner of the RFP contract.

Action Report (CAR/PAR)

The SBE approved version of the Action Report (CAR/PAR) will be added as an Appendix to the contract

The Guide to Effective Voter Education

The SBE approved version of The Guide to Effective Voter Education will be updated and added as an Appendix to the contract.

Voter Satisfaction Survey Results

The SBE approved version of the Voter Satisfaction Survey Results will be added as an Appendix to the contract

Host Satisfaction Survey Results

The SBE approved version of the Host Satisfaction Survey Results will be added as an an Appendix to the contract

Audit Report Results

The SBE approved version of the Audit Report Results will be added as an Appendix to the contract

Voter Outreach Accumulation Report

The SBE approved version of the Voter Outreach Accumulation Report will be added as an Appendix to the contract

Voter Outreach Final Report

The SBE approved version of the Voter Outreach Final Report will be added as an Appendix to the contract

Audit Checklist

The SBE approved version of the Audit Checklist Report will be added as an Appendix to the contract

VOTING SYSTEM SERVICES KEY PERSONNEL

1. Project Manager (1 FTE)
 - a. Duties – The duties of the Project Manager include:
 - i. Serving as SBE's principal point of contact for the Contractor;
 - ii. Maintaining overall responsibility for contract performance, including transition, training, contract services, risk management, and quality of services;
 - iii. In conjunction with SBE and the voting system vendors, provide oversight and coordination responsibility for implementation, training, risk management, quality of services, election support resources for the voting system, and operations and maintenance of the voting system;
 - iv. Day-to-day management of the project management office as well as the overall contract operations and management of resources, involving voting system related multiple projects and groups of stakeholders at multiple locations;
 - v. Organizing, directing, and coordinating the planning and execution of all contract activities, including sub-contractors;
 - vi. Overseeing the development and updates of the numerous project management and voting system deliverables as per agreed upon schedule and cost; and
 - vii. Establishing and altering, as necessary, the Contractor's management structure to accomplish contract activities.
 - b. Period of Deployment –Duration of Contract
 - c. Capabilities – The Project Manager shall:
 - i. Demonstrate excellent writing and oral communication skills as well as skills in those technical areas involved in the contract activities;
 - ii. Have full authority for negotiating and making binding decisions for the Contractor;
 - iii. Have full authority to commit the Contractor and its assets to the project;
 - iv. Have experience and demonstrated capabilities in leading projects similar in size and complexity to the contract's Statement of Work, including managing teams composed of data processing and other information management professionals, including sub-Contractors; and
 - v. Adhere to high ethical standards.
 - d. Education: A Master's degree (preferred) or a Bachelor's degree from an accredited college or university with a major in project management (preferred) and a current certification of Project Management Professional or higher from the Project Management Institute (PMI).
 - e. Experience – The Project Manager shall have experience in developing and implementing information technology systems in addition to managing the several full time and temporary resources necessary to support the requirements of election administration and execution. The Project Manager shall have experience and proven ability to manage the expectations of diverse stakeholders and stakeholder groups. Experience implementing and managing voting systems is strongly desirable.
2. Quality Manager (1 FTE)
 - a. Duties - The duties of Quality Manager include:
 - i. Working with the various stakeholders to ensure the definition and enforcement of quality control standards;
 - ii. Overseeing the development, implementation, and execution of quality assurance procedures for the voting system and related services;
 - iii. Performing quality audits, analysis, and audit reporting; and
 - iv. Develop, analyze, and reporting of customer surveys and questionnaires.
 - b. Period of Deployment – Duration of Contract
 - c. Capabilities – The Quality Manager must be capable of:

- i. Understanding the functions of the entire voting system and its related services;
 - ii. Establishing quality control procedures based on SBE requirements and industry best practices;
 - iii. Establishing and executing quality assurance procedures based SBE requirements and industry best practices;
 - iv. Preparing the required documentation and related requirements in order to perform the established quality assurance procedures;
 - d. Education: The Quality Manager should possess a bachelor's degree from an accredited college or university with an emphasis on quality management. In addition, certification or other proof of training in quality management is high desirable.
 - e. Experience – The Quality Manager shall have demonstrated experience developing and implementing quality assurance procedures for a large scale IT project. Experience developing and implementing quality assurance procedures for a voting system project is desirable.
- 3. Training Coordinator (1 FTE) –
 - a. Duties – The duties of the Training Coordinator include directing all aspects of the planning, preparation, scheduling, and deployment of the several facets of the voting system training.
 - b. Period of Deployment – Duration of Contract
 - c. Capabilities – The training coordinator must be capable of:
 - i. Understanding the functions of the entire voting system and its related services;
 - ii. Coordinating, developing, and revising training curriculum;
 - iii. Preparing appropriate training materials;
 - iv. Preparing materials for course instructors, including course outlines, background materials, training aids, and course assessments;
 - v. Preparing materials for students, including course manuals, workbooks, handouts, completion certificates, and course critique forms; and
 - vi. Delivering courses that utilize best practices for training adult learners.
 - d. Education: A Master's degree (preferred) or a Bachelor's degree from an accredited college or university with a major in Education/Training. In addition, certification or other proof of training in Education/Training is high desirable.
 - e. Experience: The Training Coordinator shall have at least four years of experience in information systems development training or a related field. It is desirable for the training coordinator to have experience with end user training on computer hardware and software applications.
- 4. Public Relations/Voter Outreach Coordinator (1 FTE) –
 - a. Duties – The duties of the Public Relations/ Voter Outreach Coordinator include:
 - i. Meeting the requirements outlined in the Voter Outreach Strategy document;
 - ii. Developing and implementing strategies to instill public confidence in the voting system and Maryland elections;
 - iii. Manage the Contractor's temporary resources in support of voter outreach events
 - b. Period of Deployment – From notice to proceed until completion of the 2010 Gubernatorial General Election.
 - c. Capabilities: The Public Relations/Voter Outreach Coordinator must have the capability to:
 - i. Effectively communicate with stakeholders and stakeholder groups including local board management and staff, media, voting public, and organizations; and
 - ii. Manage the several stakeholders involved in the voter outreach activities.
 - d. Education: Bachelor's degree from an accredited college or university, preferably in a public relations related discipline.
 - e. Experience: The Public Relations/Voter Outreach Coordinator shall have at least four years of experience in public relations. It is desirable for this individual to have experience with voter outreach efforts.
- 5. Election Subject Matter Expert (1 FTE)
 - a. The duties of the Election Subject Matter Expert include:
 - i. Serving as an information resource by providing expert knowledge of election

- management practices, federal voting systems statutes, and voting system practices in other jurisdictions outside of Maryland;
 - ii. Assisting SBE define statewide standard practices to meet federal, State, and local reporting requirements; and
 - iii. Performing analyses and developing plans and requirements for effectively implementing the voting system and associated business processes.
 - b. Period of Deployment: – From notice to proceed until completion of the 2010 Gubernatorial General Election.
 - c. Capabilities – The Subject Matter Expert shall have:
 - i. Excellent written and oral communication skills and be a consensus builder able to achieve goals of standardization in voting system practices and reporting among the 24 local boards of elections and SBE.
 - d. Education – Bachelor’s degree from an accredited college or university preferably in a government related discipline.
 - e. General Experience: At least ten years of election management experience, such as serving as a state or local election director preferred.
 - 6. Documentation Specialist
 - a. Duties – The duties of the Documentation Specialist include:
 - i. Gather, analyze, and compose technical information into a documentation format approved by SBE; and
 - ii. Consolidate documentation and information from the voting system vendors.
 - b. Period of Deployment – Contract Duration
 - c. Capabilities – The Documentation Specialist should be able to:
 - i. Effectively and expeditiously, communicate with stakeholders complete the required documentation tasks;
 - ii. Conduct research and ensure the use of proper documentation and voting system technical terminology;
 - iii. Translate technical information into clear and readable documents for audiences of varying levels of technical knowledge;
 - iv. Effectively navigate the several Microsoft Office tools in the creation, updating, and publishing of documents.
 - d. Education – A Bachelor’s degree from an accredited college or university is preferred. In addition, certification or other proof of training in technical writing and/or documentation development is high desirable.
 - e. Experience – Should be proficient in the several Microsoft Office tools in addition to proven experience in the development and publishing of all levels of documentation (e.g. manuals, forms, correspondence).



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Appendix D1



STATEMENT OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

APPLICATION FOR CRIMINAL HISTORY RECORD CHECK

-READ INSTRUCTIONS BEFORE COMPLETING THIS APPLICATION
 -ONLY ORIGINAL APPLICATION WILL BE PROCESSED
 -TYPE OR PRINT ALL INFORMATION CLEARLY
 -CHECK OR MONEY ORDER (NO CASH) MADE PAYABLE TO:
 CJIS-CENTRAL REPOSITORY
 -MAIL COMPLETED APPLICATION TO:
 CJIS, P.O. BOX 32708, PIKESVILLE, MD 21282-2708
 OR RETURN TO REQUESTING AGENCY
 -FOR ASSISTANCE CALL 410-764-4501

NAME _____
(Last) (First) (Middle) (Maiden)

ADDRESS _____
(Number) (Street) (P.O. Box)

DAYTIME PHONE NUMBER _____ EVENING PHONE NUMBER _____

DATE OF BIRTH _____ PLACE OF BIRTH _____ CITIZENSHIP _____
MM / DD / YYYY

HEIGHT: FT. _____ IN _____ WEIGHT _____ RACE _____ SEX _____ EYES _____ HAIR _____

† SOCIAL SECURITY NUMBER _____

MD, DRIVER LICENSE NUMBER _____

POSITION APPLIED FOR: _____

AUTHORIZATION NUMBER _____

ATTENTION _____

MAIL REPLY TO: _____
(NAME)

ADDRESS _____
(Number) (Street) (P.O. Box)

(City) (State) (Zip)

† Privacy Act of 1974 (PL 93-579) applies.

"By submitting your check for payment you are opting into electronic processing. To see more details on this please visit our website at www.dpscs.state.md.us"

- State Only
- State and FBI
- State and FBI Volunteer

CHRI REQUEST TYPE:

Check Only One

- Adult Dependent Care
- Attorney/Client
Criminal Case #
- Child Care
- Criminal Justice
- Gold Seal Letter/Adoption
- Gold Seal Letter/Visa
- Government Employment
- Government
Licensing or Certification
- Immigration/Visa
- Individual Challenge
- Individual Review
- MSP Licensing
- Private Employer Petition
- Public Housing Authority

Payment Enclosed

Amount \$ _____
Check or M.O. # _____

- Bill Authorization Account
(must have approved billing agreement)
- Indigent (Form must be attached with verification)
- One FBI fingerprint card enclosed for FBI

APPLICANTS REQUIRED TO MAKE DISCLOSURE MUST complete the Statement below.

DISCLOSURE

I _____ (PRINT NAME)

hereby declare or affirm under Penalty of Perjury, that I

(Check one) → HAVE HAVE NOT

been convicted, received a probation before judgment, received a not criminally responsible disposition, & that I

(Check one) → AM AM NOT

the subject of pending criminal charges. I further declare or affirm that I am the applicant whose signature appears below.

Appendix D1

UPDATE (U)	[]	INITIALS
VERIFY (V)	[]	INITIALS
FILE	[]	INITIALS
CONSOLIDATED DATE	[]	INITIALS
CONSOLIDATED		
SID		



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REPOSITORY USE ONLY

SID NUMBER

Certification Signature _____ Date _____

Signature of Person Taking Prints _____ Date _____

SIGNATURE OF APPLICANT _____ DATE _____

I.D. # or Agency, ORI & Personnel # _____

1. RIGHT THUMB	2. RIGHT INDEX	3. RIGHT MIDDLE	4. RIGHT RING	5. RIGHT LITTLE	
6. LEFT THUMB	7. LEFT INDEX	8. LEFT MIDDLE	9. LEFT RING	10. LEFT LITTLE	
LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY		LEFT THUMB	RIGHT THUMB	RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY	

Policy for Conducting Criminal History Background Investigations

Purpose

The purpose of this policy is to provide a standard for the use and application of Criminal History Background Investigations (CHBI) by the State Board of Elections (SBE) and local boards of elections (LBEs).

Legal Authority

Pursuant to §§ 3-401 through 3-413 and 3-701 through 3-705 of the State Finance and Procurement Article, the Department of Budget and Management Office of Information Technology is required to develop an *Information Technology Security Policy and Standards (ITSPS)*. Specifically, section 8.5 of the ITSPS states:

Security clearances are required for personnel as determined by the system sensitivity and data classification designation. Agencies will ensure that an appropriate background investigation (e.g., CJIS, State Police) has been completed on personnel as necessary. Agencies will maintain personnel clearance information on file.

In other words, the ITSPS requires agencies to ensure sufficient security clearance for employees who use systems that are deemed by the agency as sensitive. That designation has been made for the voting system and certain aspects of the MDVOTERS system.

Background

The *Rules of Security Behavior for Board of Elections' Officials and Employees* requires election officials and employees to submit to all necessary background checks and receive authorization before having access to sensitive, confidential, or trademark specific information, materials, or equipment. These background checks are necessary to ensure that SBE and LBEs are taking necessary and reasonable steps to protect the confidential voter registration and candidate records and to ensure the security and integrity of the voting system.

Applicability

SBE and LBEs are required to conduct a CHBI of any election official or employee who is initially hired to positions that meet any of the below stipulations as well as an official or employee whose new duties meet any of the below stipulations. These stipulations include:

- Employees who may have any access to and or may manipulate information of those voters or candidates who have been classified as confidential.
- Employees who will be authorized to maintain MDVOTERS servers.
- Employees who will be authorized access to GEMS servers.
- Employees who may be responsible for moving/transporting, storing, securing or working on voting systems and components. This includes:
 - Employees who work in the warehouse with the voting equipment;
 - Employees who conduct L&A testing;
 - Employees who transport voting equipment to or from the polls; and
 - Employees who conduct post election voting equipment maintenance.

Policy

The SBE Chief Information Officer (CIO) or the Chief Information Systems Security Officer (CISSO) shall request a CHBI for all full-time, part-time, permanent and contract employees of the State or Local Boards of Election who have any access to the electronic voting systems or to information designated as confidential in the electronic voter registration systems. At the direction of the CIO or CISSO, a CHBI may be conducted on election judges. The CIO or CISSO shall request the CHBI once for such employees prior to the first election of the year or upon initial employment.

If the CHBI indicates that the employee or contract employee has been found guilty of a crime that is included on the list of infamous as revised annually by the Office of the Attorney General, the CIO or CISSO shall prohibit such employee or contract employee from preparing, programming, operating, using or having any access to all components of the electronic voting systems or confidential voter registration information.

APPENDIX D3

CRIMINAL HISTORY RECORD CHECK PROCEDURES

Supplies Needed — Fingerprint Card and Instructions

- ❑ 1 Maryland Application for Criminal History Record Check Fingerprint Card (CJIS-012, purple)
- ❑ Instructions for completing the State of Maryland Application for Criminal History Record Check
- ❑ Complete **ONLY** the portion from **Name through Position Applied For** and the **Disclosure** on the reverse side

Scheduling and Payment for Fingerprinting

- ❑ Contact your nearest Maryland State Police (MSP) Barracks to determine when applicant/employment fingerprinting is being done.
- ❑ Report to the barracks on the day of the week and time when applicant/employment fingerprinting is being performed. Some local law enforcement agencies will do applicant/employment fingerprinting but you should check with the local law enforcement agency in advance.
- ❑ Bring a check or money order payable to the MSP (amounts vary throughout the state). MSP will not accept cash for this service.
- ❑ Following the instruction sheet for the CJIS Form #012 and complete the applicant section of the fingerprint card. Clearly print your information where requested on both sides of the fingerprint card using **black ink**.
- ❑ Return the fingerprint card to your office for mailing to the Maryland State Board of Elections.

Submission of the Fingerprint Cards and Payment

- ❑ Mail fingerprint card(s) to the State Board of Elections in a sealed envelope to my attention and we will forward them to the Criminal Justice Information System — Central Repository (CJIS-CR) for processing.
- ❑ Following completion of the criminal history check and when billed by CJIS-CR, SBE will invoice your local board for the cost of the criminal history check. The cost for the criminal history check is \$18.00.

If you have any questions regarding this procedure, please call Janey Hegarty/SBE at 410/269-2918.

**VOTING SYSTEM SERVICES
IMPLEMENTATION SCHEDULE OF DELIVERABLES**

#	Deliverable / Milestone	Start Date	Finish Date
1.	Contract Award ¹	12/16/09	12/16/09
2.	Notice to Proceed	12/18/09	12/18/09
3.	Voter Outreach Planning	12/21/09	03/12/10
4.	Services Implementation Kickoff Meeting	02/11/10	02/11/10
5.	Initial Services Project Plan Due to SBE	12/29/09	12/29/09
6.	Election Resource Support Plan Due to SBE	12/29/09	12/29/09
7.	Transportation Plan Due to SBE	12/29/09	12/29/09
8.	Plan for and Remove Excess DRE Touchscreens from Local Boards	01/06/10	05/28/10
9.	Voter Outreach Support Plan Due to SBE	01/18/10	01/18/10
10.	Voting System Implementation Kickoff Meeting	02/11/10	02/11/10
11.	Updated Full Services Project Plan Due to SBE	03/01/10	03/01/10
12.	Updated Transportation Plan Due to SBE	03/01/10	03/01/10
13.	Updated Election Resource Support Plan Due to SBE	03/01/10	03/01/10
14.	Conduct Voter Outreach	03/15/10	11/05/10
15.	Support for Voting System Acceptance Testing	04/07/10	06/17/10
16.	Transportation of New Voting System to Local Boards	04/19/10	06/29/10
17.	Support for Voting System Implementation	04/22/10	07/02/10

¹ Milestone Approval

State of Maryland

Rules of Security Behavior for Board of Elections' Officials and Employees

This form must be completed and filed with SBE within 30 days of hiring. Please read this document carefully. After reviewing the document, please sign and date. You must sign and date this form before another person. This person will serve as your witness and must sign on the appropriate line.

Name: _____ Address: _____

County: _____ City/State/Zip: _____

Phone: _____ Date of Birth: _____

For purposes of this document:

1. "Election officials and employees" mean individuals who are:
 - a. A temporary or permanent employee, other than an election judge, of the State Board of Elections (SBE) or a local board of elections (LBE);
 - b. A member of the State or a local board of elections;
 - c. A State or county employee temporarily assigned to SBE or a LBE;
 - d. A vendor, other than a county attorney appointed under §2-205 of the Election Law Article, providing services to SBE or a LBE; or
 - e. A volunteer (other than a voting system demonstrator) who has access to elections information systems.
2. "Election day" includes all days during which early voting is conducted.

Election officials and employees shall:

1. Always wear an identification badge and carry a photo identification when required by the Election Director or State Administrator;
2. Not share password(s) or provide unauthorized access to an election information system;
3. Not allow access to information deemed sensitive, confidential, or trademark specific, including personal voter registration or candidacy information, to the extent protected by law; and
4. Consistent with the *Policy for Conducting Criminal History Background Investigations*, submit to all necessary Criminal History Background Investigations and receive authorization before having access to sensitive, confidential or trademark specific information, materials or equipment.

Election officials and employees conducting field-work (i.e. visiting polling places) on election day shall:

1. Immediately report the failure of a precinct to open or open on time to the LBE and the State Administrator; and
2. Immediately notify the LBE and the State Administrator of any suspicious activity in a polling place.

Election officials and employees with access to the Global Election Management System (GEMS) Server or the MDVOTERS system shall:

1. Only use GEMS for elections authorized by the State Administrator;
2. Only install software authorized by the State Administrator on the GEMS Servers;
3. Not move a GEMS Server without obtaining prior approval from the State Administrator;
4. Always secure the room(s) where the GEMS Servers are located;
5. Ensure that a GEMS Server's *Physical Security Log* is located near each GEMS Server and is signed by each person who has contact with the Server;
6. Ensure that the GEMS Server is not connected to a telecommunication source for transmitting election day results until after the polls are closed;
7. Immediately disconnect the GEMS Server from its telecommunication source immediately after results have been transmitted;
8. Not connect the GEMS Server to any network, without prior authorization by the State Administrator;
9. Only allow access to the GEMS Server room to individuals who are on the approved access list (unless physically escorted by an employee with access);
10. Not allow an unauthorized individual to use GEMS or MDVOTERS for any purpose; and
11. Not give out GEMS or MDVOTERS login details and/or passwords to anyone. Only the user shall have possession of the login details and password.

Election officials and employees given certain voting system components (including voting units, smart cards, and encoders) shall:

1. Secure the supervisor and central administrator passwords in a locked compartment, separate from the supervisor and central administrator cards;
2. Provide each new supervisor with new and individual passwords;
3. Change any and all combination, access or security locks upon the loss of any authorized employee;
4. Ensure the smart key cards (security key cards, central administrator cards, supervisor cards, and voter access cards) are always secure and inventoried weekly;
5. Report the loss of a smart key card immediately upon discovery to the State Administrator and LBE;
6. Maintain constant care, custody and control over voting system components and not allow unapproved access to or use of voting system components to someone who is not an authorized election official or employee; and
7. Only move voting equipment pursuant to chain custody signature requirements.

I have read and understand these rules of security behavior. I also understand that violation of any applicable rule:

- May give rise to criminal penalties under Election Law Article §§ 16-301, 16-302, 16-802, or 16-804 of the Annotated Code of Maryland;
- May result in disciplinary action as defined in State Personnel & Pensions Article § 11-104 of the Annotated Code of Maryland; and
- Other disciplinary actions as provided under applicable rules.

Signature

Date

Witness

Date

DEPARTMENT OF GENERAL SERVICES RECORDS MANAGEMENT DIVISION RECORDS RETENTION AND DISPOSAL SCHEDULE		Schedule No.
Agency Maryland State Board of Elections		Page 1 of 11
Item No.	Description (Supersedes 1066 and 1137)	Retention
0.	Electronic records have the same retention period as paper And are subject to the Maryland State Archives Regulations, Title 14, Subtitle 18, Chapter 04 Electronic Records.	
1.	STATE BOARD OF ELECTIONS MINUTES These files contain Board meeting agendas and minutes pertaining to the official acts and policy decisions of SBE.	Retain permanently, Transfer periodically to the State Archives.
2.	GENERAL ADMINISTRATIVE CORRESPONDENCE FILE This file series contains correspondence with State officials, state and federal agencies, candidates, representatives of political community and civic groups, and individuals as well as executive plans and publications pertaining to the business of SBE.	All policy documents and documents pertaining to the development and organization of the agency should be offered to the State Archives for permanent retention. Retain all general correspondence for 3 years; then destroy.
3.	LITIGATION AND LEGAL ADVICE This file series contains correspondence pertaining to all litigation brought against or by SBE as well as Opinions of the Attorney General and legal advice rendered.	Retain permanently , Transfer periodically to the State Archives.
4.	PROCEDURES, POLICIES AND DIRECTIVES This file series contains all procedures, policies and directives of the SBE or the Administrator in carrying out mandated duties.	Retain permanently , Transfer periodically to the State Archives.
5.	REGULATIONS BACKUP MATERIAL	Retain as long as regulation is in effect; then destroy.
Approved by Department, Agency, or Division Representative. Date <u>June 5, 2003</u> Signature _____ Type Name <u>Terry R. Holliday</u> Title <u>Deputy Director, Candidacy and Campaign Finance</u>		Schedule Authorized by State Archivist. Date _____ Signature _____

**DEPARTMENT OF GENERAL SERVICES
RECORDS MANAGEMENT DIVISION
RECORDS RETENTION AND DISPOSAL SCHEDULE**

Schedule No.

Page 2 of 11

Item No.	Description	Retention
6.	<p>VOTER REGISTRATION STATISTICS</p> <p>This file series contains documents relating to Voter Registration Statistics.</p>	<p>Retain permanently, Transfer periodically to the State Archives.</p>
7.	<p>LEGISLATION</p> <p>This file series contains all correspondence and memos relating to proposed legislation by or affecting SBE.</p>	<p>Retain 10 years, then destroy</p>
8.	<p>DATA PROCESSING FILES</p> <p>This file series contains all files on the employees' workstations and/or office servers.</p>	<p>Retain 5 years, then destroy</p>
9.	<p>CAMPAIGN FINANCING AND CANDIDACY RECORDS</p> <p>This file series contains all documents filed by candidates in accordance with the Maryland Law Relating to Campaign Finance, including Title 14 Disclosure Records and Public Financing Act documentation.</p>	<p>Retain for 4 years from the date of election; then send to the State Archives for permanent retention.</p>
	<p>a. FEDERAL CAMPAIGN FUND REPORTS</p>	<p>Retain 22 months, then destroy</p>
10.	<p>BALLOT MATERIALS FILES</p> <p>These files contain all polling place and absentee ballots approved by SBE, specimen ballots filed with SBE by the local boards, ballot questions and constitutional amendment publications, printers listings, candidates lists and related materials.</p>	<p>Retain permanently, Transfer periodically to the State Archives.</p>
11.	<p>ELECTION RESULTS</p> <p>These files contain all the official election returns sent to SBE by the local boards, as well as final determinations of elections by the SBE or the State Board of Canvassers.</p>	<p>Retain permanently, Transfer periodically to the State Archives.</p>
12.	<p>CORRESPONDENCE FILES – LOCAL BOARDS</p> <p>This file series contains copies of all correspondence and documents sent to SBE's 24 local boards.</p>	<p>Retain 5 years, then destroy</p>
13.	<p>LOCAL BOARD'S MINUTES</p> <p>This file series contains the minutes of all 24 local elections' boards pertaining to their official acts and policy decisions.</p>	<p>Retain permanently, Transfer periodically to the State Archives.</p>

**DEPARTMENT OF GENERAL SERVICES
RECORDS MANAGEMENT DIVISION
RECORDS RETENTION AND DISPOSAL SCHEDULE**

Schedule No.

Page 3 of 11

Item No.	Description	Retention
14.	PETITIONS (NEW PARTY, NOMINATIONS, REFERENDUM)	Retain ten (10) years, then destroy.
15.	<p>ACCOUNTING This series includes all standard STATE accounting forms as well as other accounting media, which provide supporting data for the special and general accounting records.</p> <p>Changes in records format will not necessarily require revision of the retention schedule. However, should the scope or content of a records series be altered, the schedule may be amended to reflect such changes.</p> <p>A. <u>General Accounting Records</u> Certificate of Deposit and Bank Deposit Slips Distribution of Charges Memorandum of Adjustments Monthly Report of State Funds Collected and Deposited</p> <p>B. <u>Special Accounting Records</u> Reports of audits conducted by the Legislative Auditors</p> <p>Reports of audits conducted by persons or agencies other than the Legislative Auditors</p> <p>Books of Final Entry - General Ledgers</p> <p>C. <u>Budget and Fiscal Planning Records</u> Budget Estimates Budget Schedule Amendment Materials and Supplies Physical Inventory Report of Fixed Assets Report of Materials and Supplies Request for Position Action</p> <p>D. <u>Payroll Accounting Records</u> Employee Roster Card File Payroll and Check Register Payroll Exceptions Time Report Payroll Transmittals Payroll Warrants</p>	<p>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</p> <p>Retain for ten (10) years then destroy.</p> <p>Retain permanently. Transfer to State Archives periodically.</p> <p>Retain permanently. Transfer to State Archives periodically.</p> <p>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</p> <p>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</p>

**DEPARTMENT OF GENERAL SERVICES
RECORDS MANAGEMENT DIVISION
RECORDS RETENTION AND DISPOSAL SCHEDULE**

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Item No.	Description	Retention
	<p>Q. Purchasing Register R. Receiving Reports S. Report of Delivery/Partial Delivery T. Requisition Forms, Miscellaneous U. Requisitions for Supplies V. Warehouse Requisitions W. Automation Management Reports X. Contract Progress Reports Y. Contract Deliverables Z. Correspondence and memos relating to the development of election software and appropriation of hardware.</p>	
17.	<p>VENDOR LIST</p>	<p>Retain until superseded; then destroy.</p>
18.	<p>PERSONNEL FOLDERS This series applies to Departments of Personnel within Maryland State Government and includes all standard personnel forms as well as other personnel media, which provide supporting data for both special and general personnel records.</p> <p>Upon selection for employment within the Department of _____ either as a new hire, transfer, reinstatement or temporary employee, a personnel folder is prepared. This folder may contain all or some of the following documents:</p> <p>A. Application B. Appointment Letter C. Correspondence Relating to New Appointment D. Personnel Payroll Form E. Personnel Position Action Request F. Personnel Recruitment Screening Report G. Personnel Transaction Form H. Retirement Form</p>	<p>Retain for three (3) years after termination of employment and then destroy.</p>

**DEPARTMENT OF GENERAL SERVICES
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Item No.	Description	Retention
	<p>During continued employment, the folder may contain the following:</p> <ul style="list-style-type: none"> a. Change of Address Forms b. Clearance File c. Charges for Removal d. Commendations e. Contractual Employment f. Counseling Sessions g. Disciplinary Actions h. Efficiency Ratings i. EOE Statistical Reports j. General Correspondence k. Grievance Actions l. Health Insurance Benefits Forms m. Leave Forms n. Orientation Program o. Position History p. Probation q. Promotions r. Resumes s. Suggestion File t. Summer Employment u. Suspension Actions v. Training <p>The final documents in the folder are a personnel payroll form and the following:</p> <ul style="list-style-type: none"> i. Letter of Resignation ii. Retirement iii. Transfer iv. Dismissal 	

**DEPARTMENT OF GENERAL SERVICES
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Item No.	Description	Retention
19.	PERSONNEL I.D. NUMBER (PIN)	Permanent, transfer periodically to the MSA
20.	STATUS CARD FILE	Retain for five (5) years, then destroy
21.	<p>HISTORY FILE Upon being selected for employment within the Department of _____ either as new hire, transfer, reinstatement or temporary employee, a personnel history card is prepared.</p> <p>This card contains the following data:</p> <ol style="list-style-type: none"> 1. Name 2. Address 3. Social Security Number 4. Telephone Number 5. Race 6. Sex 7. Birthdate 8. Increment Date 9. EOD (Entry on Duty) Date 10. Classification 11. Effective Date of Classification 12. Employment 13. Salary 14. Position Identification Number for employee <p>Each reclassification, promotion, demotion, change in salary, extended probation, title change, change of address or telephone number is duty noted on the card. The last entry of the History Card would be one of the following:</p> <ol style="list-style-type: none"> 1. Resignation 2. Retirement 3. Transfer 4. Dismissal 5. Expiration <p>The card would then be filed inside the personnel folder and filed in the inactive personnel file.</p>	Retain for three (3) years after termination of employment and then destroy
22.	WORKERS COMPENSATION FIRST REPORT OF INJURY REPORTS	Retain for 5 years then destroy.
23.	DEPT. OF PERSONNEL PART-TIME QUARTERLY REPORTS	Retain for 5 years then destroy.
24.	DEPT. OF PERSONNEL ANNUAL REPORTS	Retain for 5 years then destroy.
25.	AGENCY/DEPT. PERSONNEL BUDGET REPORTS	Retain for 5 years then destroy.

**DEPARTMENT OF GENERAL SERVICES
RECORDS MANAGEMENT DIVISION
RECORDS RETENTION AND DISPOSAL SCHEDULE**

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Agency

Maryland State Board of Elections

Division/Unit

Item No.

Description

Retention

26.

VOTER REGISTRATION

Original voter registration form

22 mos. past the last federal election in which the voter was eligible to vote, then destroy

"Those records predating installation of the electronic system must be retained permanently and transferred to the State Archives."

Authorization/request for change of address, name, party, etc.

22 mos., then destroy

Authorization/request to cancel registration.

22 mos., then destroy

All records generated in course of producing acknowledgment notices, confirmation mailings, mail verification or any other confirmation of voter status.

2yrs., then destroy

Notices returned to election offices by registrants responding to verification or confirmation mailings.

2yrs., then destroy

Rejected applications for voter registration.

22 mos., then destroy

Declinations to register at public assistance agencies.

22 mos., then destroy

Statistical records of registration, voting and file maintenance activity required for biennial reporting to FEC.

2yrs., then destroy

27.

BALLOTS AND RELATED DOCUMENTATION

All voted ballots, paper or machine-read, including absentee ballots.

22 mos., then destroy

Strips or sheets mounted on lever or DRE voting machines (ballot faces), each identified by machines number and precinct.

22 mos., then destroy

Assembled vote recorder pages (Votomatic), each identified by precinct.

22 mos., then destroy

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Item No.	Description	Retention
28.	Provisional ballots and documentation associated therewith.	22 mos., then destroy
	Spoiled ballots.	Until State deadline for initiating contest or recount has passed, then destroy
	Rejected or disallowed ballots and documentation associated therewith.	22 mos., then destroy
	Ballot accounting report.	Until State deadline for initiating contest or recount has passed, then destroy
	POLLING PLACE RECORDS OTHER THAN BALLOTS	
	List of voters used in each polling place.	22 mos., then destroy
	Records containing voter signature, including any oath executed by voter.	22 mos., then destroy
	Listing of those who voted made by poll workers.	22 mos., then destroy
	Any other record reflecting identity of those who cast ballots.	22 mos., then destroy
	Records of challenge to any person's right to vote.	22 mos., then destroy
	Records of implementation of "fail safe" provisions of NVRA.	22 mos., then destroy
	Voter assistance records, identifying both voter assisted and person(s) rendering assistance.	22 mos., then destroy
	Tally sheets, canvass reports, statements of votes.	22 mos., then destroy
	Lever machine, locked at close of polls (non-printer machines only)	Until State deadline for initiating contest or recount has passed, then destroy
AVM Print-o-matic report sheets, opening and closing of polls.	22 mos., then destroy	
Removable data storage device (PROM, memory pack, cartridge, etc.)	For purpose of recount or contest resolution, retain intact until State deadline for initiating contest or recount has passed, then destroy	
	For compliance with USC 42 1974 et seq., retention period is 22 mos. <i>Either</i> save that data storage device itself, <i>or</i> save, on electronic medium, record of programming the device, and the post-election hard copy of its outpost plus the program used to read the device. For detail, then destroy	

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Item No.	Description	Retention
	Poll worker attestations of status of premises and equipment at opening and closing of polls.	22 mos., then destroy
	Reports produced by electronic voting device at opening and closing of polls.	22 mos., then destroy
	Records of write-in votes, if cast other than on a ballot.	22 mos., then destroy
	Records of ballot images, or ballot sets, produced by electronic voting devices.	22 mos., then destroy
	Records of service or maintenance to voting equipment at the polling place.	22 mos., then destroy
	Records of poll worker appointment and service.	22 mos., then destroy
	Records of poll watcher/challenger appointment and service.	22 mos., then destroy
	Records of assignment and delivery of voting equipment.	22 mos., then destroy
29.	ABSENTEE VOTING OTHER THAN BALLOTS	
	Applications for absentee voting.	22 mos., then destroy
	Envelopes in which absentee ballots are returned, including those returned too late to be counted, but excluding blank secrecy envelopes if such are used.	22 mos., then destroy
	Records of challenges to and rejection of absentee ballots.	22 mos., then destroy
	Records or log of the administration of absentee voting.	22 mos., then destroy
30.	VOTING SYSTEM PREPARATION	
	Election database, election definition, ballot design.	22 mos., then destroy
	Records of programming and testing of lever machines.	22 mos., then destroy
	Records of specialization of vote-counting software.	22 mos., then destroy
	Records of programming ("burning") removable data storage devices for precinct tabulators.	22 mos., then destroy
	Records of pre-election testing of electronic vote-counting systems.	22 mos., then destroy
	Test deck(s).	22 mos., then destroy

**DEPARTMENT OF GENERAL SERVICES
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Item No.	Description	Retention
<p>31.</p>	<p>VOTE COUNT IN CENTRAL OFFICE (or at regional site)</p> <p>Tally sheets, canvass sheets.</p> <p>All vote-counting software.</p> <p>One copy of all output of computer printer.</p> <p>System log.</p> <p>Ballot images, or ballot sets, produced by electronic voting devices.</p> <p>Records of any verification of the count done before certification.</p> <p>Records documenting plan and activity to ensure security of records, ballots, equipment and premises, including any breaches of security.</p> <p>Records reflecting the certification of the outcome of the election, and copies of notifications sent to winning candidates.</p>	<p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p>
<p>32.</p>	<p>CONTESTED ELECTIONS AND RECOUNTS</p> <p>Procedures and guidelines.</p> <p>Log or diary of activity.</p> <p>Records created for and during the recount.</p>	<p>22 mos., then destroy</p> <p>22 mos., then destroy</p> <p>22 mos., then destroy</p>
<p>33.</p>	<p>VOTER INFORMATION BY ELECTION</p> <p>Election returns by precinct for each election.</p> <p>Voter registration statistics by precinct for each election.</p> <p>Voter turnout statistics by precinct for each election.</p> <p>Precinct map or maps, with boundaries in effect at time of each election.</p> <p>Computerized file of the voter registry at time of each election.</p>	<p>Permanent, Transfer periodically to the State Archives.</p> <p>Permanent, Transfer periodically to the State Archives.</p> <p>Permanent, Transfer periodically to the State Archives.</p> <p>Permanent, Transfer periodically to the State Archives.</p> <p>Permanent, Transfer periodically to the State Archives.</p>

Local Boards of Elections

Allegany

701 Kelly Road, Suite 213
 Cumberland MD 21502-3401
 Catherine O. Davis, Election Director
 301-777-5931
 301-777-2430 (Fax)
www.gov.allconet.org/elections/election_home.htm
elections@allconet.org
[Directions To This Location](#)

Anne Arundel

Anne Arundel County Government Building
 Street Address: 7320 Ritchie Highway, Second Floor
 Glen Burnie, MD 21061
 Mailing Address: P.O. Box 490 - Glen Burnie MD 21060-0490
 Joseph A. Torre, III, Election Director
 410-222-6600
 410-222-6833 (Fax)
www.aacounty.org/elections
Email Address: elections@aacounty.org
[Directions To This Location](#)

Baltimore City

Charles L. Benton Building
 417 E. Fayette Street, Room 129
 Baltimore MD 21202-3432
 Armstead B. C. Jones, Sr., Election Director
 410-396-5550
 410-962-8747 (Fax)
 Fax for Absentee Ballots Only: 410-727-1775
www.baltimorecity.gov/government/elections/index.html
Email Addresses:
terri.marciszewski@baltimorecity.gov (administration)
hakima.shaulis@baltimorecity.gov (candidates)
a.goldman@baltimorecity.gov (voter registration, election workers, election results)
[Directions To This Location](#)

Baltimore County

106 Bloomsbury Avenue
 Catonsville MD 21228
 Katie Brown, Election Director
 410-887-5700
 410-887-0894 (fax)
<http://www.baltimorecountymd.gov/Agencies/elections/index.html>
Email Address: elections@baltimorecountymd.gov
[Directions To This Location](#)

Calvert

Street Address: 30 Duke Street - Lower Level
 Prince Frederick, MD 20678
 Mailing Address: P.O. Box 798 - Prince Frederick MD 20678-0798
 Gail L. Hatfield, Election Director
 410-535-2214 or 301-855-1376

410-535-5009 (Fax)
www.co.cal.md.us/government/elections
Email Address: elections@co.cal.md.us
[Directions To This Location](#)

Caroline

Health and Public Services Building
403 S. Seventh Street, Suite 247
Denton MD 21629-1335
Sandra Logan, Election Director
410-479-8145
410-479-5736 (Fax)
<http://www.carolinemdelections.org/>
Email Address: election@co.caroline.md.us
[Directions To This Location](#)

Carroll

300 South Center Street, Room 212
Westminster MD 21157-5248
Gail Carter, Election Director
410-386-2080
410-876-3925 (Fax)
<http://ccgovernment.carr.org/ccg/election/>
Email Address: ccboe@ccg.carr.org
[Directions To This Location](#)

Cecil

200 Chesapeake Blvd., Suite 1900
Elkton, MD 21921-6395
Evelyn Potter, Election Director
410-996-5310
410-996-5066 (Fax)
http://www.ccgov.org/election_bd/index.cfm
Email Address: cecil_elect@netzero.net
[Directions To This Location](#)

Charles

Street Address: 201 East Charles Street, La Plata, MD 20646
Mailing Address: P.O. Box 908, La Plata MD 20646-0908
Tracy Dickerson, Election Director
301-934-8972
301-934-6487 (Fax)
www.CharlesCounty.org/boe/
Email Address: dickerst@charlescounty.org
[Directions To This Location](#)

Dorchester

County Office Building
Street Address: 501 Court Lane, Room 105
Cambridge, MD 21613
Mailing Address: P.O. Box 414 - Cambridge MD 21613-0414
Karin Kuntz, Election Director
410-228-2560
410-228-9635 (Fax)
Email Address: kkuntz@docogonet.com
[Directions To This Location](#)

Frederick

12 E. Church Street
 Winchester Hall
 Frederick MD 21701-5447
 Stuart Harvey, Election Director
 301-600-8683 Office Hours (8:00 a.m to 4:30 p.m)
 301-600-2344 (Fax)
www.co.frederick.md.us/elections/
Email Address: electionboard@fredco-md.net
[Directions To This Location](#)

Garrett

Public Service Center
 2008 Maryland Highway, Suite 1
 Mountain Lake Park MD 21550
 Steve Fratz, Election Director
 301-334-6985
 301-334-6988 (Fax)
<http://www.co.garrett.md.us/Elections/Elections.aspx>
Email Address: sfratz@garrettcountry.org
[Directions To This Location](#)

Harford

133 Industry Lane
 Forest Hill MD 21050
 James Massey, Election Director
 410-638-3565
 410-638-3310 (Fax)
www.harfordcountymd.gov/elections/
Email Address: elections@harfordcountymd.gov
[Directions To This Location](#)

Howard

8900 Columbia 100 Parkway
 Columbia MD 21045-2339
 Betty Nordaas, Election Director
 410-313-5820
 410-313-5833 (Fax; [voter registration](#) application and [absentee ballot](#) requests)
 410-313-5899 (Fax)
http://www.co.ho.md.us/BOE/BOE_HomePage.htm
Email Address: bnordaas@co.ho.md.us
[Directions To This Location](#)

Kent

135 Dixon Drive
 Chestertown MD 21620-1141
 Cheemoandia Blake, Election Director
 410-778-0038
 410-778-0265 (Fax)
www.kentcounty.com/gov/elections/
Email Address: elections@kentgov.org
[Directions To This Location](#)

Montgomery

Street Address: 18753-210 N. Frederick Avenue
 Gaithersburg MD 20879-3121

Mailing Addresses:

P.O. Box 4333 - Rockville MD 20849-4333

For Absentee Ballot Applications Only:

P.O. Box 10159 - Rockville MD 20849-0159

For Absentee Ballots Only:

P.O. Box 10369 - Rockville MD 20849-0369

Margaret A. Jurgensen, Election Director

240-777-8500

240-777-8505 (Fax)

www.777vote.org/

Email Address: elections@montgomerycountymd.gov

[Directions To This Location](#)

Prince George's

16201 Trade Zone Avenue, Suite 108

Upper Marlboro, MD 20774

Alisha Alexander, Election Director

301-430-8020

301-430-8080 (Fax)

<http://www.co.pg.md.us/government/agencyindex/elections/index.asp>

Email Address: election@co.pg.md.us

[Directions To This Location](#)

Queen Anne's

Street Address: 208 North Commerce Street

County Annex Building

Centreville 21617

Mailing Address: P.O. Box 274

Centreville 21617-0724

Brittani Thomas, Election Director

410-758-0832

410-758-1119 (Fax)

www.qacelections.com/

Email Address: qacelections_director@verizon.net

[Directions To This Location](#)

St Mary's

Street Address: 41650 Tudor Hall Road

Leonardtown, MD 20650

Mailing Address: P.O. Box 197 - Leonardtown MD 20650-0197

Brenda Burch, Election Director

301-475-7844

301-475-4077 (Fax)

www.co.saint-marys.md.us/supervisorofelections/

Email Addresses:

brenda.burch@co.saint-marys.md.us

wendy.atkins@co.saint-marys.md.us

[Directions To This Location](#)

Somerset

County Office Building

Street Address: 11916 Somerset Avenue

Princess Anne, MD 21853

Mailing Address: P.O. Box 96 - Princess Anne MD 21853-0096

Joanne Emely, Election Director

410-651-0767
410-651-5130 (Fax)
http://www.co.somerset.md.us/ccomplex_files/elections.htm
Email Address: elections@co.somerset.md.us
[Directions To This Location](#)

Talbot

Street Address: 142 N. Harrison Street, Easton MD, 21601
Mailing Address: P.O. Box 353 - Easton MD 21601-0353
Patricia Mitchell, Election Director
410-770-8099
410-770-8078 (Fax)
http://www.talbotcountymd.gov/index.php?page=Election_Board
Email Address: pmitchell@talbotcountymd.gov
[Directions To This Location](#)

Washington

35 W. Washington Street, Room 101
Hagerstown MD 21740
Dorothy Kaetzel, Election Director
240-313-2050
240-313-2051 (Fax)
www.washco-md.net/election/elect1.html
Email Address: dkaetzel@washco-md.net
[Directions To This Location](#)

Wicomico

Street Address: 123 Bateman Street
Salisbury, MD 21804
Mailing Address: P.O.Box 4091 - Salisbury MD 21803-4091
Anthony Gutierrez, Election Director
410-548-4830
410-548-4849 (Fax)
www.wicomicocounty.org/Election/
Email Address: election@wicomicocounty.org
[Directions To This Location](#)

Worcester

100 Belt Street
Snow Hill MD 21863-1310
Patricia Jackson, Election Director
410-632-1320
410-632-3031 (Fax)
<http://www.worc.lib.md.us/library/LBE.htm>
Email Address: pattijackson@verizon.net
[Directions To This Location](#)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

Chapter 01 Definitions; General Provisions

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 Definitions.

A. In this subtitle, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Federal Standards" means the Federal Voting Systems Standards established by the Federal Election Commission.

(2) "Independent test agency (ITA)" means a testing facility certified by the Voting System Board of the National Association of State Election Directors to do qualification testing.

(3) "Qualification testing" means testing to determine a system's compliance with the Federal Voting Systems Standards.

(4) Voting System.

(a) "Voting system" means all or any component of any system for casting and tabulating ballots or votes.

(b) "Voting system" includes any model or version of:

(i) A voting system;

(ii) A voting machine, voting device, tabulating equipment, vote-counting program, or other equipment, hardware, firmware, or software used by or with a voting system;

(iii) Election management software or hardware used by or with a voting system; and

(iv) Any other component of a voting system.

.02 Scope.

This subtitle applies to all voting systems, whether developed by a third party or developed in-house by a local board.

.03 Overview of Required Process.

A local board may not use a voting system, in whole or part, unless:

A. The State Board is satisfied that the local board:

(1) Has or will acquire the necessary expertise in computer technology to use this particular voting system in performing the functions required by Election Law Article, Annotated Code of Maryland, and this subtitle; and

(2) Will not need to rely primarily on vendors to perform those functions;

B. That model or version of the voting system, including all parts and components, has successfully completed:

(1) Qualification testing by an independent test agency, as required by Election Law Article, §9-102(c)(2), Annotated Code of Maryland;

(2) Certification evaluation and testing by the State Board, as specified in COMAR 33.09.03 and 33.09.04; and

(3) Acceptance testing by the local board, as specified in COMAR 33.09.05;

C. The State Board has adopted regulations for the use of that model or version, as specified in COMAR 33.09.04;

D. The local board has adopted an implementation plan approved by the State Board, as specified in COMAR 33.09.06; and

E. All other requirements of Election Law Article, Annotated Code of Maryland, and this subtitle have been met.

.04 Standards and Considerations.

A. Standards: The State Board may not certify a voting system unless it meets the standards imposed by Election Law Article, §9-102(c), Annotated Code of Maryland.

B. Factors To Be Considered. In determining whether a voting system meets the required standards, the State Board shall consider the factors set forth in Election Law Article, §9-102(d), Annotated Code of Maryland.

.05 Specialists; Evaluation Agent.

A. Employment of Specialists.

(1) The State Administrator may contract with one or more specialists to assist the State Board in evaluating a voting system for which certification is sought under this subtitle.

(2) The specialists may include:

- (a) An election director;
- (b) A lawyer;
- (c) An accountant;
- (d) A specialist in mechanical or electromechanical systems; and
- (e) A specialist in automatic data processing resources.

(3) The compensation and expenses of all specialists employed to evaluate a voting system shall be paid by the person applying for that system's certification.

B. Evaluation Agent.

(1) On receipt of an application for certification of a voting system, the State Administrator shall designate an evaluation agent to coordinate the evaluation process.

(2) The individual so designated shall be:

- (a) One of the specialists employed under §A of this regulation;
- or
- (b) A member of the State Administrator's staff.

.06 Conflicts of Interest.

A member of the State Board, specialist employed by the Board, evaluation agent, or any other public officer or employee who participates in the examination, certification, or purchase of any voting system may not have any financial interest in any vendor or manufacturer of the system or in any of their suppliers.

.07 Emergency Waiver of Regulations.

A. Scope. This regulation applies if:

(1) An emergency arises, such as the destruction of a voting system by fire, flood, or otherwise; and

(2) Insufficient time remains before the next election to certify a substitute system in full compliance with this subtitle.

B. Temporary Waiver Authorized. On application of the local board, the State Board may waive one or more of the requirements of this subtitle as required to facilitate the local board's use of a substitute voting system for the ensuing election, subject to such special procedures or requirements the State Board sets to assure that the substitute system will be reliable and accurate.

C. Limitations.

(1) A waiver granted under this regulation may not:

(a) Waive any requirement expressly set by statute; or

(b) Apply to the use of a substitute system beyond the general election that immediately follows the emergency.

(2) A substitute system used under this regulation may not again be used by the local board unless that system has been fully certified in accordance with all procedures and requirements of this subtitle.

Administrative History

Effective date:

Regulations .01—.07 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R.636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

Chapter 02 Minimum System Requirements

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 In General.

The requirements of this chapter represent a minimum level of the system capabilities needed to assure reliable and accurate elections.

.02 Voting Options.

A. In General. The voting system shall permit each voter to vote in any election:

- (1) For all individuals and offices for which the voter is entitled to vote;
- (2) For as many individuals for an office as the voter is entitled to vote for; and
- (3) For or against any question on which the voter is entitled to vote.

B. Presidential and Gubernatorial Candidates. The voting system shall permit a voter in a:

- (1) Presidential general election, to vote by one operation for electors for a pair of candidates for president and vice-president of the United States; and
- (2) Gubernatorial election, to vote by one operation for a pair of candidates for governor and lieutenant-governor of Maryland.

C. Write-In Option (General Elections). The voting system shall:

- (1) Provide a method for write-in voting in general elections; and
- (2) Report the number of votes cast in each contest in write-in voting positions.

D. Adjustment for Primaries. In a primary election, the voting system shall be capable of adjustment so that a voter is:

- (1) Able to vote for candidates seeking nomination by:
 - (a) The party with which the voter is affiliated, or

(b) A party that otherwise authorizes that voter's participation; and

(2) Precluded from voting for candidates seeking nomination by any other party.

.03 Secrecy.

The voting system shall ensure voting in secrecy.

.04 Counters.

Each voting machine shall be equipped with a:

A. Public counter that, during any period of voting, will show the total number of voters who have operated the machine during that period of voting; and

B. Protective counter that will show the total number of voters who have operated the machine since it was first put in service.

.05 Registering and Recording Votes.

A. In General. The voting system shall correctly register and record votes that have been properly voted.

B. Over-Voting or Improper Voting. The voting system may not count the votes in a contest that has been over-voted or otherwise improperly voted.

C. Misplaced Votes. In vote counting, the voting system shall ignore any mark that is not in a voting position:

- (1) For a candidate whose name is on the ballot;
- (2) Designated for write-in voting; or
- (3) For a question printed on the ballot.

.06 Ballot Totaling and Reporting.

A. What To Be Reported. The voting system shall total and report:

- (1) The number of ballots voted in an election;
- (2) The number of votes cast for a candidate;
- (3) The number of votes cast for or against a question;
- (4) The number of undervotes in a contest; and
- (5) In a primary election:
 - (a) The number of ballots voted in each party's primary, and
 - (b) The number of ballots voted in any nonpartisan ballot election.

B. How To Be Reported. For each of these items, the voting system shall report by:

- (1) Precinct; and
- (2) Groups of precincts (such as districts, wards, and county-wide).

.07 Audit Trail Required.

The voting system shall be capable of providing an audit trail of all ballots cast so that, in a recount, the election can be reconstructed, starting with the individual votes of all eligible voters.

Administrative History

Effective date:

Regulations .01—.07 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R. 636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

**Chapter 03 State Board Certification—Preliminary Submis-
sions**

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 Prerequisites to Application.

The State Board's evaluation and certification procedures are limited to voting systems that:

- A. Are beyond the prototype stage and available for immediate installation and use; and
- B. Have successfully completed qualification testing, as required by Election Law Article, §9-102(c)(2), Annotated Code of Maryland.

.02 Applications.

A. In General. The vendor of a voting system may apply to the State Board for evaluation and certification of the system for use in the State.

B. Identification of System, etc.

(1) The application shall specify clearly the specific equipment, hardware, firmware, and software for which certification is sought.

(2) Each model or version of a voting system requires a separate application.

C. Overview of System. The application shall provide a brief overview description of the voting system. Marketing brochures may be used for this purpose.

D. Use in Other Jurisdictions. The application shall include a list of all jurisdictions where:

(1) The exact system for which certification is being sought or a model or version of the system is in use, together with:

(a) The price that was charged to the jurisdiction for the system, and

(b) A breakdown of the per unit price and the price of any components;

(2) The exact system for which certification is being sought or a model or version of the system has been but is no longer in use; and

(3) A request has been made for approval of the exact system for which certification is being sought or a model or version of the system, together with a statement of whether the request was granted, was denied, was withdrawn, or is pending.

E. Qualification Certificate. The application shall be accompanied by a:

(1) Copy of the qualification certificate issued for the voting system; and

(2) Signed authorization directing the independent test agency that performed the qualification testing to:

(a) Submit the results of its testing directly to the evaluation agent; and

(b) Allow the evaluation agent or his or her designee full access to all test records and data.

F. Certification Testing Transfer. If the voting system has successfully completed certification testing by or for another state, the application shall be accompanied by a:

(1) Copy of the certification issued for the voting system; and

(2) Signed authorization directing the agency that performed the certification testing to:

(a) Submit the results of its testing directly to the evaluation agent, and

(b) Allow the evaluation agent or his or her designee full access to all test records and data.

G. Application Fee. The application shall be accompanied by a non-refundable application fee of \$5,000.

.03 Acknowledgment; Scheduling Start.

On receipt of an application for certification, the State Administrator shall promptly:

A. Acknowledge the application; and

B. Notify the applicant and local boards of when the evaluation will begin.

.04 Notice and Package Submissions.

A. Notice of Evaluation Agent. When the evaluation is ready to begin, the State Administrator shall notify the applicant of the name,

address, and telephone number of the evaluation agent assigned to the application.

B. Submissions to Agent. The applicant shall submit to the evaluation agent the:

(1) Technical data package required by Regulation .05 of this chapter; and

(2) Business information package required by Regulation .06 of this chapter.

C. Notice of Deficiency.

(1) The evaluation agent shall review the submissions and notify the applicant of any deficiency.

(2) The applicant shall correct all deficiencies before the certification process may proceed.

D. Disposition of Submissions.

(1) If the application is denied or withdrawn, the technical data and business information packages submitted under this chapter shall be returned to the applicant.

(2) If the application is approved and the voting system certified, the technical data and business information packages shall be retained by the State Board for as long as the voting system is marketed or used in this State.

.05 Technical Data Package.

A. Required Information—In General. The technical data package shall contain all documentation previously submitted for the qualification testing of the system, including each of the following:

(1) Hardware schematic diagrams;

(2) Hardware theory of operation;

(3) Customer maintenance documentation;

(4) Operations manual;

(5) Software source code (both in the form of a listing and in a machine-readable form on media acceptable to the evaluation agent);

(6) Software system design;

(7) Customer documentation; and

(8) The report and test results of the independent test agency.

B. Required Information—License and Warranty. The package also shall include:

(1) A list of all third-party software required to install or operate the system;

(2) The terms of the license agreements for all software identified under §B(1) of this regulation; and

(3) Warranty terms for the entire system, including all third-party software.

C. Required Information—Local Board Needs. The package also shall include a proposed:

(1) Judges' manual, as required by COMAR 33.02.03; and

(2) Local implementation plan, as required by COMAR 33.09.06.

D. Identification of Submissions. Each item in the package shall be clearly identified.

.06 Business Information Package.

A. Scope. The information required by this regulation shall be provided separately for:

(1) The applicant's business; and

(2) If the applicant is not the manufacturer of the voting system, the manufacturer's business.

B. Required Information. The business information package shall include:

(1) History and description of the business, including:

(a) Year established,

(b) Products and services offered,

(c) Areas served,

(d) Branch offices,

(e) Subsidiaries,

(f) Parent companies, and

(g) Subsidiaries of parent companies;

(2) Management and staff organization, including:

(a) Number of full-time employees by category,

(b) Number of part-time employees by category, and

(c) Resumes of all key employees who would deal with local boards in connection with the voting system;

(3) The name and address of each:

(a) Officer of the business, and

(b) Person who is known to have a beneficial interest (as defined in State Finance and Procurement Article, §13-221, Annotated Code of Maryland) in the business or any parent company;

(4) Financial history of business, including:

(a) A financial statement for each of the past 3 fiscal years,
(b) Gross sales in voting products and voting services for the past 3 fiscal years, and

(c) The percentage those sales represent of all sales of the business and its subsidiaries;

(5) Location and manufacturing capability of each facility that is or will be used to fabricate and assemble all or any part of the voting system for which certification is being sought;

(6) Location and servicing capability, including any service limitations, of each facility that is or will be used to serve the voting system for which certification is being sought; and

(7) The legal and financial relationship among all vendors and manufacturers of the voting system and its various components.

C. Required Affidavit. The package also shall include the affidavits required by Regulation .07 of this chapter.

D. Identification of Submissions. Each item in the package shall be clearly identified.

.07 Anti-Bribery and Anti-Debarment Affidavits.

A. Definitions.

(1) In this regulation, the following terms have the meanings indicated.

(2) Terms Defined.

(a) "Controlling stockholder" means a stockholder who:

(i) Owns more than 25 percent of the voting stock of a corporation; or

(ii) Notwithstanding the number of shares that the stockholder owns, has the power to direct or control the direction of the management or policies of a corporation.

(b) "Convicted" includes an accepted plea of nolo contendere.

(c) "Principal" means:

(i) A sole proprietor;

(ii) A partner, officer, director, or controlling stockholder; or

(iii) An employee directly involved in the process of obtaining contracts with public bodies.

(d) "Public body" means:

(i) The United States;

(ii) Any state, territory, or possession of the United States;

or

(iii) Any political subdivision of a state, territory, or possession of the United States.

B. Scope. An affidavit shall be submitted under this regulation separately for:

(1) The applicant; and

(2) If the applicant is not the manufacturer of the voting system, the manufacturer.

C. Contents. The affidavit shall state whether, to the best of the vendor's/manufacture's knowledge, the vendor/manufacture or any principal in the vendor's/manufacture's business:

(1) Has been convicted under the laws of any public body of bribery, attempted bribery, or conspiracy to bribe;

(2) Has been convicted under the laws of any public body of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(3) Has been convicted under the laws of any public body of a criminal violation of an antitrust statute;

(4) Has been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act or of the Mail Fraud Act for acts in connection with the submission of bids or proposals for a public or private contract;

(5) Has been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in §C(1)—(4) of this regulation;

(6) During the course of an official investigation or other proceeding, has admitted, in writing or under oath, an act or omission that would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any public body;

(7) Has been found civilly liable under an antitrust statute of any public body for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Has ever been debarred or suspended from doing business with any public body or any agency, instrumentality, or unit of a public body; or

(9) Is a principal, successor, assignee, subsidiary, or affiliate of any other person who has:

(a) Been convicted under any of the laws or statutes described in §C(1)—(5) of this regulation,

(b) Made an admission described in §C(6) of this regulation,

(c) Been found civilly liable for an act or omission described in §C(7) of this regulation, or

(d) Been debarred or suspended as described in §C(8) of this regulation.

Administrative History

Effective date:

Regulations .01—.07 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R. 636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

**Chapter 04 State Board Certification—Evaluation and Deci-
sion**

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 Agent's Evaluation Proposal.

A. Agent to Prepare. The evaluation agent shall:

- (1) Conduct a preliminary analysis of the technical data and business information packages; and
- (2) Prepare and submit to the applicant an evaluation proposal.

B. Contents of Proposal. The proposal shall:

- (1) Identify any components of the voting system that will require supplemental qualification testing by an independent test agency;
- (2) Identify the components of the voting system that will require evaluation by the evaluation agent;
- (3) Describe the certification testing and other evaluation activities needed to complete the State's evaluation;
- (4) Estimate the time needed to complete the State's evaluation; and
- (5) Estimate the costs of the State's evaluation.

C. Certification Testing—In General.

(1) The proposed certification testing shall comprise, among any other elements the evaluation agent requires, mock-election tests for an actual State:

- (a) Primary election; and
- (b) General election.

(2) The mock election tests shall be designed to evaluate all operations and procedures.

D. Certification Testing—Reciprocity. If the voting system has successfully completed certification testing by or for another state, the

evaluation agent may accept the results of that test in place of all or any part of the certification testing required by this regulation.

.02 Authorization to Proceed.

A. Authorization Required. The State Board is aware of the need for vendors and manufacturers to control costs. Accordingly, evaluation of the system will not proceed until the applicant, having reviewed the evaluation proposal, notifies the State Board to proceed.

B. Notice by Applicant.

(1) The applicant shall review the evaluation proposal and notify the State Board of its intent to continue or terminate the evaluation process.

(2) The notice shall be in writing and sent to the State Administrator, with a copy to the evaluation agent.

C. Costs of Evaluation.

(1) If the applicant decides to proceed, the notice shall be accompanied by payment to the State Board of the estimated costs contained in the evaluation proposal.

(2) The State Board may deposit the funds in an appropriate treasury trust account.

(3) If the actual costs exceed the amount of the deposit, the applicant shall pay the balance owed to the State Board within 30 days of notice of the deficiency from the State Board.

(4) If the deposit exceeds the actual costs incurred, the State Board shall refund the excess to the applicant within 30 days after the evaluation process has been completed.

.03 Evaluation.

A. Supplemental Qualification Testing. The applicant is responsible for arranging with an independent test agency for any supplemental qualification testing identified in the evaluation proposal.

B. Certification Testing. After all supplemental qualification tests have been successfully completed, the evaluation agent shall proceed to:

(1) Conduct the certification testing and other evaluation activities described in the evaluation proposal; and

(2) Submit a report of the findings to the State Administrator.

.04 Administrator's Recommendations.

The State Administrator shall refer the evaluation agent's report to the State Board, together with the State Administrator's recommendations.

.05 Board Decision.

Based on the evaluation agent's report, the State Administrator's recommendations, and any other information in its possession, the State Board shall decide whether the proposed voting system will be certified for use in this State and so notify the vendor and the local boards.

.06 System Regulations.

A. Board to Adopt. As required by Election Law Article, §9-102(e), Annotated Code of Maryland, the State Board will adopt regulations governing the use of each voting system that it certifies.

B. Certification Effective Only When Adopted. The certification of a voting system is not effective until regulations for that system have been adopted.

C. Use Subject to Regulations. A local board may use a voting system only in accordance with all applicable regulations.

Administrative History

Effective date:

Regulations .01—.06 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R. 636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

Chapter 05 Local Boards—Acquisition and Acceptance

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 Scope.

This chapter applies to each contract for the purchase or lease by a local board or county of all or any part of a voting system.

.02 Certification and Acceptance Contingency.

Each contract shall provide that:

A. The sale or lease is contingent on successful completion of all acceptance testing; and

B. If the product fails acceptance testing, the local board or county may cancel the contract without penalty.

.03 Governing Law.

Each contract shall provide that Maryland law prevails in all matters.

.04 Incorporation by Reference.

Each contract shall provide that, except as expressly stated in the contract, all terms and conditions of the vendor's proposal, whether by letter, memo, or otherwise, are made a part of the contract.

.05 Political Contribution Disclosure.

Each contract shall require the vendor to comply with the disclosure requirements of Election Law Article, Title 14, Annotated Code of Maryland.

.06 Source Code Protection.

Each contract shall provide that, if the vendor discontinues its support of the system for any reason, the local board is authorized to use the archival system source codes and other software in any way that the local board considers necessary or appropriate to support the continued use of the system.

.07—.10 Reserved.

.11 Copy of Contract to State.

Within 30 days after a local board or county has entered into a contract for the purchase or lease of all or any part of a voting system, the local board shall send a complete copy of the contract (including all attachments and addenda, etc.) to the State Administrator.

.12 Acceptance Testing.**A. Testing Required.**

(1) After a voting system has been delivered and installed, but before the contract is accepted, the local board shall test the system to confirm that the system, including all hardware, software, and other components:

(a) Is identical to the system certified by the State Board;

(b) Is fully functional and capable of satisfying the needs of the board; and

(c) Satisfies all requirements, terms, and conditions of the contract.

(2) If the system fails the test required by §A(1) of this regulation, the local board may not accept the contract.

B. Assistance Authorized. For this acceptance testing, the local board may enlist the assistance of State Board personnel or independent consultants.

C. Testing Elements. Acceptance testing shall demonstrate the system's ability to:

(1) Process simulated ballots for each precinct or polling place in the county;

(2) Accept valid votes in every ballot position enabled by the ballot format;

(3) Reject over-votes and votes in invalid ballot positions;

(4) Accumulate a quantity of votes in every ballot position equal to or greater than the expected maximum number of voters per device per system;

(5) Process a total number of ballots equal to or greater than the maximum number of voters expected to participate in an election;

(6) Generate a final election report and interim reports as required;

(7) Generate system status and error messages;

(8) Generate system audit records;

(9) Comply with all applicable statutes, regulations, and procedures; and

(10) Enable voters and operators to comply with all applicable statutes, regulations, and procedures.

Administrative History

Effective date:

Regulations .01—.12 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R. 636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

Chapter 06 Local Boards—Implementation and Use

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 Implementation Plan Required.

Before a local board uses a voting system for the first time in an election, the local board shall develop and, subject to the approval of the State Board, adopt a local implementation plan for that system.

.02 Elements of Plan.

The implementation plan shall contain timetables and procedures for:

- A. System management;
- B. Training election directors and staff;
- C. Training election judges;
- D. Public education programs;
- E. Preventive maintenance;
- F. Storage requirements;
- G. Storage security;
- H. Parts and supplies;
- I. Election definition;
- J. Ballot definition;
- K. Deliveries to polls;
- L. Preelection testing;
- M. Election day troubleshooting;
- N. Opening polls;
- O. Voter assistance;
- P. Ballot box management;
- Q. Returning materials from polls;
- R. Precinct count;
- S. Aggregating precinct count;

- T. Central count;
- U. Ballot security;
- V. Ballot accounting;
- W. System verification; and
- X. System security.

.03 Approval of Plan.

A. Prompt Review Required. The State Board shall review and approve or disapprove of the implementation plan within 30 days of its submission.

B. Considerations. The State Board may approve the plan only if it is satisfied that the:

(1) Plan adequately addresses all functions required by Article 33, Annotated Code of Maryland, and this subtitle; and

(2) Local board will not need to rely primarily on vendors to perform those functions.

C. Progress Reports. The State Administrator may require a local board to provide progress reports on the board's development and implementation of the plan.

.04 Public Education Program.

A. Local Board to Develop and Conduct. The public education program required as part of the implementation plan shall be designed to ensure that the community understands the new system.

B. Minimum Component; Scope.

(1) The program shall include, but need not be limited to a:

(a) Preelection mailing to all households, with both written and graphic instructions on how to use the system; and

(b) Demonstration in each polling place of how to use the system to vote.

(2) The program shall also be directed at:

(a) Candidates;

(b) Campaign groups;

(c) Schools; and

(d) News media.

C. Reports to State Administrator. When requested by the State Administrator, the local board shall report in writing to the State Administrator on the:

- (1) Development of its public education program; and
- (2) Conduct of that program.

Administrative History

Effective date:

Regulations .01—.05 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R. 636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)
Regulation .05 repealed effective January 16, 2006 (33:1 Md. R. 41)

Title 33
STATE BOARD OF ELECTIONS

**Subtitle 09 VOTING SYSTEMS—CERTIFICATION AND
GENERAL REQUIREMENTS**

Chapter 07 Compliance and Decertification

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 9-102(a),
Annotated Code of Maryland

.01 Time Table.

A. Termination for Delay. The State Board reserves the right to terminate the certification process if the applicant at any time fails to proceed in a timely manner. In particular, if 30 days expire between a request by the State Administrator or the evaluation agent for information and the applicant's response, the State Administrator may terminate the certification process and return the technical data package to the applicant.

B. Other Terminations. The certification process is also terminated if:

- (1) An applicant withdraws its application; or
- (2) The system fails the certification test.

C. Effect of Termination. When the certification process is terminated under this regulation, the:

- (1) Applicant's application fee is forfeited; and
- (2) Certification process may be reinitiated only by filing a new application under this subtitle.

.02 Compliance Responsibility.

A. Vendors.

(1) A vendor is responsible for ensuring that every voting system and every system component that it supplies for use in this State has been certified by the State Board.

(2) Before a vendor makes any attempt to market or otherwise distribute in this State any change to the hardware, firmware, or software of a certified voting system (including any improvement, upgrade, or patch), the vendor shall submit the proposed change to the State Board for certification or, as authorized in COMAR 33.09.06, for waiver of certification. Failure to comply with this requirement may result in the system's decertification.

B. Local Boards.

(1) A local board is responsible for ensuring every voting system and every system component that it uses has been certified by the State Board.

(2) Before a local board buys or otherwise accepts any change to the hardware, firmware, or software of a certified voting system (including any improvement, upgrade, or patch), the local board shall verify with the State Board that the proposed change has been certified or, as authorized in COMAR 33.09.06, that certification has been waived.

.03 Validation of Certification.

If any question arises involving the certification of a voting system or a system component being used in this State, the technical data package on file with the State Board and the results of the certification testing shall be used to verify whether the system or component in question is identical to the system or component that was submitted for certification.

.04—.05 Reserved.**.06 Periodic Reviews.**

The State Administrator shall periodically review each voting system used in this State to assure the:

A. System's continued ability to perform all functions required by Election Law Article, Annotated Code of Maryland, and this subtitle; and

B. Local board's continued ability to use the system without relying primarily on vendors.

.07 Required Decertification.

A. Notice of Deficiency. If, at any time, the State Administrator determines that a voting system fails to meet one or more of the standards in Election Law Article, §9-102(c)(1)(i), (ii), or (iii), Annotated Code of Maryland, the State Administrator shall notify all local boards and all known vendors of that particular system that, unless the deficiency is promptly corrected, the system will be referred to the State Board to have its certification for future sale and use in Maryland rescinded.

B. Contents of Notice. The notice shall:

(1) Describe the deficiency; and

(2) Provide system vendors and local boards using the system a reasonable opportunity to respond and implement steps to correct the deficiency.

C. Referral, Notice, and Hearing.

(1) If the deficiency remains uncorrected, the State Administrator shall refer the matter to the State Board.

(2) On receipt of the referral, the State Board shall schedule a public hearing and provide notice to known interested parties.

(3) At the hearing, any interested party may submit testimony or documentation in support of or in opposition to the proposed decertification.

D. Board Decision. If the Board determines that the voting system fails to meet one or more of the standards in Election Law Article, §9-102(c)(1)(i), (ii), or (iii), Annotated Code of Maryland, the Board shall decertify the system from all future sale and all future use in this State.

.08 Permissive Decertification.

A. Notice of Deficiency. If, at any time, the State Administrator determines that a voting system no longer merits certification, the State Administrator may notify all local boards and all known vendors of that particular system that the system will be referred to the State Board to have its certification for future sale or use in Maryland rescinded.

B. Contents of Notice. The notice shall:

(1) Describe the reasons for the proposed decertification; and

(2) Provide system vendors and local boards using the system a reasonable opportunity to respond and explain why the system should not be decertified.

C. Referral, Notice, and Hearing.

(1) If, on consideration of any responses, the State Administrator continues to believe that the system should be decertified, the State Administrator may refer the matter to the State Board.

(2) On receipt of the referral, the State Board shall schedule a public hearing and provide notice to known interested parties.

(3) At the hearing, any interested party may submit testimony or documentation in support of or in opposition to the proposed decertification.

D. Board Decision. If the Board determines that the voting system no longer merits certification, the State Board may decertify the system from:

- (1) All future sale in this State; and
- (2) Except as specified in Election Law Article, §9-103(c), Annotated Code of Maryland, all future use in this State.

Administrative History

Effective date:

Regulations .01—.03 and .06—.08 adopted as an emergency provision effective February 1, 2000 (27:6 Md. R. 636); adopted permanently effective April 17, 2000 (27:7 Md. R. 708)

2010 GUBERNATORIAL ELECTION CYCLE (ESTIMATED)

Event	Comments	Start	Finish
Voting System Implementation Phase	Includes the State's approval of the voting system for use in Maryland	11/10/09	07/07/10
Voter Outreach	Voter Outreach tasks in 2009 include the preparation of material and documentation. The actual voter outreach events will not begin until 2010.	03/15/09	11/05/09
Maryland General Assembly in Session		01/13/10	04/13/10
Modify Election Regulations	Modifications based on any legislative changes from the General Assembly	02/27/10	04/28/10
Modify SBE's Election Judge's Manual	Modifications based on any legislative changes from the General Assembly and the assumption that all other required changes made during the Implementation Phase	04/14/10	04/30/10
Election Judges' Training	To include training for all election judges', new judges training between the primary and general, and refresher training before the primary and general elections	06/01/10	11/01/10
Absentee Ballot Supply Ordering Requirements	Ordering and delivery of absentee ballot supplies. Preference that supplies are delivered by 06/30/10	04/14/10	08/03/10
Ballot Production	Tasks include the layout and development of all the different ballot styles for the upcoming election. Includes the creation of the proofing packages for the local boards for both the paper and audio ballots.	07/22/10	08/13/10
State Certification of Ballot		07/26/10	07/26/10
Ballot Proofing	Involves the proofing of the paper and audio ballots primarily by the local boards	07/27/10	08/13/10
Absentee Ballot & Test Deck Printing	Printing and delivery to the local boards	08/03/10	08/15/10
Provisional and Precinct Ballot Printing	Printing and delivery to the local board	08/03/10	08/30/10
Logic & Accuracy Testing		08/16/10	09/04/10
Helpdesk Deployment		09/03/10	09/15/10
Primary Early Voting	Newly enacted beginning for the 2010 Gubernatorial	09/03/10	09/10/10
Primary Election Day		09/14/10	09/14/10
Canvass, Audit, and Location Certification	Includes Absentee 1, Provisional, Absentee 2. Also includes the Post-Election Audit and verification of vote count followed by the certification by each local board for their election.	09/16/10	09/24/10
State Certification of Election		09/28/10	09/29/10
Post-Election Maintenance	Abbreviated version of full maintenance due to the short time frame before the General Election	10/01/10	10/08/10
Ballot Production	Tasks include the layout and development of all the different ballot styles for the upcoming election. Includes the creation of the proofing packages for the local boards for both the paper and audio ballots.	09/30/10	10/08/10
State Certification of Ballot		10/01/10	10/01/10
Ballot Proofing	Involves the proofing of the paper and audio ballots primarily by the local boards	10/02/10	10/08/10
Absentee Ballot & Test Deck Printing	Printing and delivery to the local boards	10/10/10	10/15/10
Provisional and Precinct Ballot Printing	Printing and delivery to the local board	10/10/10	10/23/10
Logic & Accuracy Testing		10/11/10	10/23/10
Helpdesk Deployment		10/22/10	11/03/10
General Early Voting	Newly enacted beginning for the 2010 Gubernatorial	10/22/10	10/29/10
General Election		11/02/10	11/02/10
Canvass, Audit, and Location Certification	Includes Absentee 1, Provisional, Absentee 2. Also includes the Post-Election Audit and verification of vote count followed by the certification by each local board for their election.	11/04/10	11/12/10
State Certification of Election		11/16/10	12/07/10
Post-Election Maintenance		12/10/10	03/10/11

DELIVERABLES ACCEPTANCE FORM

STATE OF MARYLAND

AGENCY ACCEPTANCE OF DELIVERABLE FORM

Contract: SBE-2010-01

Agency Name: STATE BOARD OF ELECTIONS

Project Manager: PAUL AUMAYR

Telephone: 410-269-2860

Fax: 410-974-2019

To: Contractor's Project Manager

The following deliverable, as required by Contract SBE-2009-10, has been received and reviewed in accordance with the Contract.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference: ID # _____

This deliverable:

Is accepted as written.

Requires changes as indicated below.

REQUIRED CHANGES:

OTHER COMMENTS:

Project Manager Signature

Date Signed

Maryland State Board of Elections

Appendix M

Electronic Pollbook Step-by-Step Guide General Election 2008



FOLLOW THIS GUIDE ON ELECTION DAY.

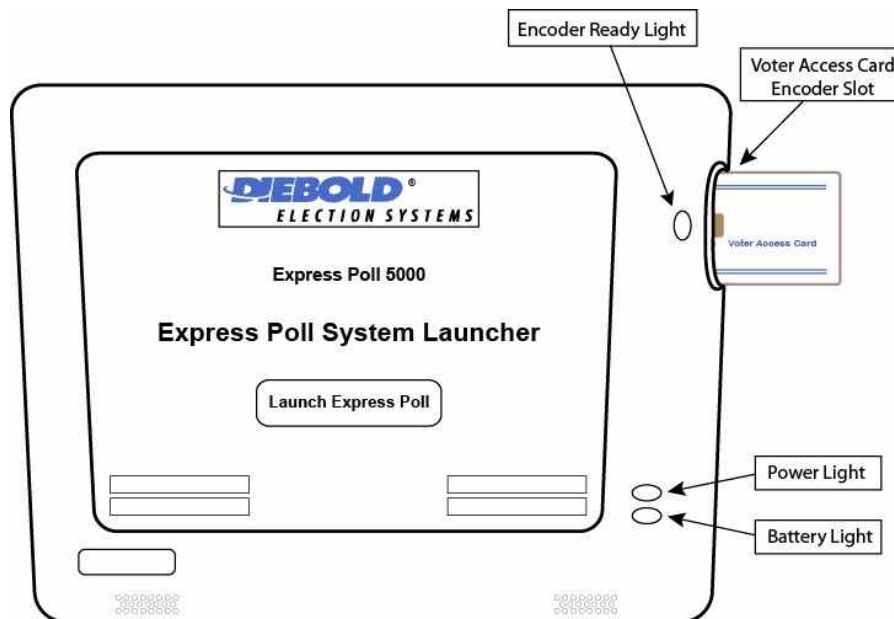
This step-by-step guide provides election judges with a quick reference for the most commonly used election day procedures for the electronic pollbook.

For additional procedures and trouble-shooting solutions, please refer to the Election Judges' Manual.

UPDATED 9/15/2008

Introduction to the Electronic Pollbook	2
Networking Two Electronic Pollbooks.....	5
Networking Three or More Electronic Pollbooks to Hub ...	7
Opening the Electronic Pollbooks	9
Checking Synchronization	11
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Voter Not Listed in Precinct Register.....	13
Voter Address Search.....	14
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Closing the Electronic Pollbooks.....	18
Changing the Printer Paper.....	19

Introduction to the Electronic Pollbook



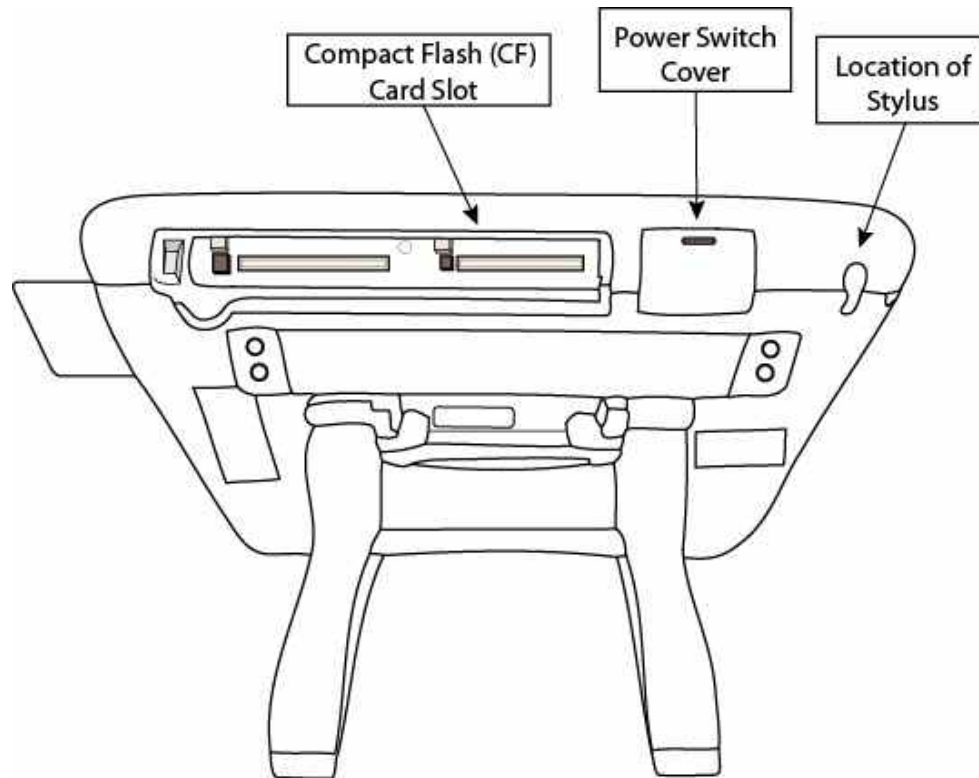
The **Encoder Ready Light** is solid green when the unit is in operation. The light flashes when a voter access card is being encoded.

The **Voter Access Card Encoder Slot** is where an election judge inserts a voter access card to be encoded for a voter during the check-in procedure.

The **Power Light** is green when the unit is in use.

The **Battery Light** will flash green when the unit is plugged into an electrical power source and is charging. The light is off when there is no electrical power.

Introduction to the Electronic Pollbook

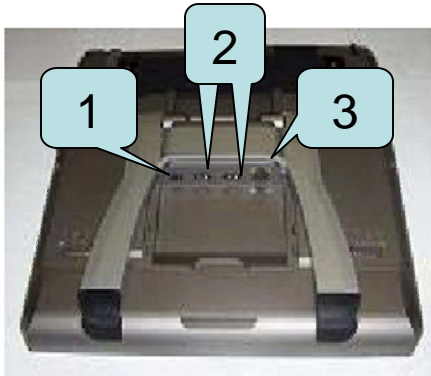


The **Compact Flash (CF) Card Slot** contains a compact flash card, a device used in the electronic pollbook for storing election information and a list of eligible voters. The protective cover for the Compact Flash Card Slot is to remain closed and sealed during an election.

The **Power Switch Cover** can be opened to access the on/off power switch.

The **Stylus** is the pen-shaped instrument with a hard point stored in the top of the unit to be used to navigate the electronic pollbook. You use the stylus to “tap” commands on the screen.

Introduction to the Electronic Pollbook



A. The four connection ports



B. The cables plugged in correctly



C. The protective cover in place

A. The back of the electronic pollbook has four ports, from left to right:

1. Power connection
2. Two USB ports
3. LAN port

B. All cable connectors are unique and fit only one way. Make sure all connectors are properly set before covering.

C. The back should remain covered during the election to prevent disconnection.

Networking Two Electronic Pollbooks

- 1** Verify the serial and outer seal numbers on each electronic pollbook case with the numbers recorded on Part 1 of the *Electronic Pollbook Integrity Report*.

- Remove the outer seal and open the two latches.



- 2** Detach internal power connection (if attached) from the electronic pollbook.

- Remove electronic pollbook and power cord from case.



- 3** Verify that the **Power Switch** on the top is turned **OFF** **before** connecting any cords or cables.



- 4** Insert the power cord (marked with yellow tape) into the first connection slot marked **PWR** and the other end into a power source. **Do NOT turn on the power switch yet!**



- 5** Plug the larger end of the printer USB cable into either of the two USB ports on the back of the electronic pollbook.



- 6** Connect the smaller end of the USB cable into the printer.



Networking Two Electronic Pollbooks

7

Reminder: For more than two electronic pollbooks, see “Networking Three or More Electronic Pollbooks to Hub” on pages 7 - 8.

8

- Connect one end of the crossover cable into the LAN port of a electronic pollbook.



9

- Connect the other end of this cable into the other electronic pollbook's LAN port.



10

- Install protective cover as shown below to prevent disconnection.



11

- Connect the printer's power cord (marked with **blue** tape) to the printer and the power source.



Do not plug the electronic pollbook's power cord into the printer. It will damage the printer.

12

- Turn the power switch to **ON** for **JUST ONE** electronic pollbook (if networked).
- Proceed to "**Opening the Electronic Pollbooks**" on page 9.



Networking Three or More Electronic Pollbooks to Hub

- 1** Verify the serial and outer seal numbers on each electronic pollbook case with the numbers recorded on Part 1 of the *Electronic Pollbook Integrity Report*.

- Remove the outer seal and open the two latches.



- 2** Detach internal power connection (if attached) from the electronic pollbook.

- Remove electronic pollbook and power cord from case.



- 3** Verify that the **Power Switch** on the top is turned **OFF** before connecting any cords or cables.



- 4** Insert the power cord (marked with yellow tape) into the first connection slot marked **PWR** and the other end into a power source. **Do NOT turn on the power switch yet!**



- 5** Plug the larger end of the printer USB cable into either of the two USB ports on the back of the electronic pollbook.



- 6** Connect the smaller end of the USB cable into the printer.



Networking Three or More Electronic Pollbooks to Hub

7

Reminder:

If networking only two electronic pollbooks, see “Networking Two Electronic Pollbooks” on pages 5 – 6.

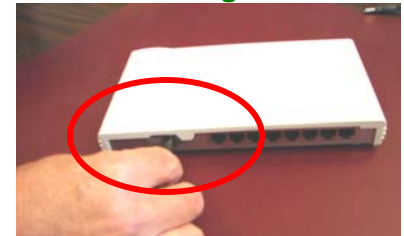
8

- ❑ The **Hub** connects the electronic pollbooks and allows them to synchronize data when more than two electronic pollbooks are being used in a polling location.



9

- ❑ **BEFORE** turning on the **electronic pollbooks**, connect the hub's power cord into the first socket in the back of the hub.
- ❑ Insert the power cord's plug into the power strip. The hub's power light indicator will turn **green**.



10

- ❑ Plug a hub cable into the **LAN** port on an electronic pollbook.



11

- ❑ Connect the other end of the hub cable to any port in the hub.
- ❑ Repeat steps 10 & 11 for each electronic pollbook.



12

- ❑ Turn the power switch to **ON** for all pollbooks .
- ❑ Proceed to “**Opening the Electronic Pollbooks**” on page 9.

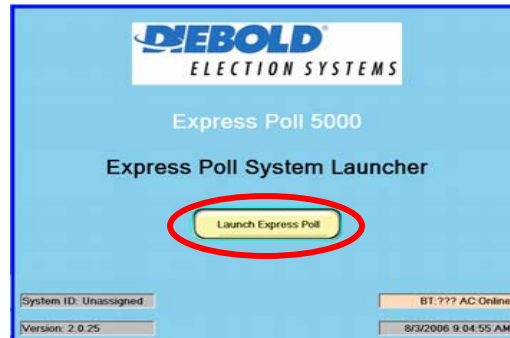


Opening the Electronic Pollbooks

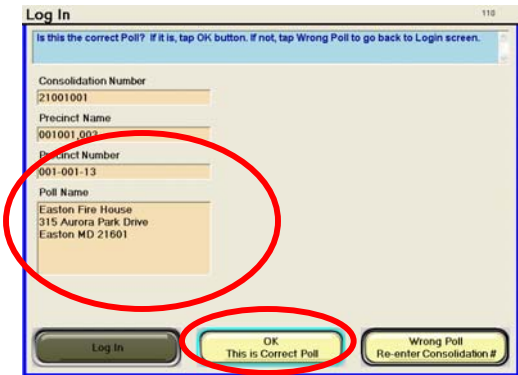
- 1** Turn on each electronic pollbook, then complete steps 2-10.

A least one and preferably ALL pollbooks must be turned on **before** the polls open at 7:00 AM.

- 2** From the Launch screen, tap the **<Launch Express Poll>** button.

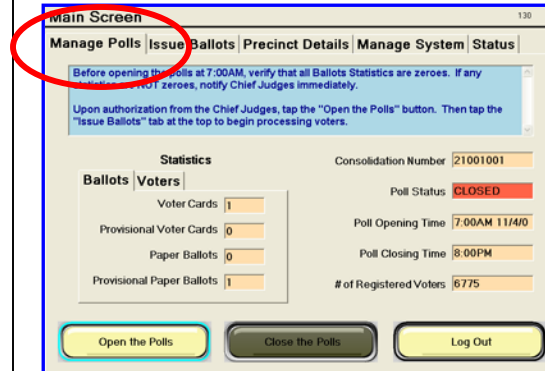


- 3** Verify that correct precinct is shown, then tap **<OK This is Correct Poll >** button.

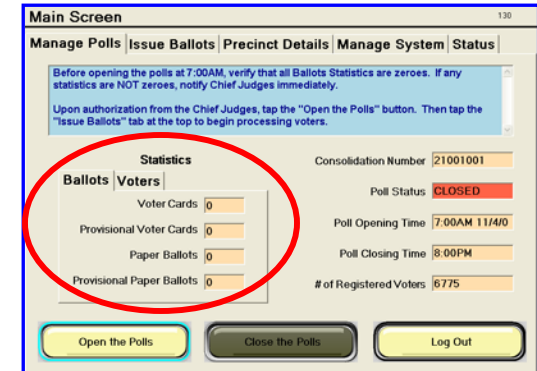


- 4**
- 5** The **“Main Screen”** will appear with the **“Manage Polls”** tab section on the screen.

Note: If the polling place shown in the previous step is NOT correct, contact your local board of elections (LBE) immediately.

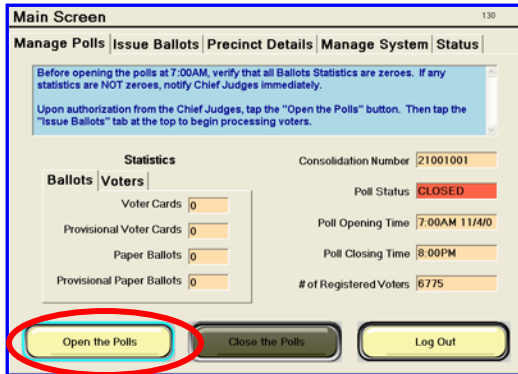


- 6** Verify that all Ballots Statistics are Zeroes. If any are NOT zero, notify Chief Judges.

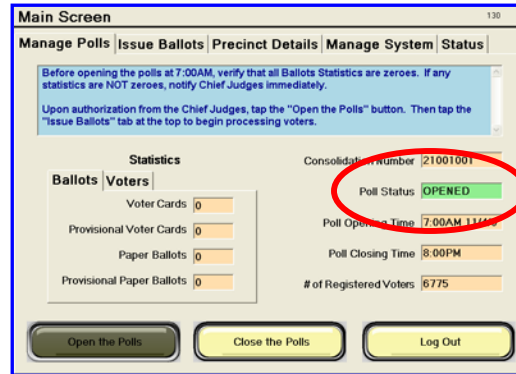


Opening the Electronic Pollbooks

- 7** Tap the <Open the Polls> button.



- 8** The "Poll Status" will change to **green** and display "OPENED".



- 9**
- Repeat steps 2-8 until all electronic pollbooks have been opened.
 - Follow the instructions for "Checking Synchronization" on page 11, if necessary.

- 10** The **Status Bar** at the bottom of the screen displays helpful information

Battery Charge % - Shows "NONE" in red box if battery is missing or disconnected

AC Power Status message shows "Online" when power is connected, "Offline" when power is off.

Precinct Voted Total of voters checked in, including DEM, REP plus ALL OTHER parties. Includes voters issued provisional ballots. **Note:** Totals do NOT include out-of-county voters.

Precinct Voted Totals for registered DEMocrats and REPublicans. Includes provisional voters. **Note:** Totals do NOT include out-of-county voters.

Digital Clock shows current date and time. **Note:** If date is wrong or time is more than 10 minutes off, contact a Chief Judge.

Network Icons show status of connectivity with the other pollbooks in the precinct.

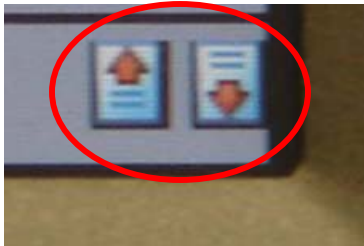
BT: 97% AC: Online

Voted: DEM 1056 REP 1196 TOT 2662

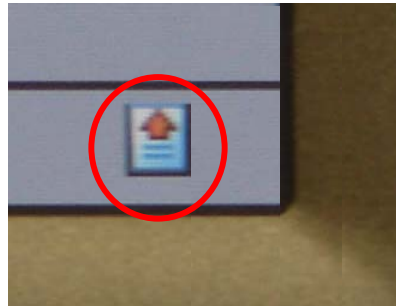
8/20/2008 11:03:34 AM

Checking Synchronization

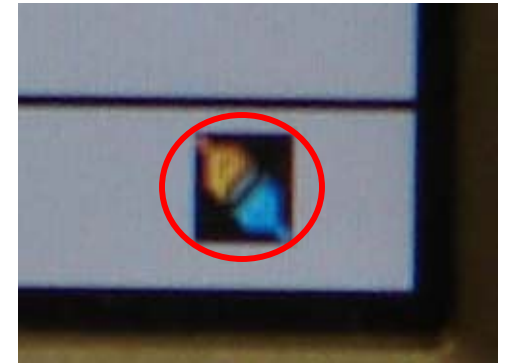
- 1** When the electronic pollbooks are connected and communicating with each other, an up-arrow icon and a down-arrow icon will appear in the bottom right corner. The icons will continuously blink as communication continues.



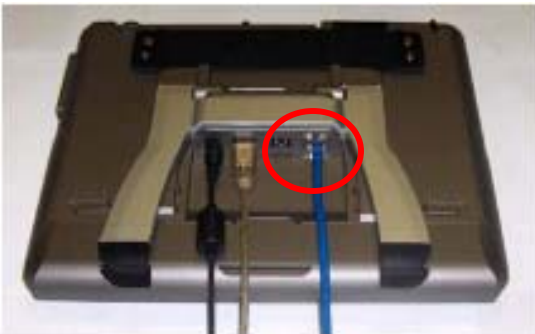
- 2** If only one arrow icon appears for more than two minutes, this indicates a break in synchronization.



- 3** If a severed connection icon appears, the electronic pollbook is not connected to any other unit.



- 4** Check the connection to the back of each electronic pollbook.



- 5** Check the connection to the hub, if a hub is used.
 Check the power connections to each piece of equipment.



- 6** If the synchronization is not established after checking each connection, notify the support technician.
 Synchronization should be verified every hour or so during the election by comparing "Voted" Totals at the bottom of the screen for networked pollbooks.
- Note:** Small differences in the totals are normal and not a problem.

Voter Name Search

- 1** Tap the **<Issue Ballots>** tab at the top of the screen.

Main Screen 130

Manage Polls | **Issue Ballots** | Precinct Details | Manage System | Status

Before opening the program, 06AM, verify that all Ballots Statistics are zeroes. If any statistics are NOT zeroes, notify Chief Judges immediately.

Upon authorization from the Chief Judges, tap the "Open the Polls" button. Then tap the "Issue Ballots" tab at the top to begin processing voters.

Statistics

Consolidation Number: 21001001

Poll Status: OPENED

Poll Opening Time: 7:00AM 11/4/0

Poll Closing Time: 8:00PM

of Registered Voters: 6775

Ballots | Voters

Voter Cards: 0

Provisional Voter Cards: 0

Paper Ballots: 0

Provisional Paper Ballots: 0

Buttons: Open the Polls, Close the Polls, Log Out

- 2** Tap the **<Search Voter Roster – Issue Ballot>** button in the bottom left of the screen.

Main Screen 130

Manage Polls | Issue Ballots | Precinct Details | Manage System | Status

Tap the "Search Voter Roster, Issue Ballot" button to access the Voter Roster.

The "Find Polls" button is used to find a polling place based on the voter's street address.

*** USE "4 & 2" for Faster Lookup! ***

- 1) Tap the FIRST 4 LETTERS of the LAST NAME.
- 2) Tap the "First Name" box
- 3) Tap the FIRST 2 LETTERS of the FIRST NAME.

Remember, use only letters A - Z for lookup. (No hyphens, spaces or apostrophes).

Buttons: Search Voter Roster Issue Ballot, Find Polls

- 3** On the "Find Voters" screen, use the "4 & 2" method:

- First 2 letters of FIRST NAME
- First 4 letters of LAST NAME

Find Voters 205

Find a voter by name:

- 1) Tap first 4 Letters of the LAST NAME (add more if search stops on a shorter name such as WILL)
- 2) Tap in the "First Name" box
- 3) Tap first 2 Letters of the FIRST NAME

Use only letters A - Z (No hyphens, spaces or apostrophes).

Tap "Find by Address" button to find voter by Street Address.

Last Name: _____ Middle Init: _____ Birth MMDD: _____

First Name: _____ Zip Code: _____

Buttons: Find by Address, Search STATE, Clear ALL, Return to Main

Keyboard: T, 2, 3, 4, 5, 6, 7, 8, 9, 0, ., /, [Back], [Space], [Clear]

- 4** More hints for faster voter lookup:

- ✓ If "4 & 2" search stops on a shorter name, add another letter.
- ✓ Use only letters A – Z.

For example:

Enter "O'Donnell" as "ODON".

Enter "El-Amin" as "ELAM"

Note: The Voter's actual registered name (with punctuation) is printed on the VAC.

- 5** To select a name, tap anywhere in that row. Tap the side arrows to scroll through the names, if necessary.

Find Voters

Name	Address	County	DOB	Status	Issued	IDR
O'Donnell, Marie C	28402 Pinehurst Cir Easton 21601	Evergreen	07/04/1937	Active	None	

Last Name: O'DON Middle Init: _____ Birth MMDD: _____

First Name: MA Zip Code: _____

Buttons: Find by Address, Search STATE, Clear ALL, Return to Main

Keyboard: T, 2, 3, 4, 5, 6, 7, 8, 9, 0, ., /, [Back], [Space], [Clear]

- 6** Follow procedures to verify the voter's information. If correct, see the instructions for **Issuing a Voter Access Card**. If not, **<Go Back>**.

Voter Record 260

Voter Details | Identification | Voter History | Precinct Details

Confirm that this is the correct voter. Verify name, month & day of birth, and address. If the voter's information is "Confidential", do NOT ask the voter to provide his or her address.

If any voter information is incorrect, follow procedures in Chapter 6 of the Election Judges' Manual.

Name: O'Donnell, Marie C Status: Active

Address: 28402 Pinehurst Cir
Easton 21601

Precinct: 001-001-13 DOB: 7/4/1937 Issued: None

ID Required: _____ Party: Unaffiliated/OTH

Comments: Registered Party: UNAFFILIATED. CONG=01 LEGIS=37B COUNCIL=000 SCHOOL=002

Buttons: Issue Voter Access Card, Issue Paper Provisional Ballot, Go Back

Voter Not Listed in Precinct Roster

- 1** If voter is NOT FOUND, follow the instructions on the screen, then tap the <Search STATE> button.

Find Voters 205

*** Voter NOT FOUND in Precinct ***.

Search the state for this voter:

- 1) Make sure that the "4 & 2" letters are entered correctly (first 4 letters of last name, first 2 letters of first name)
- 2) Enter Month and Day of birth. Use the format "MMDD" (For example, enter Feb 3 birth date as "0203", Oct 12 as "1012")
- 3) Tap the "Search STATE" button.

Last Name | MURP Middle Init. | Birth MMDD |
 First Name | RO Zip Code | Birth MMDD |

Find by Address Search STATE
 Return to Main

- 2** If there are TOO MANY voters found in the state, follow the instructions on the screen...

Find Voters 205

-- STATE -- TOO MANY Voters found.

- 1) Make sure that the "4 & 2" letters are entered correctly (first 4 letters of last name, first 2 letters of first name)
- 2) Enter voter's Month and Day of birth. Use format "MMDD" (For example, enter Feb 3 birth date as "0203", Oct 12 as "1012")
- 3) If still "TOO MANY Voters," enter additional letters of last or first name, or middle initial (enter a "space" if voter has no middle name)

Last Name | MURP Middle Init. | Birth MMDD |
 First Name | RO Zip Code | Birth MMDD |

Find by Address Return to PRECINCT
 Return to Main

- 3** ...and enter the voter's birthday in "MMDD" format. Example: enter April 1 as "0401" (no slashes).

Find Voters 205

Name	Address	County	DOB	Status	Issued	IDR
Murphy Robert Daniel	733 N Holly Dr Annapolis 21409	Evergreen	07/18/1947	Active	None	

Last Name | MURP Middle Init. | Birth MMDD |
 First Name | RO Zip Code | Birth MMDD |

Find by Address Return to PRECINCT
 Return to Main

- 4** If you find the voter, tap in the voter's row to open the "Voter Record" screen. Tap the "Precinct Details" tab at the top...

Voter Record 240

Voter Details | Identification | Voter History | Precinct Details

This voter is not eligible to vote a regular ballot at this location. Tap "Precinct Details" tab at the top of this page to find the voter's correct polling place.

Or, tap the "Provisional Ballot" button to issue this voter a provisional ballot.

Name | Murphy, Robert Daniel Status | Active
 Address | 733 N Holly Dr Annapolis 21409
 Precinct | 005-001 DOB | 7/18/1947 Issued | None
 ID Required | Party | DEMOCRAT

Wrong Polling Place - Please see instructions above.
 CONG-01 LEGIS-30 COUNCIL-005

Provisional Ballot Go Back

- 5** ...to find the voter's correct precinct. Note: A chief judge **must** follow procedures to complete a **Provisional Worksheet before** issuing a provisional ballot.

Voter Record 240

Voter Details | Identification | Voter History | Precinct Details

Consolidation Number | 02005001
 Precinct Name | Dist/Prec 05001
 Precinct Number | 005-001
 Poll Name | St. Margaret's Episcopal Church S-1
 1601 Pleasant Plains Rd Annapolis MD 21409

Print Information

- 6** To go back to the "Find Voters" screen, tap the "Voter Details" tab, then tap the <Go Back> button. Finally, tap <Return to PRECINCT>

Voter Record 240

Voter Details | Identification | Voter History | Precinct Details

This voter is not eligible to vote a regular ballot at this location. Tap "Precinct Details" tab at the top of this page to find the voter's correct polling place.

Or, tap the "Provisional Ballot" button to issue this voter a provisional ballot.

Name | Murphy, Robert Daniel Status | Active
 Address | 733 N Holly Dr Annapolis 21409
 Precinct | 005-001 DOB | 7/18/1947 Issued | None
 ID Required | Party | DEMOCRAT

Wrong Polling Place - Please see instructions above.
 CONG-01 LEGIS-30 COUNCIL-005

Print Information Provisional Ballot Go Back

Voter Address Search

- 1** If necessary, search for a voter by his or her address. On the “**Find Voters**” screen, tap the <**Find by ADDRESS**> button.

Find Voters 205

Find a voter by name:

- 1) Tap first 4 Letters of the LAST NAME (add more if search stops on a shorter name such as WILL)
- 2) Tap in the “First Name” box
- 3) Tap first 2 Letters of the FIRST NAME

Use only letters A - Z (No hyphens, spaces or apostrophes).

Tap “Find by Address” button to find voter by Street Address.

Last Name: _____ Middle Init: _____
 First Name: _____ Zip Code: _____ Birth MMDD: _____

Buttons: Find by Address (circled in red), Search STATE, Clear ALL, Return to Main

- 2** Enter the name of the voter’s street in the “**Street**” field. If necessary, type “N” for “North,” “S” for “South,” etc., with no period.

Find Voters 205

Find a voter using a street address:

- 1) Enter the Street name
 Note: If street name has a direction (N, S, E, W, NE, NW, SE, SW) the direction **MUST** be included.
 Example: If voter lives on South Main Street, enter “S MAIN”
- 2) Enter the House Number
- 3) Enter the Zip Code

Street: W OAK (circled in red)

House #: _____ Apt #: _____ Zip Code: _____

Buttons: Find by Name, Return to PRECINCT, Clear ALL, Return to Main

- 3** To narrow the search, enter the voter’s house number in the “**House #**” field.

Find Voters 205

Name	Address	County	DOB	Status	Issued	IDR
Perkins James Christopher	110 W Oak Ave Easton 21601	Evergreen	02/09 /1941	Active	None	
Perkins Janet R	110 W Oak Ave Easton 21601	Evergreen	11/09 /1941	Active	None	
Stevens Edna M	110 W Oak Ave Easton 21601	Evergreen	11/05 /1912	Inactive	None	

Street: W OAK 3 voters found

House #: 110 (circled in red) Apt #: _____ Zip Code: _____

Buttons: Find by Name, Search STATE, Clear ALL, Return to Main

- 4** If the street address is outside of the precinct, tap the <**Search State**> button.

Find Voters 205

*** Voter NOT FOUND in Precinct ***.

Search the state for this voter:

- 1) Make sure that the “4 & 2” letters are entered correctly (first 4 letters of last name, first 2 letters of first name)
- 2) Enter Month and Day of birth. Use the format (MMDD) (For example, enter Feb 3 birth date as “0203”, Oct 10 as “1010”)
- 3) Tap the “Search STATE” button.

Street: N HOLLY

House #: _____ Apt #: _____ Zip Code: _____

Buttons: Find by Name, Search STATE (circled in red), Clear ALL, Return to Main

- 5** To select a name, tap anywhere on the line. Press the side arrows to scroll through the names, if necessary.

Find Voters 205

Name	Address	County	DOB	Status	Issued	IDR
Murphy Robert Daniel	733 N Holly Dr Annapolis 21409	Evergreen	07/18 /1947	Active	None	
Murphy Robert Daniel	733 N Holly Dr Annapolis 21409	Evergreen	07/18 /1947	Active	None	

Street: N HOLLY 2 voters found

House #: 733 Apt #: _____ Zip Code: _____

Buttons: Find by Name, Return to PRECINCT, Clear ALL, Return to Main

- 6** If the voter is in the correct precinct, follow regular check-in procedures.

- If the voter is not in the correct precinct, follow Steps 4 and 5 on page 13 for a “Voter Not Listed in Precinct Register.”

- Upon return to the “**Find Voters**” screen, first tap the <**Return to PRECINCT**> button, then tap <**Find by Name**> before searching for the next voter.

Finding Polling Place for Voter's Street Address

- 1** Go back to the **"Main Screen"** and tap on the **"Issue Ballots"** tab at the top.

- 2** Tap on the **<Find Polls>** button in the bottom right.

- 3** Follow the instructions on the screen: enter the voter's street name, house number, and zip code.

- 4** Locate the correct street and the correct **range** of house numbers for the voter's current address. Tap anywhere in that row.

Street	House No.	Apt No.	Side	Precinct
Ritchie Hwy	1525 to 1641		S	005-026
Ritchie Hwy Annapolis 21409	1707 to 1965		B	005-020
Ritchie Hwy Severna Park 21146	371		S	005-031
Ritchie Hwy Severna Park 21146	180 to 440		E	005-012
Ritchie Hwy Baltimore 21225	4003 to 5519		O	001-016

- 5** The next screen will show the details of the polling place for the selected range of addresses.

- 6** Tap on **<Go Back>** to return to the Main Screen.

Issuing a Voter Access Card

- 1** If the voter's information is correct and the voter is eligible to vote on a voting unit, tap the **<Issue Voter Access Card>** button.

Voter Record 290

Voter Details | Identification | Voter History | Precinct Details

Confirm that this is the correct voter. Verify name, month & day of birth, and address. If the voter's information is "Confidential", do NOT ask the voter to provide his or her address.

If any voter information is incorrect, follow procedures in Chapter 8 of the Election Judges' Manual.

Name: Williams, Mary William Status: Active
 Address: 122 N Harrison St Easton 21601
 Precinct: 001-003-13 DOB: 3/27/1981 Issued: None
 ID Required: Party: Unaffiliated/OTH
 Comments: Registered Party: UNAFFILIATED CONG=01 LEGIS=37B COUNCIL=000 SCHOOL=003

Issue Voter Access Card | Issue Paper Provisional Ballot | Go Back

- 2** If the voter wants to use the audio ballot, tap the box for **"Audio Ballot (VIBS)"**.

Select Ballot 310

Select Audio Ballot option, if needed, BEFORE tapping "Create Voter Access Card".

Audio Ballot (VIBS)

Voter Name: Williams, Mary William
 Precinct: 001-003-13
 Ballot Style: 1

Create Voter Access Card | Cancel No Ballot Issued

- 3** Tap the **<Create Voter Access Card>** button.

Select Ballot 310

Select Audio Ballot option, if needed, BEFORE tapping "Create Voter Access Card".

Audio Ballot (VIBS)

Voter Name: Williams, Mary William
 Precinct: 001-003-13
 Ballot Style: 1

Create Voter Access Card | Cancel No Ballot Issued

- 4** When **"INSERT CARD INTO SLOT"** is displayed at the bottom of the screen, insert a voter access card into the slot on the right side of the electronic pollbook.



- 5** Do **NOT** remove the voter access card until the green light next to the card slot is flashing and **"CARD WRITTEN OK. REMOVE CARD FROM SLOT"** is displayed at the bottom of the screen.

- The printer will now print the voter's Voter Authority Card (VAC).
- Follow procedures for issuing the voter his or her voter access card and printed VAC.

- 6** Voter is marked as **"Card Issued"** in the roster, and the program automatically returns to **"Find Voters"**

Find Voters 209

Find a voter by name:

- 1) Tap first 4 Letters of the LAST NAME (add more if search stops on a shorter name such as WILL)
- 2) Tap in the "First Name" box
- 3) Tap first 2 Letters of the FIRST NAME

Use only letters A - Z (No hyphens, spaces or apostrophes).

Tap "Find by Address" button to find voter by Street Address.

Last Name: Middle Init. Birth MMDD
 First Name: Zip Code

1 2 3 4 5 6 7 8 9 0 - | Find by Address | Search STATE
 Q W E R T Y U I O P | Clear ALL
 A S D F G H J K L | |
 Z X C V B N M space clear | Return to Main

Issuing a Provisional Ballot

- 1** If a voter is not eligible to vote on a voting unit, a provisional ballot may be issued. Tap on the **<Issue Paper Provisional Ballot>** button.

Voter Record 280

Voter Details | Identification | Voter History | Precinct Details

This voter has been issued an absentee ballot. If the voter wants to cast a ballot now, he or she must vote by provisional ballot.

Enter "4" on the "Enter Provisional Reason" screen.

Name: Johnson, Jamie Lee Status: Active
Address: 405 Goldsborough St Apt B Easton 21601
Precinct: 001-003-13 DOB: 9/27/1983 Issued: None
ID Required: Party: Unaffiliated/OTH

Registered Party: UNAFFILIATED CONG=01 LEGIS=37B COUNCIL=000 SCHOOL=003

Issue Paper Provisional Go Back

- 2** Follow the instructions on the screen (and note the reason code.) Instructions will vary based on the voter's situation.

Voter Record 280

Voter Details | Identification | Voter History | Precinct Details

This voter can only vote a Provisional Ballot. This voter must provide a Driver's License # or Social Security # on the Provisional Ballot Application.

Enter "7" on the "Enter Provisional Reason" screen.

Name: Smith, David L Status: Pend2
Address: 123 Elm St Apt B Easton 21601-3117
Precinct: 001-003-13 DOB: 10/21/1963 Issued: None
ID Required: Party: Unaffiliated/OTH

Registered Party: UNAFFILIATED CONG=01 LEGIS=37B COUNCIL=000 SCHOOL=003

Issue Paper Provisional Ballot Go Back

- 3** Using the table below, find the number code for the reason a provisional ballot is being issued.

1	Not listed on the precinct register
2	Listed but indicated a change of address
3	Listed but claims a different party affiliation (primary election only)
4	Listed as "ABS Issued," "Card Issued," or "PROV."
5	Listed as "Show ID" and unable to provide sufficient ID
6	Listed as "Pend1" ("Show ID" on Voter Details screen)
7	Listed as "Pend2" ("Need DL#/SSN#" on Voter Details screen)
8	Challenged by a poll watcher & could not provide acceptable form of ID
9	Other

- 4** Using the number pad, enter the number code BEFORE tapping the **<Issue Paper Provisional Ballot>** button.

Enter Provisional Reason 340

Enter the correct Reason Code (number 1 - 9) before tapping the button to issue a ballot. Instruct the voter to take the printed Voter Authority Card to the Provisional Ballot Judge. *** SCROLL DOWN HERE FOR THE COMPLETE LIST OF REASON CODES ***

Voter Name: Smith, David L
Precinct: 001-003-13
Ballot Style: 1

7

Issue Paper Provisional Ballot Cancel No Ballot Issued

- 5** Verify the voter's information. Tap the **<Issue Paper Ballot>** button.

Issue Paper Ballot 330

Tap the "Issue Paper Ballot" button.

Follow your county's procedures to supply a PROVISIONAL paper ballot to the voter.

Voter Name: Smith, David L
Precinct: 001-003-13
Ballot Style: 1 Reason Code: 7

Issue Paper Ballot Cancel NO Ballot Issued

- 6** Voter is now marked as "PROV" in the roster, and the program automatically returns to **"Find Voters"**

Find Voters 208

Find a voter by name:

- 1) Tap first 4 Letters of the LAST NAME (add more if search stops on a shorter name such as WILL)
- 2) Tap in the "First Name" box
- 3) Tap first 2 Letters of the FIRST NAME

Use only letters A - Z (No hyphens, spaces or apostrophes).

Tap "Find by Address" button to find voter by Street Address.

Last Name: Middle Init.: Birth MMDD:

First Name: Zip Code:

Find by Address Search STATE

Clear ALL

Return to Main

Closing the Electronic Pollbooks

- 1** Tap the **<Return to Main>** button to return to the **"Main Screen"**

Find Voters 205

Find a voter by name:

- 1) Tap first 4 Letters of the LAST NAME (add more if search stops on a shorter name such as WILL)
- 2) Tap in the "First Name" box
- 3) Tap first 2 Letters of the FIRST NAME

Use only letters A - Z (No hyphens, spaces or apostrophes).

Tap "Find by Address" button to find voter by Street Address.

Last Name Middle Init.

First Name Zip Code Birth MMDD

Find by Address Search STATE

Clear ALL

Return to Main

- 2** Tap the **"Manage Polls"** tab, then tap the **<Close the Polls>** button.

Main Screen 130

Manage Polls Issue Ballots Precinct Details Manage System Status

Before opening the polls at 7:00AM, verify that all Ballots Statistics are zeroes. If any statistics are NOT zeroes, notify Chief Judges immediately.

Upon authorization from the Chief Judges, tap the "Open the Polls" button. Then tap the "Issue Ballots" tab at the top to begin processing voters.

Consolidation Number 21001001

Poll Status CLOSED

Poll Opening Time 7:00AM 11/4/0

Poll Closing Time 8:00PM

of Registered Voters 6775

Open the Polls Close the Polls Log Out

- 3** Tap on the **"Manage Polls"** tab
- Enter the **"In Poll Book"** total from the **"Voters"** statistics in Part 3 of the *Electronic Pollbook Integrity Report*.

Main Screen 130

Manage Polls Issue Ballots Precinct Details Manage System Status

Before opening the polls at 7:00AM, verify that all Ballots Statistics are zeroes. If any statistics are NOT zeroes, notify Chief Judges immediately.

Upon authorization from the Chief Judges, tap the "Open the Polls" button. Then tap the "Issue Ballots" tab at the top to begin processing voters.

Consolidation Number 21001001

Poll Status CLOSED

Poll Opening Time 7:00AM 11/4/0

Poll Closing Time 8:00PM

of Registered Voters 6775

Open the Polls Close the Polls Log Out

- 4** It is now safe to turn the power off at the top of the electronic pollbook.

- Remember to store the stylus in its slot.



- 5** Do not forget to pack the power cord in the case.

- Remember to place the electronic pollbook face down in the case.



- 6** Repeat Steps 1 – 5 for each electronic pollbook.

- Follow the instructions from your LBE for sealing, packing, and securing all electronic pollbooks, printers, cables, and hub (if used).

- Make sure the serial number on the electronic pollbook matches the serial number on the case.

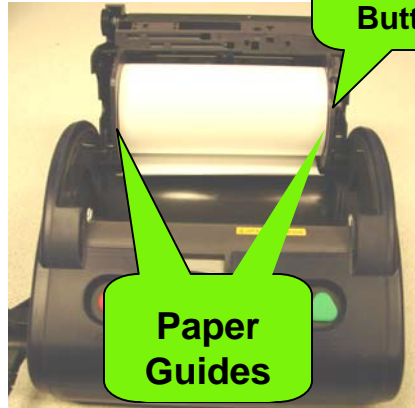
- Remember to complete Part 3 of the *Electronic Pollbook Integrity Report*.

Changing the Printer Paper

- 1** Push the **Cover Release Button** and push open the paper compartment.



2



- 3** Slide the **Paper Release Button** forward and gently slide the **Paper Guides** apart with your thumbs. Remove roll.



- 4** Place the holes of the new paper roll onto Paper Guides.
 Make sure the paper feeds from the **BOTTOM**.



- 5** Slide the **Paper Release Button** forward and gently slide the **Paper Guides** together.



- 6** Pull paper through the printer's opening and close the cover.

Note: When the red marks appear on the paper, it is time to replace the roll.

