A Pre-Proposal Conference shall be held at 9:30 a.m. on Monday, August 17, 2009, at the State Board of Elections, 151 West Street, Suite 200, Annapolis, MD 21401. 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 2:00 PM, [insert date], 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: _________________________________________________________
Request for Proposals

Maryland Statewide Optical Scan Voting System

Solicitation No. 2010-02

Issue Date: August 3, 2009

NOTICE

Prospective Offerors who have received this document from the State Board of Elections’ web site, 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 (MBEs) 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 @ dwiltshire@elections.state.md.us. Your assistance is appreciated.

Title:   Maryland Statewide Optical Scan Voting System
Solicitation No: SBE 2010-02

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 the reverse of this page or attach additional pages as needed.)

REMARKS:
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Offeror Name: __________________________________________   Date ______________________
Contact Person: ___________________________________________   Phone (___) _____ - ________
Contact email: ___________________________________________  Business website: ______________________
Business Address: __________________________________________

Return to Donna Wiltshire @ dwiltshire@elections.state.md.us or fax to 410.974.2019
OPTICAL SCAN VOTING SYSTEM SOLICITATION

State of Maryland

KEY INFORMATION SUMMARY SHEET

Request for Proposals

MARYLAND STATEWIDE OPTICAL SCAN VOTING SYSTEM

SOLICITATION # SBE 2010-02

RFP Issue Date: August 3, 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: August 17, 2009 at 9:30 a.m.
State Board of Elections
151 West Street, Suite 200
Annapolis, MD 21401
For directions to SBE, visit http://www.elections.state.md.us/about/directions.html or contact the Procurement Officer identified above

Closing Date and Time: September 4, 2009 at 1:00 p.m. [Local Time]

NOTICE

Prospective Offerors who have received this document from the State Board of Elections web site, 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.
SECTION 1: GENERAL INFORMATION

1.1 EXECUTIVE SUMMARY

The State Board of Elections (SBE) is responsible for managing and supervising elections and voter registrations in the State. SBE directs, supports, monitors, and evaluates the activities of each local board. In addition, SBE administers sections of the Election Law Article of the Annotated Code of Maryland that govern the receipt and expenditure of funds for election campaigns, and the Public Financing Act, which provides for public financing of the campaigns of eligible gubernatorial candidates who elected to use such funds. SBE also serves as a depository for election and registration records, campaign financial reports, and other election information.

Through this solicitation, SBE will procure the precinct count optical scan voting equipment for Election Day voting and central count optical scan equipment for absentee and provisional voting as well as other peripheral and ancillary components necessary to conduct an election.

1.2 ABBREVIATIONS AND DEFINITIONS

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

“Americans with Disabilities Act of 1990” (ADA) is the federal law ensuring equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. The Act is codified at 42 U.S.C. 12101 et seq.

“Absentee Ballot” is a ballot that will be sent to a voter, upon request, who will then mark the ballot with their selections and return it (the ballot) to the designated Local Board of Elections prior to the close of the polls on Election Day.

“Best Value” means the expected outcome of an acquisition that, in the State’s estimation, provides the greatest overall benefit in response to the requirement.

“Offeror or Vendor” refers to an entity that submits a proposal in response to this solicitation.

“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 successful Offeror who signs a contract with the State pursuant to this solicitation.

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

“Direct Recording Electronic” (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.

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

“Evaluation” is the in-depth review and analysis of Offeror’s proposal in response to this solicitation using the expressed evaluation criteria in the solicitation and procedures outlined herein. The purpose of evaluation is to identify strengths and weaknesses, and need for clarification in proposals.

“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.

“Independent Testing Authority” (ITA) means a laboratory accredited by the EAC to test voting systems against the Voluntary Voting System Guidelines or the Voting System Standards established by the Federal Election Commission.

“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 by the State of Maryland.

“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)

“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.

“Optical Scan Voting Equipment” is a mark sense system in which voters record their choices by filling in a rectangle, circle or oval, or by completing an arrow on a paper ballot.

“Overvote” occurs when a voter votes for more than the maximum number of votes allowed for a contest. For example, if a voter votes for two candidates in a “vote for one” contest, the ballot has an overvote.

“Precinct” is a geographical area, established in accordance with Maryland Election Law, within which all electors vote at one polling place.

“Precinct Count Optical Scan (PCOS)” is an optical scan voting system in which the voter inserts the ballot into a device which counts the vote within the polling place.

“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-2010-02, dated August 3, 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.
“Third-Party Components” means parts of the voting system required to operate the voting system. For example, a third-party component could be the operating software needed on the server to run EMS.

“Undervote” occurs when a voter either votes for fewer than the maximum number of votes allowed for a contest or does not vote for any candidates in a contest. For example, if a voter votes for one candidate in a “vote for three” contest, the ballot has an undervote.

“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.

“Voluntary Voting System Guidelines” (VVSG) means the set of specifications that voting systems, voting devices, and software must meet to receive a certification from the EAC. ITAs test voting systems, voting devices, and software against these guidelines. The text of the current version of the VVSG and additional information is available on the following websites:

VVSG Volume One:  www.eac.gov/voting%20systems/docs/vvsgvolumei.pdf/attachment_download/file

VVSG Volume Two:  www.eac.gov/voting%20systems/docs/vvsgvolumei.pdf/attachment_download/file

Summary of Changes:  www.eac.gov/voting%20systems/docs/vvsgsummaryofchanges.pdf/attachment_download/file

Voting Systems History & Background:  www.eac.gov/voting%20systems/voting-system-certification-history/


“Warranty” is a guarantee given to the State, by the Contractor, stating that a product or service is reliable and free from defects and the Contractor will repair/replace the defective product or re-perform the service at no additional charge to the State.

1.3  CONTRACT TYPE

The Contract that results from this RFP shall be a time and materials with firm fixed prices contract in accordance with COMAR 21.06.03.02 for the support and ancillary services, and an indefinite quantity contract with fixed unit prices in accordance with COMAR 21.06.03.06 for voting system equipment and related accessories.
1.4  **CONTRACT DURATION**

The term of this contract will be for a period of four (4) years commencing on or about January 1, 2010 and terminating December 31, 2013. The State shall have the sole right to exercise up to six (6) 2-year renewal options at its sole discretion.

1.5  **PROCUREMENT OFFICER AND CONTRACT MANAGER**

All communications regarding this solicitation are to be made solely through the Procurement Officer listed below. Only information communicated by the Procurement Officer will be the official position of the State. Questions regarding this solicitation must be directed to the Procurement Officer in writing (e-mail [preferred]). This does not preclude the Procurement Officer from telephone contact with the designated representative of the Offeror. Such telephone contact by the Procurement Officer does not waive the requirement for the Offeror’s contact to be in writing. No response other than written will be binding upon the State. Neither the Offeror or its agents may contact State Board of Elections executives or any State staff, members of the evaluation committee(s) and any other person who will evaluate proposals, regarding this solicitation.

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 Procurement Officer will also serve as Contract Manager responsible for monitoring and assessing the performance of the Contractor after the contract is awarded in response to this RFP. The Department may change the Procurement Officer or Contract Manager at any time by written notice.

1.6  **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.

1.7  **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference (“Conference”) shall be held on August 17, 2009 beginning at 9:30 a.m., at the State Board of Elections, 151 West Street, Suite 200, Annapolis, MD 21401.
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 insure 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 August 13, 2009 5:00 pm. 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.

1.8 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.

1.9 PROPOSAL DUE (CLOSING) DATE

An unbound original and five (5) 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 1:00 PM (local time) on Friday, September 4, 2009, in order to be considered.

Requests for extension of the closing date or time shall 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 September 4, 2009 at 1:00 PM (local time), shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.
1.10 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.

1.11 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 letter 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.

1.12 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.

1.13 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.

1.14 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.
1.15 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.

1.16 PROTESTS/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).

1.17 MULTIPLE OR ALTERNATIVE PROPOSALS

SBE will not accept multiple or alternative proposals in response to this solicitation.

1.18 MINORITY BUSINESS ENTERPRISE

A Minority Business Enterprise (MBE) subcontractor participation goal of 5% percent of award value of the has been established for this procurement. Potential sub-contract areas include, but are not limited to: staffing [NACIS CODE 561311], transportation [NACIS CODE 484110 or 484220] and logistics [NACIS CODE 4884]. NOTE: While the NACIS Code is being provided as a guide or general reference for potential Offerors to identify some of the areas that may be sub-contract to MBEs to assist with work performed on this contract. The codes listed are not meant to be construed as absolutes or the only available codes that may be used.

Offerors are required to consider Minority Business Enterprises in any and all opportunities available to meet the established MBE goal for this procurement. To assist Offerors in researching NACIS codes, the following link is provided: http://www.census.gov/cgi-bin/ssa/naics/naicsrch?chart=2007

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

Attachments 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 with 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.
1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.
1.24 PROCUREMENT METHOD

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

1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENTS

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.

1.26 VERIFICATION

Offerors are advised that prior to contract award, SBE will verify that the vendor is not listed on the Federal list of debarred or suspended vendors.

1.27 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:

1. Falsify, conceal, or suppress a material fact by any scheme or device;
2. Make a false or fraudulent statement or representation of a material fact; or
3. 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.

1.28 USE OF “E-MARYLANDMARKETPLACE”

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the SBE web site (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 eMarylandMarketplace website at www.eMarylandMarketplace.com.
1.29 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 Transfer (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/gad/pdf/GADX-10.pdf.

1.30 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 (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.

1.31 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.
1.32 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:

1. Shall constitute contracts between the Contractor and that government or agency;
2. Shall not constitute purchases by the State or State agencies under this contract;
3. Shall not be binding or enforceable against the State, and
4. 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.

1.33 BEST OFFER GUARANTEE

Lowest Hardware and Software Prices Guarantee – For all hardware and software acquired under this contract, the Contractor must guarantee that the prices quoted in Attachment T shall be no higher than the prices that it charges to any other customer other than the U.S. Federal Government. Therefore, if at any time after the commencement of this contract, the Contractor charges any lower price(s) to any other non-Federal customer for the same or equivalent equipment and software, it shall adjust its Maryland prices for all equipment and software purchased thereafter in the future to no more than the price(s) charged to any other non-Federal for the same or equivalent hardware and software.

1.34 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.

1.35 BID BOND

A bid bond or other suitable security as identified within COMAR 21.06.07 in the amount of $250,000 must be submitted with the technical proposal for the Statewide Optical Scan Voting System. The cost of this bond, or other suitable security, is to be included in the total price(s) proposed and will not be recoverable as a separate cost item. Attachment K should be completed and submitted with the bid bond required for this solicitation.
1.36 PERFORMANCE BOND

The successful Offeror must submit a Performance Bond (Attachment L), or other suitable security as identified within COMAR 21.06.07, in the amount of $1,500,000 for the duration of the contract for the Statewide Optical Scan Voting System. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The Performance Bond, or other suitable security, shall be delivered to the State by the successful Offeror within 5 working days after being notified of the proposed contract award.

1.37 SURETY BOND ASSISTANCE PROGRAM

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to $750,000. MSBDFA may also guaranty up to 90 percent of a surety’s losses as a result of a contractor’s breach of contract; MSBDFA exposure on any bond guaranteed may not, however, exceed $900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety’s exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than $50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state’s tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor, Baltimore, Maryland 21202
Phone: (410) 333-4270 Fax: (410) 333-6931

1.38 PERFORMANCE MEASUREMENTS

It is critical to the success of the State’s that services are maintained 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.
1.39 NEWS RELEASES AND PUBLICITY

News releases related to this RFP or any subsequent project will not be made without prior written approval of the Procurement Officer.

1.40 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-responsible.

1.41 PROMPT PAY DIRECTIVE

1.41.1 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:

1.41.1.1 Not process further payments to the contractor until payment to the subcontractor is verified;
1.41.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
1.41.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
1.41.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
1.41.1.5 Take other or further actions as appropriate to resolve the withheld payment.

1.41.2 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.

1.41.3 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:

1.41.3.1 Affect the rights of the contracting parties under any other provision of law;
1.41.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
1.41.3.3 Result in liability against or prejudice the rights of the Agency.

1.41.4 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.

1.41.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

1.41.5.1 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.
1.41.5.2 This verification may include, as appropriate:
1.41.5.3 Inspecting any relevant records of the contractor;
1.41.5.4 Inspecting the jobsite; and
1.41.5.5 Interviewing subcontractors and workers.
1.41.5.6 Verification shall include a review of:
   1.41.5.6.1 The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
   1.41.5.6.2 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.
1.41.5.7 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.
1.41.5.8 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.
1.41.6 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:
   1.41.6.1 Terminate the contract;
   1.41.6.2 Refer the matter to the Office of the Attorney General for appropriate action; or
   1.41.6.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
1.41.7 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: OPTICAL SCAN VOTING SYSTEM

STATEMENT OF WORK

2.1 OVERVIEW

In 2007, the General Assembly passed Chapters 547 and 548, Laws of Maryland 2007, which directed the State Board of Elections (SBE) to certify, for use in elections after January 1, 2010, a voting system that provides a “voter-verifiable paper record.” Under this law, SBE was to procure an optical scan voting system, together with ballot marking devices for use by voters with disabilities. In 2007, Maryland law also outlined voting system standards that must be met before SBE could select the voting system. The General Assembly recently enacted House Bill 893 as emergency legislation, which the Governor signed on May 7th, that provides alternative accessibility standards to be used “if, at the time of the procurement of a voting system, there is not a commercially available system that satisfies all of the requirements” of § 9-102 of the Election Law Article of the Annotated Code of Maryland. If this contingency is met, House Bill 893 directs SBE to implement an optical scan voting system but authorizes SBE to forgo procuring ballot marking devices and instead deploy existing touch screen voting units to provide access for voters with disabilities.

SBE, in consultation with the Office of the Attorney General, concludes that there is no system currently commercially available that satisfies the requirements of § 9-102 of the Election Law Article. As such, SBE will not be implementing ballot marking devices for the 2010 election. Instead, SBE will deploy optical scan voting units procured through this solicitation and some of its current inventory of touch screen voting units. Services for voting system implementation and election management are being procured under separate contract.

The State of Maryland currently uses a voting system comprised of DRE (touch screen) voting devices for polling place voting and central count Optical Scan voting devices for absentee and provisional voting. The same voting system is used in each of the counties in the State of Maryland. The current voting system includes:

1. Approximately 20,000 DRE voting devices;
2. Approximately 70 Optical Scan voting devices;
3. Fifty servers (two servers for each county and SBE, with one serving as the primary and the second as a back-up) that house the voting system’s Election Management System (EMS). These servers use dedicated software for ballot definition and programming;
4. Approximately 6,300 electronic pollbooks (considered part of the current voting system because they encode voter access cards); and
5. Ancillary equipment, including approximately 2,000 accessories to provide access for voters with disabilities.

2.2 VOTING SYSTEM FEDERAL CERTIFICATION REQUIREMENTS

Offerors shall propose a voting system that has been examined by an independent testing laboratory that is approved by the EAC and been shown by that testing laboratory to meet the performance and test standards for electronic voting systems established by the Federal Election Commission (FEC) or the Election Assistance Commission.
2.2.1 The Offeror shall provide an EAC certification number as evidence of the laboratory’s findings; or

2.2.2 If the Offeror cannot meet the certification requirement above, the Offeror may propose:
   2.2.2.1 A system that is being examined by an independent testing laboratory that is approved by the EAC and is reasonably likely, by the time of contract award, to be shown by that testing laboratory to meet the performance and test standards for electronic voting systems established by the Federal Election Commission or the EAC; or
   2.2.2.2 A system that has been examined by an independent laboratory that is approved by the National Association of State Election Directors (NASED) and been shown by that testing laboratory to meet the performance and test standards for electronic voting systems established by the Federal Election Commission. A NASED certification number shall be provided as evidence of the laboratory’s findings.

2.2.3 The proposal must contain a copy of a letter to each ITA authorizing the ITA to release to the State any records or test results related to the proposed voting system.

2.3 VOTING SYSTEM STATE CERTIFICATION REQUIREMENTS

In addition to meeting the certification standards in § 2.2, the Offeror’s proposed voting system shall also meet all the following requirements of § 9-102:

2.3.1 Protect the secrecy of the ballot;
2.3.2 Protect the security of the voting process;
2.3.3 Count and record all votes accurately;
2.3.4 Accommodate any ballot used under the Election Law Article;
2.3.5 Protect all other rights of voters and candidates;
2.3.6 Be capable of creating a paper record of all votes cast so that an audit trail is available in the event of a recount, including a manual recount;

2.3.7 Provide a voter-verifiable paper record that:
   2.3.7.1 Is an individual document that is physically separated from any other similar document and not part of a continuous roll;
   2.3.7.2 Is sufficiently durable to withstand repeated handling and folding for the purposes of mandatory random audits and recounts; and
   2.3.7.3 Uses ink that does not fade, smear or otherwise degrade and obscure or obliterate the paper record over time.

2.3.8 To determine whether a voting system meets the above requirements, SBE conducts certification testing. State certification does not need to be completed prior to submitting a response to this RFP. However, the materials for certification shall be submitted with this proposal so that the voting system can be State certified prior to the final execution of the contract (before actual purchase of any equipment). The certification standards are established under Section 9-102 of the Election Law Article (Attachment N), and the certification process is outlined in Subtitle 33.09 of COMAR (Attachment O).

2.3.9 Throughout the term of this contract, including any extensions or warranty phases, the voting system selected for contract award must be in compliance with SBE certification requirements.

2.4 PERFORMANCE AND CAPABILITIES REQUIREMENTS

In addition to State Certification requirements provided in § 2.3, the proposed optical scan voting system shall:
2.4.1 Provide for the counting and recording of all eligible ballots;
2.4.2 Provide for the counting and recording of ballots cast in split precincts, where all voters residing in one precinct are not voting the same ballot style;
2.4.3 Provide for the counting and recording of ballots cast in combined precincts, where more than one precinct is voting at the same location, on either the same ballot style or a different ballot style (such as in an early voting center);
2.4.4 Provide for the counting and recording of write-in votes; Permit diagnostic and pre-election testing of all major components of the voting system;
2.4.5 Permit diagnostic and pre-election testing of all major components of the voting system;
2.4.6 Store results from pre-election testing on voting devices and on central servers;
2.4.7 Utilize control logic and data processing methods to detect errors and provide corrective actions when errors are detected;
2.4.8 Provide immediate notice if any component of the voting system is not operating properly;
2.4.9 Permit recounts pursuant to Title 12 of the Election Law Article and Title 33, Subtitle 12 of COMAR;
2.4.10 Be capable of being transported and stored in conditions that may include extremely bumpy roads, exposure to extreme heat or cold, dust or other environmental elements, including transport to precincts surrounded by water, without damage to the voting system;
2.4.11 Be capable of withstanding frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use;
2.4.12 Be newly manufactured, not reconditioned or refurbished in any way; and
2.4.13 Maintain an Election Day equipment failure rate of less than one (1) percent throughout the State (in all jurisdictions) for the duration of the contract term.
2.4.14 Be capable of scanning manually fed ballots for precinct count voting devices;
2.4.15 Be capable of high capacity scanning of bin-fed ballots for central count devices;
2.4.16 Be capable of scanning a one-sided ballot, a two-sided ballot, and multiple card ballots;
2.4.17 Be capable of scanning multiple sized ballots;
2.4.18 Be capable of scanning ballots that are 18” or greater;
2.4.19 Have a removable memory device on which the ballots cast are recorded and counted;
2.4.20 Include a removable storage container with locked compartments that:
   2.4.20.1 Can hold ballots that are at least 18” in size;
   2.4.20.2 Provide for the secure storage of scanned ballots cast at polling places;
   2.4.20.3 Provide separate, secure storage for scanned ballots with write-in votes; and
   2.4.20.4 Provide a separate, secure storage container for voted ballots that could not be scanned by the voting device (i.e. should the voting device become inoperable). These voted ballots must be secured until the polls close, at which time, they are manually fed into the optical scan device;
2.4.21 Be designed to prevent modification of or unauthorized access to voted ballots after they have been cast;
2.4.22 Include a visible counter showing the number of ballots cast since the election was opened on that voting device (e.g., public counter);
2.4.23 Operate on backup battery power for a minimum of three hours after interruption of electrical power;
2.4.24 Include a display to provide real-time information (e.g., instructions and error messages);
2.4.25 Use simple, easy-to-understand wording in all displayed information;
2.4.26 Be capable of recognizing a ballot with an overvote, undervote, or other error, providing a message concerning the error, returning the ballot with the error, and providing the poll worker the ability to manually override the message and count the ballot;
2.4.27 Be capable of receiving data from the voting system’s EMS;
2.4.28 Be capable of extracting data from the memory devices to the voting system’s EMS, including the automatic transmission through a medium chosen by SBE;
2.4.29 Retain a record of all ballots cast prior to any failure of a voting device;
2.4.30 Prevent the loading of firmware while the voting device is in election mode;
2.4.31 Have a removable paper roll for printing reports;
2.4.32 Print reports that will not fade, smear, or otherwise degrade and obscure or obliterate the report over time;
2.4.33 Print reports that include the following information:
  2.4.33.1 Type of election (e.g., 2008 Presidential General Election);
  2.4.33.2 Date of election;
  2.4.33.3 The words “State of Maryland” and the name of the county;
  2.4.33.4 Date and time the report was printed. The date and time shall be generated from the voting device’s internal clock;
  2.4.33.5 Version of firmware;
  2.4.33.6 Type of canvass (e.g., precinct, early voting, absentee, or provisional);
  2.4.33.7 Precinct identifier (e.g., district/ward and precinct number or physical location of precinct);
  2.4.33.8 Serial number of voting device;
  2.4.33.9 Be capable allowing the user to specify whether reports are printed with candidate names and issues in an alpha-numeric format by descending vote totals or as the candidates and issues appeared on the ballot; and
  2.4.33.10 Be capable of printing a report generated from the memory device showing the number of ballots cast for an election (e.g., zero report and totals report).
2.4.34 Include a storage container for the optical scan voting device.

2.5 **ELECTION MANAGEMENT SYSTEM (EMS)-- REQUIREMENTS**

The proposed voting system’s EMS shall:
2.5.1 Include all software required to perform all processes from initial election setup through tabulation of results to reporting of canvass results;
2.5.2 Include all hardware (servers) to operate all required software;
2.5.3 Include printers capable of printing reports and sample/facsimile ballots on different on different page sizes, minimum of 18"
2.5.4 Be capable of replicating, in real-time or near-real-time, data between the primary server and back-up server;
2.5.5 Be capable of maintaining and managing more than one election specific database (for example, a Presidential election and a municipal election);
2.5.6 Be capable of inputting election set-up data through both manual entry and electronic data transfer;
2.5.7 Be capable of receiving each of the following data elements if data is transferred electronically:
  2.5.7.1 Candidate name to appear on the ballot;
  2.5.7.2 Candidate name to appear on reports;
  2.5.7.3 Candidate sequence;
  2.5.7.4 County of residence where applicable or, for President and Vice President, the State of residence;
  2.5.7.5 Text of ballot issues and voting option language;
  2.5.7.6 Name of authorizing presidential candidate for a nominee for party convention delegate;
  2.5.7.7 Office name;
  2.5.7.8 Maximum number of votes for each office and the corresponding instruction language;
2.5.7.9 Party affiliation(s) of candidate;
2.5.7.10 Ballot style indicator;
2.5.7.11 Polling place names and addresses;
2.5.7.12 Election districts/wards and precinct numbers;
2.5.7.13 Political party names and sequence;
2.5.7.14 Voter registration by precinct; and
2.5.7.15 Voter registration by party.

2.5.8 Be capable of creating and defining SBE-approved ballot styles and voting methods;
2.5.9 Be capable of generating ballot and specimen ballot artwork;
2.5.10 Limit the amount of duplication of data entry once election set-up data is entered or transferred;
2.5.11 Accommodate non-destructive electronic updates to the data listed in § 2.5.7 of this solicitation;
2.5.12 Be capable of exporting electronically, in an agreed upon format, the following data. This data is to be tabulated with the election results from the DRE (touch screen) EMS to allow LBEs to produce precinct level results:
   2.5.12.1 Candidate sequence;
   2.5.12.2 Ballot issue title and/or number;
   2.5.12.3 Office Name and District (if applicable); a
   2.5.12.4 Number of votes for (including ballot issues);
   2.5.12.5 Number of votes against where applicable (including ballot issues);
   2.5.12.6 Votes for candidates and/or issues by district where applicable (by legislative, congressional or election district);
   2.5.12.7 Number of people voting (by party affiliation, where applicable);
   2.5.12.8 Number of registered voters at the precinct level by party affiliation; and
   2.5.12.9 Type of canvass (e.g. precinct, early voting, absentee or provisional).
2.5.13 Have a vote tabulation and reporting component capable of printing reports that include the following information:
   2.5.13.1 Type of election (e.g., 2008 Presidential General Election)
   2.5.13.2 Date of election;
   2.5.13.3 The words “State of Maryland” and the name of the county;
   2.5.13.4 Date and time the report was printed (the date and time must be generated from the EMS internal clock);
   2.5.13.5 Type of canvass (e.g., precinct, early voting, absentee or provisional);
   2.5.13.6 Precinct identifier (e.g. district/ward and precinct number or physical location of the precinct);
   2.5.13.7 Identify report as unofficial or official as needed during an election cycle; and
   2.5.13.8 Candidate names and issues in a alpha-numeric format by descending vote totals and/or in the order the candidates appear on the ballot.
2.5.14 Reporting the number of undervotes and overvotes in a contest;
2.5.15 Tabulating and printing results for individual canvasses and integrating results from some or all canvasses into cumulative results;
2.5.16 Storing results from each absentee and provisional canvass as separate precincts;
2.5.17 Allowing the entry of write-in candidate names and recording of the write-in votes;
2.5.18 Reporting write-in candidates votes separately or included in the standard and customized reports;
2.5.19 Reporting election results by:
   2.5.19.1 Precinct or precinct splits;
   2.5.19.2 Congressional, legislative, council/commissioner district, or school board district;
   2.5.19.3 Partisan and on-partisan ballots cast; and
   2.5.19.4 Political party.
2.5.20 Cumulating and reporting elections results by each county and statewide;
2.5.21 Allowing custom designed reports from election data;
2.5.22 On election night, without disruptions or other functions, producing periodic reports of
precincts reporting, not reporting and partially reporting;
2.5.23 Re-loading of results for a precinct previously reports;
2.5.24 Producing election results and other reports in a manner that allows for easy copying on
standard size paper or electronic distribution;
2.5.25 Providing for the storage and export of results in widely used data formats (e.g., Access
(\*.mdb), Excel (\*.xls), pdf, ASCII, html, CSV, txt and xml);
2.5.26 Providing for the display or real time results in a location other than where the EMS is
located;
2.5.27 Be capable of saving an election database onto different storage media (e.g. compact disk,
flash drive, SD cards) for archival purposes; and
2.5.28 Be capable for receiving data extracted from the memory devices from the precinct, vote
center, regional collection center or LBE office.

2.6 AUDIT AND SECURITY REQUIREMENTS

2.6.1 The Offeror shall comply with and adhere to the current version and any future updates
and versions of the State IT security policy and standards
(http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx) as well as security
requirements established by SBE (Attachment P), including those resulting from periodic
security assessments conducted by SBE or its agent.

2.6.2 The proposed voting system equipment shall:
2.6.2.1 Create and maintain an audit log for each component of the voting system;
2.6.2.2 Provide an audit log that includes, at a minimum, the following information:
   2.6.2.2.1 Date and time of an event captured by the audit log;
   2.6.2.2.2 Record of options entered by the user;
   2.6.2.2.3 Record of actions performed on the software;
   2.6.2.2.4 Record of all tabulation and consolidation input.

2.6.2 The proposed EMS shall:
2.6.2.1 Provide that all transmitted data is sufficiently encrypted;
2.6.2.2 Provide that EMS users do not require administrative access to the servers’
   operating system for normal operations;
2.6.2.3 Not be required to be connected to the Internet or any external data network, with
   the sole exception of a temporary connection for receiving election results
2.6.2.4 Require unique user credentials, at minimum a unique username and password,
   for logging on to the system; and
2.6.2.5 Provide SBE with the ability to manage the credentials of all system users.

2.7 SOURCE CODE REQUIREMENTS

2.7.1 The Offeror shall, at no additional cost to the State:
2.7.1.1 Have an escrow agreement with an SBE approved escrow agent that lasts the
duration of the contract and any extended warranty options;
2.7.1.2 Within 30 days of receipt of the Notice to Proceed and whenever a subsequent
   version is certified for use in Maryland, deliver to the escrow agent the source
code escrow package;
2.7.1.3 Submit to the National Institute of Standards and Technology’s National Software Reference Library file-identifying information that can be used to uniquely identify Maryland's voting system software files; and

2.7.1.4 Give written authorization to the ITA that tested the voting system to provide SBE with full access to “final build,” records, and test results.

2.7.2 The source code escrow shall:

2.7.2.1 Include all necessary and available information;

2.7.2.2 Proprietary information;

2.7.2.3 Technical documentation to enable SBE to create, maintain and/or modify the source code without the aid of the Offeror or any other person or reference to any other materials; and

2.7.2.4 Maintenance tools (test programs and program specifications);

2.7.2.5 Proprietary or third-party systems utilities (compiler and assembler descriptions);

2.7.2.6 Description of the system/program generation; and

2.7.2.7 Descriptions and locations of programs not owned by the Offeror but required for its use and support.

2.7.3 The escrow agreement shall:

2.7.3.1 Require Offeror to provide the escrow agent with the software source code for the voting system in a minimum of two formats (one human readable and one machine readable);

2.7.3.2 Require the Offeror to provide the escrow agent with the source code escrow package;

2.7.3.3 Require the escrow agent to provide, within seven days of a request from SBE, access to all escrowed source code for review, testing or validation against installed versions;

2.7.3.4 Require the escrow agent to provide, within seven days of a source code delivery event and at no cost to the State, SBE with:

2.7.3.4.1 Full access to the source code and unlimited rights to continue using and supporting the software; and

2.7.3.4.2 The source code escrow package on computer optical media.

2.7.3.5 Define “source code delivery event” to mean that the Offeror has:

2.7.3.5.1 Become insolvent;

2.7.3.5.2 Made a general assignment for the benefit of creditors;

2.7.3.5.3 Filed a voluntary petition of bankruptcy;

2.7.3.5.4 Suffered or permitted the appointment of a receiver for its business or assets;

2.7.3.5.5 Became subject to any proceeding of bankruptcy or insolvency law, whether foreign or domestic;

2.7.3.5.6 Discontinued support of the voting system or failed to support the voting system in accordance with this contract;

2.7.3.5.7 At SBE’s determination, been unable or failed to correct material error(s) in the source code for any reason or otherwise to carry out, in any material respect, the maintenance or support obligations set forth in this solicitation; and

2.7.3.5.8 Been terminated for default.

2.7.3.6 As a result of a source code delivery event, grant SBE the right to use the source code escrow package.

2.7.3.7 The Offeror shall provide SBE’s designated agent with copies of all of the Offeror’s compiled voting system software necessary to operate the voting system.

2.7.3.8 The Offeror shall, at the request of SBE:
2.7.3.8.1 Make source code available to third party vendors within ten business days of SBE's request for purposes of independent testing, systems integration, or other purposes deemed necessary by SBE;

2.7.3.8.2 Provide, within 10 business days of SBE’s request, hardware, software, and software interface documentation to third party vendors tasked with developing and testing the interfaces between the voting system and other SBE systems; and

2.7.3.8.3 Permit third party vendors to participate in discussions with the Offeror's development team as necessary to resolve issues.

2.8 WARRANTY, SOFTWARE / FIRMWARE LICENSES AND MODIFICATIONS REQUIREMENTS

2.8.1 Warranty
The Offeror shall provide a warranty on the entire voting system for a minimum of four years from date that SBE issues a notice of final acceptance of all equipment purchased as a result of this solicitation. During this time, the Offeror warrants that:

2.8.1.1 The voting system shall operate in accordance with the specifications provided in this RFP;

2.8.1.2 Third party components shall operate in accordance with their own specifications and documentation in all material respects;

2.8.1.3 The Offeror shall at SBE’s option and at no direct or indirect cost, repair or replace any components of the voting system which, while under normal use and service:
  2.8.1.3.1 Fail to perform in accordance with its documentation in material respects; or
  2.8.1.3.2 Is defective in material or workmanship.

2.8.1.4 The Offeror shall repair or replace and keep current, at no direct or indirect cost, any third party components of the voting system;

2.8.1.5 Replacements shall be either new or refurbished parts or equipment, provided that the existing parts or equipment perform like new with the refurbished parts or equipment;

2.8.1.6 Replacements shall be from the Offeror's stock and not the stock of SBE or any LBE;

2.8.1.7 Option for Extended Warranty – The Offeror shall:
  2.8.1.7.1 Provide for a two-year option for SBE to purchase an extended warranty on the voting system under the same terms and conditions of the initial warranty; and
  2.8.1.7.2 Provide that the extended warranty begins the day following the expiration of the warranty in effect at that time and expires two years later

2.8.2 Software/Firmware Licenses
The Offeror shall:

2.8.2.1 Provide SBE a perpetual and unlimited license for the use of the voting system software and firmware; and

2.8.2.2 Provide at no direct or indirect cost, new releases of the voting system software and firmware.

2.8.3 Software Modifications
The Offeror shall:
2.8.3.1 Whenever practical include software modifications submitted by SBE in planned releases;
2.8.3.2 Within 60 days of receiving a request for modification from jurisdictions outside the State, notify SBE of the requested modifications; and
2.8.3.3 At the time of submission to the EAC, submit to SBE a document describing the modifications submitted to the EAC for certification.

2.9 THIRD PARTY RELATIONSHIPS AND COMPONENTS
With regard to Third Party Components – SBE acknowledges that:
2.9.1 The Offeror has purchased third party components for resale, rental and sub-lease to SBE and that the proprietary and intellectual property rights to the third party components are owned by parties other than the Offeror; and
2.9.2 Except for the payment to the Offeror, all of SBE’s rights and obligations with respect to a third party component are governed by the agreement between that third party and SBE.

2.10 DELIVERY AND ACCEPTANCE REQUIREMENTS
2.10.1 Delivery Terms--In purchase orders and other documents specifying delivery terms, SBE may specify:
2.10.1.1 “Inside Delivery” meaning the Offeror shall deliver equipment to a specified room on a particular floor of the identified entity’s building
2.10.1.2 “Inside Delivery and Non-Installed Equipment” meaning the Offeror shall deliver equipment to the inside delivery location but is not responsible for unpacking or installing the equipment; or
2.10.1.3 “Inside Delivery and Installed Equipment” meaning the Offeror shall deliver equipment to the inside delivery location and is responsible for the delivery, any short-term storage, receipt, unloading, unpacking, inspection, assembly, installation of the equipment, cleaning, adjustment, and prompt removal and disposal of all debris generated from the delivery.
2.10.2 Delivery of Optical Scan Voting System Equipment
The Offeror shall:
2.10.2.1 Ship equipment F.O.B. destination, freight prepaid and allowed, to locations as specified in the purchase order;
2.10.2.2 Deliver equipment in accordance with the terms in the purchase order or other documents specifying delivery terms; and
2.10.2.3 If no elevator is available, deliver the equipment to the ground floor;
2.10.2.4 With the equipment, include a list of serial numbers of the equipment being delivered; and
2.10.2.5 Within 24 hours of delivering equipment, submit to SBE an electronic list of the serial numbers of the equipment delivered
2.10.3 Acceptance of Equipment
Prior to acceptance of equipment delivered by the Offeror, the equipment shall pass the acceptance test requirements of COMAR 33.09.05.12 (Attachment O).
2.10.4 Unaccepted Equipment
2.10.4.1 The Offeror agrees that SBE will not accept any equipment that fails to meet the acceptance testing requirements; and
2.10.4.2 The Offeror shall bear all costs associated with the delivery and return of any equipment that fails to meet the acceptance testing requirements.
2.11 RESEARCH AND DEVELOPMENT
The Offeror shall ensure that that continued research and development is conducted on the proposed optical scan voting system so that all necessary improvements are made in order to broaden the accessibility to all voters, particularly voters with disabilities, and provide a semi-annual report to SBE on such research and development.

2.12 INSURANCE REQUIREMENTS
The Offeror shall:

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

2.12.2 Maintain the following insurance policies:
   2.12.2.1 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;
   2.12.2.2 Property and casualty insurance sufficient to replace, at the then current value, any hardware, software, firmware, or other component covered by this RFP which is destroyed, damaged, lost, or stolen while in the custody of the Offeror, its agents, servants, employees, or subcontractors; and
   2.12.2.3 Name SBE as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage.

2.12.3 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.

2.13 SCHEDULE OF DELIVERABLES
2.13.1 The Offeror is responsible for meeting:
   2.13.1.1 Deliverable requirements established in this solicitation;
   2.13.1.2 Implementation phase deliverable requirements as established in Attachment Q, Implementation Schedule of Deliverables; and
   2.13.1.3 Operations and maintenance phase deliverable requirements as established in Attachment Q (which shall be incorporated into the Offeror’s Project Management Plan schedule).

2.13.2 There may be time of day or day of the week requirements or restrictions placed upon Offeror’s performance as it relates to delivery of required equipment or services in certain jurisdictions.

2.13.3 The quantities of equipment are subject to change. The final quantities will be specified by SBE in its purchase order(s).

2.14 TERMINATION AND DAMAGES
2.14.1 Material failure of the Offeror to meet the obligations established in this contract is sufficient cause the State to terminate the contract. In this event, the State requires the Offeror to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek consequential damages.
2.14.2 The Offeror shall be liable for damages caused by failure to satisfactorily meet the obligations established in this contract. Damages may include the cost of independent experts needed to diagnose problems and oversee mitigations and any other associated costs.

2.14.3 The Offeror shall be liable for damages caused by failure to deliver equipment as established in the contract. Damages may include cost associated with the late delivery of equipment.

2.14.4 The Offeror shall be liable for damages caused by failure to repair equipment as established in the contract. Damages may include cost associated with the lease or purchase of any additional equipment required.

2.14.5 The Offeror shall be liable for damages caused by failure rates in excess of acceptable limits established in the contract. Damages may include cost associated with the implementation of any contingency means necessary to conduct an election or costs related to any legal action that is a result of excessive failure rates of the Offeror’s equipment.

2.14.6 If the Offeror submits documentation that does not meet the requirements in § 2.10 and is deemed unaccepted by SBE, the Offeror shall be liable for any damages incurred due to the unaccepted deliverable.

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

2.15 PROJECT MANAGEMENT REQUIREMENTS

2.15.1 The Offeror shall be responsible for providing specific services and general assistance with needed services for maintaining, supporting, and conducting elections using the optical scan voting system by providing the following:

2.15.1.1 A full time, In-State Project Resource who can serve as both a technical resource for the voting system implementation and a liaison for the Offeror in Maryland; and

2.15.1.2 Periodic part-time technical resources necessary to perform or assistance in the performance of certain tasks, including individuals with:

2.15.1.2.1 Ballot programming expertise;
2.15.1.2.2 Election management system and server expertise; and
2.15.1.2.3 Other subject matter experts;
2.15.1.2.4 Training for SBE and LBE personnel; and
2.15.1.2.5 Documentation for all hardware and software proposed.

2.15.2 In-State Project Resource Duties and Responsibilities

2.15.2.1 Serve as SBE’s principal point of contact for the Offeror;
2.15.2.2 Maintain overall responsibility for contract performance, including:

2.15.2.2.1 Timely delivery of equipment;
2.15.2.2.2 Ensuring necessary part-time technical resources are timely provided and are adequate to meet the requested need;
2.15.2.2.3 Ensuring the quality of services provided;
2.15.2.2.4 Managing subcontractors; and
2.15.2.2.5 Communicating product, advisories, updates, or other information from the Offeror;
2.15.2.3 Organize, direct, and coordinate the planning and execution of all required activities;

2.15.2.4 Communicate technical information about the voting system and its proper use;

2.15.2.5 Actively participate with SBE and other vendors in the completion of all tasks necessary for the implementation of the voting system and tasks necessary for a successful 2010 Gubernatorial Election;

2.15.2.6 Contract Management

The Offeror’s Project Resource shall:

2.15.2.6.1 Attend meetings on a weekly basis throughout the performance of the contract. The Project Resource and SBE Contract Manager will determine the schedule and content of these meetings jointly.

2.15.2.6.2 Submit to the SBE Project Manager, in approved SBE format, weekly status report showing activities that are complete, in progress, and expected to begin in the following reporting period. The weekly status report shall include but is not limited to:
- Issues needing resolution to remain on schedule;
- Percentage of task completion;
- 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.

2.15.2.7 Capabilities and Education

The Offeror’s Project Resource shall:

2.15.2.7.1 Demonstrate excellent writing and oral communication skills as well as skills in those technical areas involved in meeting the assigned duties;

2.15.2.7.2 Have full authority for negotiating and making binding decisions for the Offeror;

2.15.2.7.3 Have full authority to commit the Offeror and its assets to the project;

2.15.2.7.4 Have experience and demonstrated capabilities in implementing and managing voting system projects;

2.15.2.7.5 Adhere to high ethical standards;

2.15.2.7.6 Have 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);

2.15.2.7.7 Have experience in implementing and working with the Offeror’s voting systems; and

2.15.2.7.8 Have experience and proven ability to manage the expectations of diverse stakeholders and stakeholder groups.

2.15.3 Part-time Technical Resources

The Offeror shall provide part-time technical resources as needed and in time to support SBE’s project schedule or other emergent needs:

2.15.3.1 Anticipated part-time technical resources include:

2.15.3.1.1 An individual with expertise in all facets of programming and designing ballots to be used with the Offeror’s voting system;

2.15.3.1.2 An individual with expertise in all facets of the set-up and use of the Offeror’s optical scan devices, election management system, and other peripheral equipment and supplies;

2.15.3.1.3 An individual with expertise on training election officials on the use of the Offeror’s voting system; and
2.15.3.1.4 An individual with technical writing expertise in order to customize the Offeror’s materials and information for use in Maryland.

2.16 TRAINING

2.16.1 The Offeror shall provide training for SBE staff, local election directors and at least three of their staff, and other individuals designated by SBE. The training shall prepare attendees to effectively use the voting system and train election judges on how to properly use the voting system during early voting and on Election Day.

2.16.2 The Offeror shall provide a minimum of 8 hours of instruction. The training shall be conducted at six (6) different geographic locations around the State approved by SBE. Training shall be hands-on and include voting devices for class participation.

2.16.3 The Offeror shall provide training for SBE staff, at election office IT technicians (at least two per county), and other individuals designated by SBE. The training shall provide in-depth information on how to set-up, maintain, program, test and conduct other administrative functions on the voting system. The Offeror shall provide a minimum of 16 hours of instruction. The training shall be conducted at six diverse geographic locations around the State.

2.16.4 The Offeror shall provide comprehensive training to SBE and LBEs on all voting system functionality, including:

- 2.16.4.1 Hardware, software, and firmware (e.g. voting system’s EMS and central count voting device) used at SBE and LBEs;
- 2.16.4.2 Preparing precinct count voting devices and electronic ballot marking devices for use;
- 2.16.4.3 Polling place requirements and recommended set-up;
- 2.16.4.4 Electronic transmission of electronic results;
- 2.16.4.5 Tabulating results;
- 2.16.4.6 Methods of ensuring the accuracy of election results;
- 2.16.4.7 Audit procedures;
- 2.16.4.8 Conducting a recount
- 2.16.4.9 How to preserve voting system records;
- 2.16.4.10 Printing, designing, and reformatting election reports;
- 2.16.4.11 Common issues encountered by all users;
- 2.16.4.12 Safeguards to prevent tampering or theft.

2.16.5 The Offeror shall:

- 2.16.5.1 Provide assistance with pre-election training of poll workers throughout the duration of the contract; and
- 2.16.5.2 As requested by SBE, perform quality assurance audits on the required trainings and provide SBE written reports on the results of the audit.

2.17 DOCUMENTATION DELIVERABLES

2.17.1 As described in Attachment R—Documentation and Plans, the Offeror shall provide content and/or actual documentation and plans to SBE within the required timeframes to be determined and agreed upon by SBE and the Offeror:

- 2.17.1.1 Project Management Plan
- 2.17.1.2 Hardware, software and firmware documentation;
2.17.1.3 Users’ Manual;
2.17.1.4 Repair Plan;
2.17.1.5 Acceptance and Testing Plan;
2.17.1.6 Power Management Plan;

2.17.2 Documentation Quality
2.17.2.1 All plans and documentation submitted by the Offeror shall be:
2.17.2.2 Accurate, complete, and grammatically correct, without spelling errors;
2.17.2.3 Concise, logically set out, and easily understood by the intended user;
2.17.2.4 Written using Maryland elections terminology and reflecting knowledge of Maryland election administration procedures;
2.17.2.5 Where appropriate, written using illustrations, screenshots, and other visual aids;
2.17.2.6 Where appropriate, written in a manner that is consistent both in style and formatting with documentation currently maintained and used by SBE.

2.18 HELP DESK REQUIREMENTS
The Offeror shall:
2.18.1 Provide technical ongoing support through the use of a help desk that:
2.18.1.1 Is available from 8:00 a.m. until 5:00 p.m. (local time), Monday through Friday (5 days per week) unless it is six weeks prior to an election, in which case is available from 7:00 a.m. through 8:00 p.m. local time Sunday through Saturday (7 days per week).
2.18.1.2 Provides staff that has technical knowledge of the voting system equipment and operations in use in Maryland as well as knowledge of the State voting procedures, policies, and regulations to respond to technical equipment issues as well as questions related to voting system devices (equipment);
2.18.1.3 Provides a call tracking and reporting mechanism that records issues and questions submitted by all clients (i.e. other jurisdictions outside Maryland) and disseminates resolutions to all clients as necessary;
2.18.1.4 On Election Day – In addition to the help desk services described above, on Election Day, the Offeror shall provide a help desk that:
2.18.1.5 Exclusively serves the State of Maryland and its local jurisdictions;
2.18.1.6 Is available from 5:00 a.m. local time until 5 hours after the close of polls; and
2.18.1.7 Provides a call tracking and reporting mechanism in a format approved by SBE.

2.19 OUTREACH AND EDUCATION REQUIREMENTS
The Offeror shall provide:
2.19.1 Information in support of voter outreach and education materials; and
2.19.2 Any other existing materials used by the Offeror to educate and inform voters of the Offeror’s optical scan voting equipment.

2.20 BALLOT DESIGN REQUIREMENTS
2.20.1 The proposed optical scan voting equipment shall be capable of producing and using a ballot that meets the criteria established under the Subtitle 9 of the Election Law Article, including:
2.20.1.1 Being easily understandable by voters;
2.20.1.2 Presenting all candidates and questions in a fair and nondiscriminatory manner;
2.20.1.3 Permitting the voter to easily record a vote on questions and on the voter’s choices among candidates;
2.20.1.4 Protecting the secrecy of each voter’s choices;
2.20.1.5 Facilitating the accurate tabulation of the choices of the voters;
2.20.1.6 Being as uniform as possible; and
2.20.1.7 Containing the following:
   2.20.1.7.1 A heading area capable of having eleven lines of text;
   2.20.1.7.2 Ballot question information as specified in Section 7-103 of the Election Law Article;
   2.20.1.7.3 The title of each office to be voted on;
   2.20.1.7.4 The names of candidates as specified by SBE;
   2.20.1.7.5 A candidate party designation where applicable;
   2.20.1.7.6 Sufficient space for a voter to cast as many write-in votes as the voter is entitled to select for office;
   2.20.1.7.7 Instructions to voters; and
   2.20.1.7.8 A ballot style indicator when applicable.

2.20.2 The Offeror shall:
   2.20.2.1 Provide a ballot design specialist during the designated periods of time prior to each election to assist with ballot design work on the voting system’s EMS server located at SBE;
   2.20.2.2 Support LBEs with preparation of ballots for certain local elections where SBE is not designing and certifying ballots; and
   2.20.2.3 Provide an electronic version of official and specimen ballots formatted for 8.5” x 11” paper;
   2.20.2.4 Provide a ballot with federal only contests that can be printed on paper at least 18” and formatted for 8.5” x 11” paper.

2.20.3 The Offeror shall provide in its proposal all ballot requirements, to include but not to be limited to paper content, thickness, weight, etc.

2.21 TRANSPORTATION REQUIREMENTS

The Offeror is responsible for:
   2.21.1 Delivery of equipment purchased as a result of this solicitation from the Offeror to a SBE designated central warehouse; and
   2.21.2 Providing input on requirements related to transporting the Offeror’s voting equipment.

2.22 REQUIREMENTS FOR DELIVERY AND ACCEPTANCE OF SERVICES

2.22.1 For service related deliverables (e.g., deliverables that are not equipment or documents as defined in this contract), the Offeror shall, within five business days after the completion of the required service, submit to SBE’s Contract Manager or designee a deliverable report that includes:
   2.22.1.1 Summary of how the services were provided;
   2.22.1.2 Time sheets of employees who provided the services;
   2.22.1.3 Copy of any invoice the Offeror received from a subcontractor delivering a service; and
   2.22.1.4 The date of completion of the service.

2.22.2 Acceptance of Deliverables
2.22.2.1 Give SBE 20 business days to review and approve each deliverable report; and
2.22.2.2 Provide any additional information necessary for SBE to give approval of the
deliverable report.
2.22.2.3 Unaccepted Deliverables

2.22.3 In general, the Offeror shall:
2.22.3.1 Be responsible for meeting all deadlines established in the Project Management
Plan developed by the Offeror;
2.22.3.2 Make corrections or modifications to a deliverable if SBE's Contract Manager
determines that corrections or modifications are necessary;
2.22.3.3 Not unreasonably withhold such corrections or modifications;
2.22.3.4 Agrees that SBE may employ all reasonable means to ensure that the work is
progressing and being performed in compliance with the contract; and
2.22.3.5 Agree that SBE may subject the Offeror's work to inspection, evaluation, and
approval.

2.22.4 Delivery and Acceptance of Documentation
The Offeror shall deliver to SBE's Contract Manager or designee one hardcopy and one
electronic copy of each required document listed in

2.22.5 Acceptance of Documents
The Offeror shall provide SBE a minimum of 20 business days to review each document
required under this contract.

2.22.6 Unaccepted Documents
The Offeror agrees that SBE will not accept any document if SBE determines that it (the
document) does not meet the requirements established in §.

2.22.7 Unaccepted Services
The Offeror agrees that SBE will not accept services if SBE determines that the services
rendered do not meet the requirements of the project management plan or any other plan
specifying the delivery of services.

2.23 DATA RETENTION AND RECORDS ARCHIVING
The Contractor is responsible for retaining data and records related to this contract as
described in Attachment V – DGS Records Management Division Records Retention and
Disposal Schedule.
SECTION 3: PROPOSAL FORMAT

3.1 TWO-PART SUBMISSION

Offerors shall submit proposals in separate volumes:

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

3.2 PROPOSAL STRUCTURE AND COPIES

Volume I – Technical Proposal shall be prepared and sealed separately from Volume II – Financial Proposal. An unbound original, so identified, and five (4) copies of each volume are to be prepared. An electronic version of both the Volume I – Technical proposal in MS Word format and the Volume II – Financial proposal in MS Excel format shall also be prepared with the unbound originals technical and financial volumes as appropriate. The electronic media is to be submitted on a CD or DVD and shall be identical to the paper copies prepared.

3.3 PACKAGING, LABELING AND SUBMISSION INSTRUCTIONS

Each Offeror is required to submit a separate sealed package for each “Volume” which is to be labeled Volume 1 – Technical Proposal and Volume II – Financial Proposal. The two sealed packages shall be submitted simultaneously to the Procurement Officer (address listed on the Key Information Summary). Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and closing date and time for receipt of proposals. The electronic media inside each package shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

All pages of both proposals shall be consecutively numbered from beginning (page 1) to end (page XX).

3.4 VOLUME I – TECHNICAL PROPOSAL

3.4.1 Volume I – Technical Proposal -- shall include:

3.4.1.1 A proposal transmittal form (Attachment S) must accompany the technical proposal. The purpose of this form is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal form shall be brief, concise and accurate and be signed by the individual authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and should be placed with the “unbound original” technical proposal.

3.4.1.2 Title Page and Table of Contents

3.4.1.3 Consecutively numbered pages.

3.4.1.4 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 it’s 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.

3.4.1.5 Executive Summary that communicates the Offeror’s understanding of the State’s solicitation.

3.4.1.5.1 List of any exceptions the Offeror has taken to the requirements of this solicitation, contract, or other attachments

3.4.1.5.2 Acknowledgement that any exceptions to the requirements may result in the proposal being deemed unacceptable or not reasonably susceptible for being selected for contract award.

3.4.1.5.3 Requested acknowledgement response to each of the requirements of the solicitation as listed in the RFP.

3.4.1.6 Additional forms required by the State:
- Attachment B1 and B2: MBE Forms
- Attachment D: Bid/Proposal Affidavit
- Attachment H: Living Wage Affidavit
- Attachment J: Mercury Affidavit
- Attachment K: Bid Bond
- Attachment S: Proposal Transmittal Form
- Attachment L: Performance Bond

3.4 COMPANY INFORMATION AND EXPERIENCE

3.4.1 The Offeror shall include in its technical proposal company information that includes:

3.4.1.1 A description of the ownership of the company (e.g. public, partnership, subsidiary) and if a subsidiary, the name of the parent;

3.4.1.2 The date the company was formed;

3.4.1.3 An organizational chart of the company showing all major divisions within the company;

3.4.1.4 Information regarding which division will perform the requirements of this contract;

3.4.1.5 Where the management of this contract will fall within the organizational structure;

3.4.1.6 A description of the corporate resources that will be available to support this contract in both primary and secondary, or back-up roles;

3.4.1.7 Where the Offeror is headquartered;

3.4.1.8 How many full-time employees the Offeror and/or part-time employees that it will make available during peak election periods; and

3.4.1.9 Information about products and production facilities with regard to applicable ISO standards.

3.4.2 The Offeror shall provide information regarding its capability to provide the requested optical scan voting equipment and services that includes:

3.4.2.1 Where the Offeror directly manufactures the entire voting system,
- 3.4.2.1.1 If the Offeror manufactures the optical scan voting system, the number of optical scan voting systems the company produced in the last year; or
- 3.4.2.1.2 If the Offeror does not manufacture the optical scan voting system or a part of the optical scan voting system, the following information:
  - 3.4.2.1.2.1 What components are manufactured by another vendor;
  - 3.4.2.1.2.2 The name and location of the manufacturer; and
3.4.2.1.2.3 The arrangement with the manufacturer to guarantee that orders will continue to be filled in the future.

3.4.2.2 Contingency plans in the event that the manufacturer goes out of business;

3.4.2.3 The number and type of voting systems the Offeror sold in the last year;

3.4.2.4 The number of voting systems the Offeror has in inventory;

3.4.2.5 The availability of spare parts for maintenance and repair of any system the Offeror provides;

3.4.2.6 The number of upgrades or new versions of the optical scan voting system since receiving ITA certification; and

3.4.2.7 Whether the Offeror has received ITA certification for any of these upgrades or new versions.

3.4.3 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 equipment and services offered;

3.4.3.2 The number of years the Offeror has provided equipment and 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;

3.4.3.5 A list of actual elections (not mock or test elections) conducted using the Offeror’s proposed voting system and services, including the date, location, size, and magnitude of those elections; and

3.4.3.6 Information regarding the proposed voting system’s performance in other jurisdictions (e.g., accuracy and error rates, malfunctioning equipment).

3.4.4 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 voting system provided, 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 The Offeror shall provide the following information in its technical proposal for the Offeror, any parent organization, and any subcontractor providing a voting device or electronic ballot marking device:

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.

3.4.5.3 Line of Credit or Dunn and Bradstreet rating.
3.5 **LEGAL OR DE-CERTIFICATION ACTIONS SUMMARY**

Offerors shall provide the following information in its technical proposal:

3.5.1 A brief description of any outstanding legal actions or potential claims against the Offeror, parent organization, or subcontractor providing a voting device, electronic ballot marking device, or EMS;

3.5.2 A brief description of any settled or closed legal actions or claims against the Offeror, parent organization, or subcontractor providing a voting device, electronic ballot marking device, or EMS over the past five years;

3.5.3 Whether, in the last five (5) years, any court has ruled against the Offeror, parent organization, or subcontractor providing a voting device, electronic ballot marking device, or EMS in litigation involving the use of any of its voting system or component, and if so, the specific dates and court locations of such judgments, what the final ruling or determination was from the court, and copies of any court opinions or judgments; and

3.5.4 Whether any voting system sold by the Offeror or parent organization has been decertified by any jurisdiction and if so, the name of jurisdiction, the circumstances surrounding decertification, and whether the voting system was recertified.

3.6 **CONTRACTING AND SUBCONTRACTING**

Offerors shall submit in its technical proposal a list of all potential subcontractors with which the Offeror intends to contract, including, business name, contact person, address, phone, and federal identification number.

3.7 **ECONOMIC BENEFITS FACTORS**

The Offeror shall, in its technical proposal, 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):

3.7.1 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.

3.7.2 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 Offeror has committed at both prime and, if applicable, subcontract levels.

3.7.3 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.

3.7.4 The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

3.7.5 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.
3.8 OPTICAL SCAN VOTING SYSTEM

The Offeror shall provide an acknowledgement that it will meet each of the requirements set forth in Section 2.4 of this RFP and describe:

3.8.1 How the proposed optical scan voting system meets the standards set forth in Section 301 of HAVA;

3.8.2 How the proposed voting system meets the State’s certification established under Section 9-102 of the Election Law Article, including documentation proving that voting system has been:

3.8.3 Examined by an ITA; and

3.8.4 Shown by the ITA to meet the performance standards for electronic voting systems established by the Federal Election Commission or the EAC;

3.8.5 How the proposed optical scan voting system meets the State’s SDLC policies and State IT security policy and standards.

The Offeror shall:

3.8.6 The Offeror shall describe the capability of the voting system to be used with voting methods other than plurality voting. (For example, Instant Runoff or Preferential Voting.) Responses shall include the estimated cost and level of effort to implement an alternative voting method.

3.8.7 List all necessary equipment, including servers, printers, associated hardware, hardware connector cables, and recommended quantities (based on population and precinct breakdowns provided in Attachment T) necessary for Maryland to operate the voting system.

3.8.7 The Offeror shall provide a description of how it has supported the implementation of early voting in other jurisdictions, including the type of equipment (including the use of printers capable of printing ballots for voters at the vote center) and services necessary to support early voting.

3.8.8 Optical Scan Voting System Equipment and Accessories

The Offeror shall, in its technical proposal, provide acknowledgement that it will meet the requirements of § 2.4 of this RFP and detailed description of how those requirements will be met. The Offeror shall also include a description of:

3.8.8.1 The speed at which the manually fed precinct count voting devices scan ballots;

3.8.8.2 The speed at which the bin-fed central count devices scan ballots;

3.8.8.3 The capacity of the bin-fed central count voting devices;

3.8.8.4 If different models of the bin-fed central county equipment are available:

3.8.8.4.1 The speed and capacity of each model; and

3.8.8.4.2 Criteria for assigning different models to different jurisdictions;

3.8.8.5 How software is loaded onto an optical scan voting unit/device;

3.8.8.6 The estimated number of standard reports that can be printed from one removable paper roll;

3.8.8.7 If the voting unit/device uses a removable printer cartridge, the specifications, commercial availability, and recommended replacements of the cartridge;

3.8.8.8 The weight of the voting unit/device, with and without the battery;

3.8.8.9 The physical dimensions of the voting device;

3.8.8.10 The power requirements for the voting device, including the length of the power cord and the type of power connection;

3.8.8.11 For each of the ballot compartments in the precinct count voting device:

3.8.8.11.1 The dimensions of each of the compartments; and
3.8.8.11.2 The capacity of each of the compartments with 11”, 14”, 16”, and 18” ballots.
3.8.8.12 Any storage requirements or recommendations, including physical space, storage container description, and the ability to stack voting devices and charge their batteries while in the storage containers;
3.8.8.13 Maintenance requirements when not in use or prior to, during and following an election;
3.8.8.14 The dimensions of physical space required for the proper use of the voting device during an election;
3.8.8.15 The manufacturer, model and type of battery used for backup purposes and the amount of time the battery will operate the voting device;
3.8.8.16 The manufacturer, model, type and specifications of the memory device used by the voting device, including reliability (such as Mean Time Between Failure);
3.8.8.17 The display capabilities of the voting device including whether it can support multiple languages;
3.8.8.18 The types of ink or pencil the optical scan devices can recognize and the optimal marking devices;
3.8.8.19 The physical dimensions of the voting booth, including weight and portability, and how this booth protects a voter’s privacy while voting;
3.8.8.20 Privacy sleeves for use by voters to transport voted ballots to the optical scan voting device;
3.8.8.21 A ballot transfer case for use by poll workers to return voted ballots after the polls close; and
3.8.8.22 Any carts or other devices used for each transportation of the voting device, including whether such devices include the ability to secure and transport ballots and the ability to transfer the electronic ballot marking device.
3.8.8.23 The availability, functionality and auditability of batch counting and processing of ballots, for all proposed models of optical scanner.
3.8.8.24 How the voting device interprets incorrect or incomplete marks, such as a checkmark or an ‘X’, as well as stray marks on the ballot.

3.8.9 Election Management System (EMS)

The Offeror shall, in its technical proposal, provide acknowledgement that it will meet the requirements of § 2.5 of this RFP and detailed description of how those requirements will be met. The Offeror shall also include a description of:
3.8.9.1 The manufacturer, model, type and specifications for all hardware associated with the voting system’s EMS servers;
3.8.9.2 The manufacturer, model, type and specifications for all recommended printers associated with the voting system’s EMS printers;
3.8.9.3 Other software necessary to meet the requirements of this RFP;
3.8.9.4 Any third party components that are recommended or required to enhance the stability or security of the voting system’s EMS;
3.8.9.5 The number of election specific databases that can be maintained and how they are managed by the voting system’s EMS; and
3.8.9.6 The full range of reporting capabilities of the voting system’s EMS.
3.8.9.7 The full range of exporting capabilities, including all available data formats.

3.8.10 Audit and Security

The Offeror shall, in its technical proposal, provide acknowledgement that it will meet the requirements of § 2.6 of this RFP and detailed description of how those requirements will be met. The Offeror shall also include a description of:
3.8.10.1 The complete set of information that the audit log captures and how that information is retrieved;
3.8.10.2 The specifications of any keys (including whether the keys are universal or unique) and locks that restrict access to the various parts of the voting system; and
3.8.10.3 The specifications of any seals or other tamper evident devices that can be used to restrict access to the various parts of the voting system.

3.8.11 Source Code
3.8.11.1 The Offeror shall provide acknowledgement that it will meet the requirements of § 2.7 of this RFP and a description of how those requirements will be met.
3.8.11.2 The Offeror shall provide a sample escrow agreement that meets the requirements specified in this RFP.

3.8.12 Warranty, Software/Firmware License(s) and Modifications
The Offeror shall, in its technical proposal, provide acknowledgement that it will meet the requirements of § 2.8 of this RFP and detailed description of how those requirements will be met. The Offeror shall also include a description of:
3.8.12.1 A sample warranty agreement;
3.8.12.2 A sample software license;
3.8.12.3 A plan for continuous upgrades to the Offeror’s proposed voting system to keep it current with the VVSG;
3.8.12.4 A summary of the process for requesting software modifications and the Offeror’s process for reviewing, accepting, and implementing the requested modifications; and
3.8.12.5 An analysis of projected technological and elections related changes and how the Offeror’s proposed system can adapt to those changes.

3.8.13 Delivery and Acceptance
The Offeror shall provide acknowledgement that it has will meet the requirements established in § 2.10 of this RFP.

3.8.14 Required Research and Development
The Offeror shall provide acknowledgement that it will meet the requirements established in § 2.11 of this RFP.

3.8.15 Project Management
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.15 of this RFP and a description of how those requirements will be met including:
3.8.15.1 A summary demonstrating the Offeror’s understanding of the PMI’s project management principles and standards;
3.8.15.2 For the Project Coordinator, a resume of the individual the Offeror proposes for the position and a description of why that individual meets the established criteria for that position;
3.8.15.3 For additional personnel and temporary personnel that the Offeror proposes for the:
   3.8.15.3.1 The number of additional full and part-time staff positions;
   3.8.15.3.2 The labor category of each additional staff position;
   3.8.15.3.3 Why the positions are necessary; and
   3.8.15.3.4 The duration of time each position will be required.

3.8.16 Training
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.16 of this RFP and a description of how those requirements will be met including:
3.8.16.1 A description of its training philosophies and methodologies;
3.8.16.2 A description of its prior voting system training efforts for local election officials and poll workers; and
3.8.16.3 Sample materials used for training (e.g. sample curricula, materials, and videos).

3.8.17 Documentation and Deliverables
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.17 of this RFP and a description of how those requirements will be met.

3.8.17 Help Desk
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.18 of this RFP and a description of how those requirements will be met.
3.8.17.1 Any additional helpdesk support available both during election periods as well as non-election periods;
3.8.17.2 Helpdesk operations including any key personnel, helpdesk applications, and processes used to support an election; and
3.8.17.3 Any additional technical support services provided to support election operations.

3.8.18 Voter Outreach and Education
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.19 of this RFP and a description of how those requirements will be met.
3.8.18.1 Sample brochures, videos, and other materials used to educate voters in other jurisdictions about the Offeror's voting system;
3.8.18.2 A description, including specifications, of a voting device designed for demonstration purposes.

3.8.19 Ballot Design
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.20 of this RFP and a description of how those requirements will be met.
3.8.19.1 A list of other jurisdictions for which the Offeror provides ballot printing services and recording services for the audio versions of ballots;
3.8.19.2 Detailed specifications for printed ballots, including paper types, paper color, ink color, and size limitations.

3.8.20 Transportation
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.21 of this RFP and a description of how those requirements will be met.

3.8.21 Delivery and Acceptance
The Offeror shall provide acknowledgement that it will meet the requirements of § 2.22 of this RFP and a description of how those requirements will be met.

3.8.22 Termination and Damages
The Offeror shall provide acknowledgement that it will meet the requirements of § 2. of this RFP and a description of how those requirements will be met.

3.8.23 Best Offer Guarantee
The Offeror shall provide an acknowledgement that it will provide the most favorable cost to SBE as required under § 1.33 of this RFP.

3.9 SUBMISSION OF EQUIPMENT FOR DEMONSTRATION PURPOSES
3.9.1 The Offeror shall be notified at least 7 calendar days in advance of the scheduled date for oral discussions presentations. Offerors will arrange for the delivery of equipment to be used for the presentation with SBE Procurement Officer. The equipment proposed by the Offeror in response to this solicitation as described in this section to be used for presentation/demonstration to evaluators. This equipment shall remain in the custody of SBE for evaluation and testing until a contract award has been recommended.

3.9.2 Offerors shall submit the following equipment:
3.9.2.1 One precinct count and one central count optical scan voting device. The precinct count optical scan voting device shall have two memory cards, programmed for different precincts, and one being a closed primary election and one being a general election;
3.9.2.2 The central count optical scanner shall have two memory cards and be programmed for a closed primary election and a general election. Each election shall have multiple ballot styles;

3.9.2.3 All other equipment, documentation, and supplies, including sample ballots and accessories needed to operate the two optical scan voting devices according to the Offeror’s specifications;

3.9.2.4 One server or computer that simulates the full configuration of the EMS server operations of the Offeror’s proposed EMS, installed together with all other required software; and

3.9.2.5 All other equipment, documentation, and supplies needed to operate the equipment according to the Offeror’s specifications.

3.9.3 The Offeror shall submit the equipment that is identical in all ways to the equipment that it is proposing in its response to this solicitation.

3.9.4 Any unsuccessful Offeror shall, at its expense, remove all equipment submitted for consideration within ten (10) business days of being notified that Offeror will not be recommended for contract award.

### 3.10 STATE CERTIFICATION TESTING

3.10.1 Equipment for State Certification Testing
The Offeror shall provide for its state certification the following equipment for two precincts with different ballot styles:

3.10.1.1 Two precinct count voting devices for each precinct, with two devices programmed for a primary election and two devices programmed for a general election (total of four precinct count voting devices); and all other equipment, documentation, and supplies, including ballots (see Attachment __ for Maryland ballot information) needed to operate the two precincts according to the Offeror’s specifications.

3.10.1.2 Two central count voting devices, with one device programmed for a primary election and one device programmed for a general election (total of two central count voting devices);

3.10.1.3 One server with the Offeror’s EMS installed and other required software; and

3.10.1.4 All other equipment, documentation, and supplies needed to operate the equipment according to the Offeror’s specifications.

3.10.2 The Offeror shall submit the equipment that is identical in all ways to the equipment that it is proposing in its response to this RFP.

3.10.3 An unsuccessful Offeror shall, at its expense, remove all equipment submitted for consideration within ten business days of being notified by the Procurement Officer that the Offeror has not been recommended for contract award.

3.10.4 To initiate the State certification process (Attachment U) for the proposed voting system, the Offeror shall submit with its financial proposal, but in a separate envelope, the following:

3.10.4.1 Application for Certification and the application fee;

3.10.4.2 Technical Data Package (one original and two copies);

3.10.4.3 Business Information Package (one original and two copies); and

3.10.4.4 Required affidavits (one original and two copies).

### 3.11 FINANCIAL PROPOSAL
The Offeror shall propose pricing for all items listed in Attachment T, to include but not be limited to:
3.11.1 Declaration of Confidential Information: Information that is claimed to be confidential is to be identified in the Financial Proposal;
3.11.2 Cost of two-year extended warranty for all system components and software.
3.11.3 Labor rates for all key personnel to be used on this contract;
3.11.4 Other supplies needed to conduct an election;
3.11.5 Voting booth and privacy sleeves;
3.11.6 Storage container for the optical scan voting device;
3.11.7 Carts or other devices for transporting the optical scan voting devices;
3.11.8 Ballot transfer cases;
3.11.9 Tools/pens to mark Optical Scan ballots;
3.11.10 Any and all other supplies available to assist in voting using optical scan units.
SECTION 4: EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 EVALUATION OVERVIEW
Evaluation of proposals will be conducted by a committee organized for the purpose of analyzing the technical and financial components of proposal submissions in response to this solicitation. One contract will be awarded to the Offeror submitting the proposal that is most advantageous to the State for Optical Scan Voting System equipment considering evaluation factors and price set forth below.

4.2 TECHNICAL CRITERIA
The criteria to be applied to each technical proposal are listed in descending order of importance:
- Compliance with EAC/FEC standards and qualification by an ITA;
- Offeror Experience and Capabilities;
- Technical response to RFP requirements. Offeror’s response to requirements of the RFP that illustrates a comprehensive understanding of the federal and state certification criteria. Responses to work requirements such as “acknowledged”, “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate that they understand the requirement and have a plan to meet or exceed it.
- Optical Scan Voting System Equipment Demonstrations
- References
- 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 within stated guidelines on Attachment T —Financial Proposal Worksheet.

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:
A 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.

Accordingly, SBE may hold discussions with all Offerors judged reasonable susceptible of being selected for contract award or potentially so. However, SBE reserves the right to make an award without holding discussions. In either case, of holding discussions or not doing so, 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 step in the process will be an evaluation for technical merit. During this review, oral presentations and discussion may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation, to demonstrate the optical scan voting system proposed, and to participate in discussions within 2-3 weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

4.5.2.2 Offerors must confirm in writing any substantive oral clarification or change 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 qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the procurement Officer may again conduct discussions to further evaluation the Offeror’s entire proposal.

4.5.2.4 When, in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to review their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State reserves the right to make an award without issuing a BAFO if/when it’s determined to be in the State’s best interest.

4.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and demonstrations, the procurement Officer will recommend award of a contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.
## ATTACHMENTS

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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.

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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-2010-02, I affirm the following:

(1) I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30% (percent) and, if specified in the solicitation, sub goals of 7% (percent) for MBEs classified as African American-owned and 10% (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
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.

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone)</th>
<th>Project Description: STATEWIDE OPTICAL SCAN VOTING SYSTEM</th>
</tr>
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<tbody>
<tr>
<td>Project Number: SBE-2010-02</td>
<td>Total Contract percentage</td>
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</table>

List Information For Each Certified MBE Subcontractor On This Project

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<tbody>
<tr>
<td>Work To Be Performed</td>
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<td>Percentage of Total Contract</td>
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</tbody>
</table>

**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

<table>
<thead>
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</table>
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. SBE-2010-02, I state the following:

1. 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.

__________________________________  ___________________________________
Bidder/Offeror Name  By:
______________________________________________________________________
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-2010-02, it and ________________________________, Subcontractor Name 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:  ___________________________________  By:  ________________________________
Name, Title       Name, Title

_______________________________________  ____________________________________
Date        Date
STATE CONTRACT

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-2010-02, 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 equipment, hardware, software, implementation support, and other services for the Statewide Optical Scan Voting System (collectively, the “Equipment”). The equipment 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-2010-02 dated August 3, 2009
Exhibit B – Bid/Proposal Affidavit dated
Exhibit C – Contractor’s Technical Proposal (dated ) and Financial Proposal (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 mange 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 agrees with the Contractor to implement a voting system on the same or similar terms as this 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 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 provide by the Contractor 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 #)
ATTACHMENT D

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:

BID PROPOSAL AFFIDAVIT
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:
Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(ii) 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.

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)
CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. 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 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 Assessment and Taxation is:

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 Comptroller of the Treasury, the
State Department of Assessments and Taxation, and the Employment Security Administration, as applicable,
and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or
acknowledgments contained in that certain Bid/Proposals Affidavit dated_____________________, 2008, and executed by me for the purpose of obtaining the
contract to which this Exhibit is attached remains true and correct in all respects as if made as of the
date of this Contract Affidavit and as if fully set forth herein.
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.

COT/GAD X-10
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.

COT/GAD X-10
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.
LIVING WAGE AFFIDAVIT OF AGREEMENT

Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. SBE-2010-02

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 a Statewide Optical Scan Voting System 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 elections-related 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: __________________________ BEGIN: __________________________
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: __________

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WHEREAS, the CONTRACTOR has been awarded a contract for a Statewide Optical Scan Voting System 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 elections-related information.

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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
certainty, 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.

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masquerarding, or disclosure of the Confidential Information by any of the
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CONTRACTOR shall, at its own expense, cooperate with the State in seeking injunctive or
other equitable relief against any such person(s).

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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
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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
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CONTRACTOR further acknowledges that this Agreement is a statement made in connection
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11. The individual signing below warrants and represents that they are fully authorized to bind the
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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

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 ________________________________ By ________________________________

Attorney-in-Fact Maryland Agent

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

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surety</th>
<th>Obligee</th>
</tr>
</thead>
<tbody>
<tr>
<td>a corporation of the State of ..........</td>
<td>STATE OF MARYLAND</td>
</tr>
<tr>
<td>and authorized to do business in the State of Maryland</td>
<td>By and through the following</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Penal Sum of Bond (express in words and figures)</th>
<th>Date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>................................. 20.....</td>
</tr>
</tbody>
</table>

Description of Contract

Date Bond Executed

Date: ........................................................ 20.....

Contract Number:

Date: ........................................................ 20.....

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

............................................................as to (Name of Co-Partnership)

...............................................................................................(SEAL)

...............................................................................................(SEAL)

...............................................................................................(SEAL)

Corporate Principal

.............................................................(Name of Corporation)

Attest:                                   AFFIX

...............................................................................................CORPORATE President SEAL

...............................................................................................(Surety) AFFIX

Attest: .............................................................(SEAL)

By:.............................................................CORPORATE Signature SEAL

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
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 have minimal to no language, grammar, and
spelling errors
   1.3. Accuracy
       1.3.1. All documentation submitted by the vendor shall have 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 mutual 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. Voting System Equipment Repairs, Modifications, and Upgrades
   3.1. 30 Day repair timeframe
       3.1.1. All repairs for voting equipment must be completed within 30 days
       3.1.2. 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
       3.1.3. A one (1) point deduction will occur for each day each unit is being repaired over 30 days.
   3.2. Modifications and Upgrades
       3.2.1. All modifications required to maintain equipment

4. Project Management
   4.1. Attendance at weekly status meetings with minimal cancellations due to scheduling conflicts
   4.2. SBE Project Manager Satisfaction Survey
       4.2.1. 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.
   4.3. 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

<table>
<thead>
<tr>
<th>AREAS OF EVALUATION</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QUALITY OF DOCUMENTATION</strong></td>
<td></td>
</tr>
<tr>
<td>Meets SBE Style Guide specifications</td>
<td>0: Did not follow guide</td>
</tr>
<tr>
<td>Grammar</td>
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<td>Spelling</td>
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<tr>
<td>Accuracy of information</td>
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</tr>
<tr>
<td>Delivery Time</td>
<td>0: Delivered 2+ days late</td>
</tr>
<tr>
<td><strong>SCHEDULED DELIVERABLES</strong></td>
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</tr>
<tr>
<td>Status Report</td>
<td>0: Delivered 2+ days late</td>
</tr>
<tr>
<td>Individual status report received for all key personnel</td>
<td>0: Delivered 2+ days late</td>
</tr>
<tr>
<td>Complete</td>
<td>0: Incomplete</td>
</tr>
<tr>
<td>Information accurate</td>
<td>0: Major Errors</td>
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<tr>
<td>All time accounted for</td>
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<tr>
<td>Invoices</td>
<td>0: Delivered 2+ days late</td>
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<td>Monthly invoice delivered on time</td>
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<td>Special Service invoice delivered on time</td>
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<td>Invoices are itemized to match cost proposal</td>
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<tr>
<td>Information accurate</td>
<td>0: Major Errors</td>
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<td>Dashboards</td>
<td>0: Delivered 2+ days late</td>
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<td>0: Incomplete</td>
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<tr>
<td>Information accurate</td>
<td>0: Major Errors</td>
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<td><strong>TRAINING</strong></td>
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<td>Quality Survey score (average Score)</td>
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<td>LBE Satisfaction Survey score (average Score)</td>
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<tr>
<td>Training Content Evaluation</td>
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<td><strong>VOTER OUTREACH</strong></td>
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<td>Voter Satisfaction Survey Score (average Score)</td>
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<td>Host Satisfaction Survey Score (average Score)</td>
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<td>Audit Report Score (Actual Score)</td>
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<td><strong>EQUIPMENT REPAIRS</strong></td>
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<td>Total Repair Deductions</td>
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<td>Upgrades are completed within 30 days of upgrade availability</td>
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<td><strong>Project Management</strong></td>
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<td>Attendance at Weekly Status Meeting</td>
<td>0: Never Attend</td>
</tr>
<tr>
<td>SBE Project manager Survey (average Score)</td>
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<tr>
<td>Attendance at Weekly Status Meeting</td>
<td>0: Major Variance w/ no Approval</td>
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## Performance Guarantees

- **TOTAL**
- **Total Assessment Score**: 0%
Election Law Article

§ 9-205. Content.
Each ballot shall contain:
(1) a heading as provided in § 9-206(a) of this subtitle;
(2) a statement of each question that has met all of the qualifications to appear on the ballot;
(3) the title of each office to be voted on;
(4) the name, as specified in the certificate of candidacy, or as otherwise provided in Title 5 of this article, of each candidate who has been certified by the State Board;
(5) a party designation for certain candidates as provided in this subtitle;
(6) a means by which a voter may cast write-in votes, as provided in this subtitle; and
(7) instructions to voters as provided in this subtitle.


(a) Heading.- Except as provided in paragraph (2) of this subsection, a heading shall be printed at the top of the ballot and shall contain, in the following order:
(1) the words "Official Ballot";
(2) the type of election, i.e., regular or special, primary or general, and any other information required to identify the election being held;
(3) the date of the election;
(4) the words "State of Maryland" and the name of the county;
(5) in a primary election, the name of the political party or the words "nonpartisan ballot", as applicable, for which the ballot or a portion of the ballot is to be used; and
(6) if more than one ballot style will be used in the county in the election, the ballot style indicator.
(b) Exception.- The provisions of subsection (a) of this section do not apply to a voting machine ballot if the State Board determines there is insufficient space.

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)
.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 Submissions  

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 evalua-
tion 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 certifi-
cation 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 re-
tained by the State Board for as long as the voting system is mar-
keted 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 qualifi-
cation 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/manufacturer's knowledge, the vendor/manufacturer or any principal in the vendor's/manufacturer'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)
Chapter 04  State Board Certification—Evaluation and Decision

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)
.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;
.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)
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
## VOTING SYSTEM IMPLEMENTATION SCHEDULE OF DELIVERABLES

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable / Milestone</th>
<th>Start Date</th>
<th>Finish Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Secure All Equipment for Certification</td>
<td>12/03/09</td>
<td>12/03/09</td>
</tr>
<tr>
<td>2.</td>
<td>Maryland Certification Testing</td>
<td>12/04/09</td>
<td>12/17/09</td>
</tr>
<tr>
<td>3.</td>
<td>Pilot / Mock Election&lt;sup&gt;2&lt;/sup&gt;</td>
<td>12/18/09</td>
<td>12/24/09</td>
</tr>
<tr>
<td>4.</td>
<td>Voting System Maryland Certified&lt;sup&gt;2&lt;/sup&gt;</td>
<td>12/31/09</td>
<td>12/31/09</td>
</tr>
<tr>
<td>5.</td>
<td>Contract Award&lt;sup&gt;1&lt;/sup&gt;</td>
<td>02/24/10</td>
<td>02/24/10</td>
</tr>
<tr>
<td>6.</td>
<td>Notice to Proceed&lt;sup&gt;2&lt;/sup&gt;</td>
<td>02/26/10</td>
<td>02/26/10</td>
</tr>
<tr>
<td>7.</td>
<td>Voting System Kickoff Meeting</td>
<td>03/04/10</td>
<td>03/04/10</td>
</tr>
<tr>
<td>8.</td>
<td>Voting System Documentation Delivered to SBE</td>
<td>03/09/10</td>
<td>03/09/10</td>
</tr>
<tr>
<td>9.</td>
<td>Initial Project Plan Due to SBE</td>
<td>03/09/10</td>
<td>03/09/10</td>
</tr>
<tr>
<td>10.</td>
<td>Voting System Training Plan Delivered to SBE</td>
<td>03/09/10</td>
<td>03/09/10</td>
</tr>
<tr>
<td>11.</td>
<td>Voting System Training Plan Approval</td>
<td>03/16/10</td>
<td>03/16/10</td>
</tr>
<tr>
<td>12.</td>
<td>Voting System Training for SBE / Local Board / Staff / other Election Resources&lt;sup&gt;2&lt;/sup&gt;</td>
<td>03/17/10</td>
<td>07/20/10</td>
</tr>
<tr>
<td>13.</td>
<td>Voting System Equipment Delivery to State of Maryland</td>
<td>04/28/10</td>
<td>06/28/10</td>
</tr>
<tr>
<td>14.</td>
<td>Voting System Diagnostic and Acceptance Testing&lt;sup&gt;2&lt;/sup&gt;</td>
<td>04/28/10</td>
<td>07/08/10</td>
</tr>
<tr>
<td>15.</td>
<td>Updated Full Project Plan Due to SBE</td>
<td>05/10/10</td>
<td>05/10/10</td>
</tr>
<tr>
<td>16.</td>
<td>Voting System Equipment Delivered to Local Boards</td>
<td>05/10/10</td>
<td>07/20/10</td>
</tr>
<tr>
<td>17.</td>
<td>Voting System Implementation at Local Boards</td>
<td>05/13/10</td>
<td>07/23/10</td>
</tr>
<tr>
<td>18.</td>
<td>SBE Preliminary Signoff of Voting System</td>
<td>07/28/10</td>
<td>07/28/10</td>
</tr>
</tbody>
</table>

<sup>1</sup> Date is directly associated with the to be determined Maryland Board of Public Works meeting schedule.

<sup>2</sup> Certain components are the primary responsibility of the contractor while others are the responsibility of SBE with the full support of the Contractor.
OPTICAL SCAN VOTING SYSTEM DOCUMENTATION AND PLANS

I. 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, upon request, 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 3 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 the RFP Section 2.15.2.6 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.
      iv. All versions of the project plan shall follow the PMI's project management method 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;
         ▪ Project deliverables;
         ▪ 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. Roles and Responsibilities Matrix

iii. Schedule Management Plan that shall detail how the Contractor will develop and manage its project schedule;

iv. 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.

v. 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.

vi. 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 and the 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.

vii. A Training Plan shall be developed and maintained by the Contractor. The plan should include:
  • A detailed strategy and approach for executing the several levels of training for the several functions (e.g. pollworkers, voter outreach, technical, etc.) related to the vendor's voting system.

viii. 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.

ix. 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. Project Configuration Management Requirements
   a. The Contractor shall establish and deliver to SBE specific procedures for configuration management, including:
      i. The detailed procedures for requesting changes to the voting system (e.g. software) and its related equipment; and
      ii. A description of how software modification requests are reviewed and prioritized.
   b. These procedures shall include identification, tracking, resolving, and communication of issues and requests.
   c. The Contractor shall coordinate the receipt, tracking, resolution, and communication of solutions for project management issues or system deficiencies identified by SBE during the implementation of the voting system and any period (e.g. Operations and Maintenance) following the implementation of the voting system.

3. Hardware, Software and Firmware Documentation - The Contractor shall provide, within ten days of notice to proceed, the appropriate documentation and related materials for the following:
   a. A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system;
   b. Digital media storage device containing copies of all source code files required to develop the system object code and firmware with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a Microsoft-based operating system;
   c. System flow charts describing the information flow, entry and exit points, and the relationship of programs, device drivers, data files, and other program components;
   d. Identification of version, release, and modification levels of all software and firmware components;
e. Identification of the steps and procedures required to generate all program modules providing system functions for which certification is requested;

f. One hard copy and an electronic copy of the complete set of user and technical documentation for all hardware components required to operate each system;

g. With respect to third party items provided to SBE, copies of all relevant technical and user documentation and warranties necessary for operation of the Contractor’s voting system;

h. Recommended security protocols; and

i. Information identifying any operating features and services that are not required and can be disabled for normal operational use.


a. The Contractor shall provide content in the approved state 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.

5. 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.

6. 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

7. User Manuals - The Contractor shall provide comprehensive user manuals for voting system equipment and corresponding accessories.

8. Post Election Maintenance Plan – The Contractor shall provide content for the SBE’s post election maintenance plan for all equipment provided and used during an election.

9. Repair Plan – The contractor shall provide a comprehensive repair plan which shall detail the repair process for all voting systems equipment, including all documentation requirements and repair process tracking.

10. Acceptance and Testing Plan – The contractor shall provide a proposed Acceptance and Testing Plan which shall detail the testing requirements for all new and repaired equipment to be completed prior to equipment acceptance by the State. The plan shall conform to the requirements of COMAR 33.09.05.12.

11. Power Management Plan – The contractor shall provide a comprehensive power management plan detailing the strategy and processes required to;
   a. Maintain operations of their voting equipment during power interruptions; and
   b. Battery maintenance while equipment is being stored.

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.
12. Transportation Plan – The contractor shall provide content on the requirements for transporting their optical scan voting system and the related equipment.

13. Site Surveys – The contractor shall provide content to SBE for the development/update of the precinct site surveys.
Proposal Transmittal Form for SBE-2010-022009-09

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 Addendum # dated

Offeror’s (Business) Name:

Authorized Signature: __________________________ Date:

Printed Name of Authorized Signatory:

Signatory’s Title:
SIGNATORY’S TELEPHONE:  
EMAIL:
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description (Supersedes 1066 and 1137)</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td><strong>STATE BOARD OF ELECTIONS MINUTES</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>These files contain Board meeting agendas and minutes pertaining to the official acts and policy decisions of SBE.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>GENERAL ADMINISTRATIVE CORRESPONDENCE FILE</strong></td>
<td>All policy documents and documents pertaining to the development and organization of the agency should be offered to the State Archives for permanent retention.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>LITIGATION AND LEGAL ADVICE</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>PROCEDURES, POLICIES AND DIRECTIVES</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>This file series contains all procedures, policies and directives of the SBE or the Administrator in carrying out mandated duties.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>REGULATIONS BACKUP MATERIAL</strong></td>
<td>Retain as long as regulation is in effect; then destroy.</td>
</tr>
</tbody>
</table>

Approved by Department, Agency, or Division Representative.

Date: June 5, 2003

Signature: ______________________

Type Name: **Terry R. Holliday**

Title: **Deputy Director, Candidacy and Campaign Finance**

Schedule Authorized by State Archivist.

Date: ______________________

Signature: ______________________
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>VOTER REGISTRATION STATISTICS</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>This file series contains documents relating to Voter Registration Statistics.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>LEGISLATION</td>
<td>Retain 10 years, then destroy</td>
</tr>
<tr>
<td></td>
<td>This file series contains all correspondence and memos relating to proposed legislation by or affecting SBE.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>DATA PROCESSING FILES</td>
<td>Retain 5 years, then destroy</td>
</tr>
<tr>
<td></td>
<td>This file series contains all files on the employees' workstations and/or office servers.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>CAMPAIGN FINANCING AND CANDIDACY RECORDS</td>
<td>Retain for 4 years from the date of election; then send to the State Archives for permanent retention.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>FEDERAL CAMPAIGN FUND REPORTS</td>
<td>Retain 22 months, then destroy</td>
</tr>
<tr>
<td>10.</td>
<td>BALLOT MATERIALS FILES</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>ELECTION RESULTS</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>CORRESPONDENCE FILES - LOCAL BOARDS</td>
<td>Retain 5 years, then destroy</td>
</tr>
<tr>
<td></td>
<td>This file series contains copies of all correspondence and documents sent to SBE's 24 local boards.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>LOCAL BOARD'S MINUTES</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>This file series contains the minutes of all 24 local elections' boards pertaining to their official acts and policy decisions.</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14.</td>
<td><strong>PETITIONS</strong> (NEW PARTY, NOMINATIONS, REFERENDUM)</td>
<td>Retain ten (10) years, then destroy.</td>
</tr>
<tr>
<td>15.</td>
<td><strong>ACCOUNTING</strong></td>
<td>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td><strong>General Accounting Records</strong></td>
<td>Retain for ten (10) years then destroy.</td>
</tr>
<tr>
<td></td>
<td>Certificate of Deposit and Bank Deposit Slips</td>
<td>Retain permanently. Transfer to State Archives periodically.</td>
</tr>
<tr>
<td></td>
<td>Distribution of Charges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Memorandum of Adjustments</td>
<td>Retain permanently. Transfer to State Archives periodically.</td>
</tr>
<tr>
<td></td>
<td>Monthly Report of State Funds Collected and Deposited</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td><strong>Special Accounting Records</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reports of audits conducted by the Legislative Auditors</td>
<td>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</td>
</tr>
<tr>
<td></td>
<td>Reports of audits conducted by persons or agencies other than the Legislative Auditors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Books of Final Entry - General Ledgers</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td><strong>Budget and Fiscal Planning Records</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget Estimates</td>
<td>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</td>
</tr>
<tr>
<td></td>
<td>Budget Schedule Amendment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Materials and Supplies Physical Inventory</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Report of Fixed Assets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Report of Materials and Supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Request for Position Action</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td><strong>Payroll Accounting Records</strong></td>
<td>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</td>
</tr>
<tr>
<td></td>
<td>Employee Roster Card File</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payroll and Check Register</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payroll Exceptions Time Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payroll Transmittals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payroll Warrants</td>
<td></td>
</tr>
</tbody>
</table>
### DEPARTMENT OF GENERAL SERVICES

**RECORDS MANAGEMENT DIVISION**

**RECORDS RETENTION AND DISPOSAL SCHEDULE**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.</td>
<td><strong>Miscellaneous Accounting Records</strong>&lt;br&gt;Bank Books, Statements, and Deposit Receipts&lt;br&gt;Budget Papers and Work Sheets&lt;br&gt;Canceled Checks, Check Copies and Check Stubs&lt;br&gt;Delivery Orders and Receipts&lt;br&gt;Gas Withdrawal Tickets and Mileage Reports&lt;br&gt;Memorandum Receipt and Property Condemnation Reports&lt;br&gt;Paid Bills and Invoices&lt;br&gt;Paid Bonds and Coupons&lt;br&gt;Periodic Financial Reports to Local/State Agencies&lt;br&gt;Receipt Copies and Stubs&lt;br&gt;Receiving Copies and Stubs&lt;br&gt;Reconciliation and Trial Balance Sheets&lt;br&gt;Renewable Licenses&lt;br&gt;Requisitions and Purchase Orders&lt;br&gt;Stock Record Cards&lt;br&gt;Time Sheets&lt;br&gt;Withholding Tax Forms and Statements (Local, State, and Federal)</td>
<td>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</td>
</tr>
</tbody>
</table>

| 16. | **PURCHASING RECORDS**<br>This series applies to all State of Maryland Departments and Agencies and includes all standard purchasing forms as well as other purchasing media, which provide supporting data for special and general purchasing records.<br>Purchasing records may include all or some of the following documents:<br>A. Actual Emergency and Repair Reports<br>B. Advertising and Bids<br>C. Agency Inter-Office Requisitions<br>D. Bid and Quote File<br>E. Bid Tabulation Records<br>F. Copy of Contract(s) Awarded<br>G. Credit Memoranda<br>H. Inventory Dispositions<br>I. Invoices/Expenditure Transfers Authorizations<br>J. Issue Tickets or Receipts<br>K. Materials/Supplies Specifications<br>L. Monthly Expenditure Printouts<br>M. Notice of Award of Contract(s)<br>N. Unscheduled Requisitions for Supplies<br>O. Packing Slips, Shipping Tickets, Bills of Lading<br>P. Purchase Orders | Retain for five (5) years and until all audit requirements have been fulfilled, then destroy. |

(Continued)
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q.</td>
<td>Purchasing Register</td>
<td>Retain until superseded; then destroy.</td>
</tr>
<tr>
<td>R.</td>
<td>Receiving Reports</td>
<td></td>
</tr>
<tr>
<td>S.</td>
<td>Report of Delivery/Partial Delivery</td>
<td></td>
</tr>
<tr>
<td>T.</td>
<td>Requisition Forms, Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>U.</td>
<td>Requisitions for Supplies</td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td>Warehouse Requisitions</td>
<td></td>
</tr>
<tr>
<td>W.</td>
<td>Automation Management Reports</td>
<td></td>
</tr>
<tr>
<td>X.</td>
<td>Contract Progress Reports</td>
<td></td>
</tr>
<tr>
<td>Y.</td>
<td>Contract Deliverables</td>
<td></td>
</tr>
<tr>
<td>Z.</td>
<td>Correspondence and memos relating to the development of election software and appropriation of hardware.</td>
<td></td>
</tr>
</tbody>
</table>

**17. VENDOR LIST**

**18. 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.

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:

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

Retain for three (3) years after termination of employment and then destroy.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>During continued employment, the folder may contain the following:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Change of Address Forms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Clearance File</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Charges for Removal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Commendations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Contractual Employment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. Counseling Sessions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>g. Disciplinary Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>h. Efficiency Ratings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. EOE Statistical Reports</td>
<td></td>
</tr>
<tr>
<td></td>
<td>j. General Correspondence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>k. Grievance Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>l. Health Insurance Benefits Forms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>m. Leave Forms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>n. Orientation Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o. Position History</td>
<td></td>
</tr>
<tr>
<td></td>
<td>p. Probation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>q. Promotions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>r. Resumes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>s. Suggestion File</td>
<td></td>
</tr>
<tr>
<td></td>
<td>t. Summer Employment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>u. Suspension Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>v. Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The final documents in the folder are a personnel payroll form and the following:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Letter of Resignation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Retirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Transfer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv. Dismissal</td>
<td></td>
</tr>
</tbody>
</table>

DGS 550-1A (Rev. 10/92)
### Records Retention and Disposal Schedule

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>PERSONNEL I.D. NUMBER (PIN)</td>
<td>Permanent, transfer periodically to the MSA</td>
</tr>
<tr>
<td>20.</td>
<td>STATUS CARD FILE</td>
<td>Retain for five (5) years, then destroy</td>
</tr>
<tr>
<td>21.</td>
<td>HISTORY FILE</td>
<td>Retain for three (3) years after termination of employment and then destroy</td>
</tr>
</tbody>
</table>

Upon being selected for employment within the Department of General Services, either as new hire, transfer, reinstatement or temporary employee, a personnel history card is prepared. This card contains the following data:

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

Each reclassification, promotion, demotion, change in salary, extended probation, title change, change of address or telephone number is duly noted on the card. The last entry of the History Card would be one of the following:

1. Resignation
2. Retirement
3. Transfer
4. Dismissal
5. Expiration

The card would then be filed inside the personnel folder and filed in the inactive personnel file.

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. |

DGS 550-1A (Rev. 10/92)
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.</td>
<td><strong>VOTER REGISTRATION</strong></td>
<td>22 mos. past the last federal election in which the voter was eligible to vote, then destroy</td>
</tr>
<tr>
<td></td>
<td>Original voter registration form</td>
<td>&quot;Those records predating installation of the electronic system must be retained permanently and transferred to the State Archives.&quot;</td>
</tr>
<tr>
<td></td>
<td>Authorization/request for change of address, name, party, etc.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Authorization/request to cancel registration.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>All records generated in course of producing acknowledgment notices, confirmation mailings, mail verification or any other confirmation of voter status.</td>
<td>2yrs., then destroy</td>
</tr>
<tr>
<td></td>
<td>Notices returned to election offices by registrants responding to verification or confirmation mailings.</td>
<td>2yrs., then destroy</td>
</tr>
<tr>
<td></td>
<td>Rejected applications for voter registration.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Declinations to register at public assistance agencies.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Statistical records of registration, voting and file maintenance activity required for biennial reporting to FEC.</td>
<td>2yrs., then destroy</td>
</tr>
<tr>
<td></td>
<td><strong>BALLOTS AND RELATED DOCUMENTATION</strong></td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>27.</td>
<td>All voted ballots, paper or machine-read, including absentee ballots.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Strips or sheets mounted on lever or DRE voting machines (ballot faces), each identified by machines number and precinct.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Assembled vote recorder pages (Votomatic), each identified by precinct.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>Provisional ballots and documentation associated therewith.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Spoiled ballots.</td>
<td>Until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td>Rejected or disallowed ballots and documentation associated therewith.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Ballot accounting report.</td>
<td>Until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td>28.</td>
<td><strong>POLLING PLACE RECORDS OTHER THAN BALLOTS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>List of voters used in each polling place.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records containing voter signature, including any oath executed by voter.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Listing of those who voted made by poll workers.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Any other record reflecting identity of those who cast ballots.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of challenge to any person's right to vote.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of implementation of &quot;fail safe&quot; provisions of NVRA.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Voter assistance records, identifying both voter assisted and person(s) rendering assistance.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Tally sheets, canvass reports, statements of votes.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Lever machine, locked at close of polls (non-printer machines only)</td>
<td>Until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td>AVM Print-o-matic report sheets, opening and closing of polls.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Removable data storage device (PROM, memory pack, cartridge, etc.)</td>
<td>For purpose of recount or contest resolution, retain intact until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td>For compliance with USC 42 1974 et seq., retention period is 22 mos. Either save that data storage device itself, or 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</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td></td>
<td>Poll worker attestations of status of premises and equipment at opening and closing of polls.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Reports produced by electronic voting device at opening and closing of polls.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of write-in votes, if cast other than on a ballot.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of ballot images, or ballot sets, produced by electronic voting devices.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of service or maintenance to voting equipment at the polling place.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of poll worker appointment and service.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of poll watcher/challenger appointment and service.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of assignment and delivery of voting equipment.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>29.</td>
<td><strong>ABSENTEE VOTING OTHER THAN BALLOTS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Applications for absentee voting.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Envelopes in which absentee ballots are returned, including those returned too late to be counted, but excluding blank secrecy envelopes if such are used.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of challenges to and rejection of absentee ballots.</td>
<td>22 mos., then destroy</td>
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<tr>
<td></td>
<td>Records or log of the administration of absentee voting.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>30.</td>
<td><strong>VOTING SYSTEM PREPARATION</strong></td>
<td></td>
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<tr>
<td></td>
<td>Election database, election definition, ballot design.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>Records of programming and testing of lever machines.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>Records of specialization of vote-counting software.</td>
<td>22 mos., then destroy</td>
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<tr>
<td></td>
<td>Records of programming (&quot;burning&quot;) removable data storage devices for precinct tabulators.</td>
<td>22 mos., then destroy</td>
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<td>Records of pre-election testing of electronic vote-counting systems.</td>
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<td>Test deck(s).</td>
<td>22 mos., then destroy</td>
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<tr>
<td>Item No.</td>
<td>Description</td>
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<td>31.</td>
<td><strong>VOTE COUNT IN CENTRAL OFFICE</strong> (or at regional site)</td>
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<td></td>
<td>Tally sheets, canvass sheets.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>All vote-counting software.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>One copy of all output of computer printer.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>System log.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>Ballot images, or ballot sets, produced by electronic voting devices.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>Records of any verification of the count done before certification.</td>
<td>22 mos., then destroy</td>
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<tr>
<td></td>
<td>Records documenting plan and activity to ensure security of records, ballots, equipment and premises, including any breaches of security.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>Records reflecting the certification of the outcome of the election, and copies of notifications sent to winning candidates.</td>
<td>22 mos., then destroy</td>
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<td>32.</td>
<td><strong>CONTESTED ELECTIONS AND RECOUNTS</strong></td>
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<td></td>
<td>Procedures and guidelines.</td>
<td>22 mos., then destroy</td>
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<td>Log or diary of activity.</td>
<td>22 mos., then destroy</td>
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<td></td>
<td>Records created for and during the recount.</td>
<td>22 mos., then destroy</td>
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<td>33.</td>
<td><strong>VOTER INFORMATION BY ELECTION</strong></td>
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<tr>
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<td>Election returns by precinct for each election.</td>
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<td>Voter registration statistics by precinct for each election.</td>
<td><strong>Permanent</strong>, Transfer periodically to the State Archives.</td>
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<td></td>
<td>Voter turnout statistics by precinct for each election.</td>
<td><strong>Permanent</strong>, Transfer periodically to the State Archives.</td>
</tr>
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<td></td>
<td>Precinct map or maps, with boundaries in effect at time of each election.</td>
<td><strong>Permanent</strong>, Transfer periodically to the State Archives.</td>
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<td></td>
<td>Computerized file of the voter registry at time of each election.</td>
<td><strong>Permanent</strong>, Transfer periodically to the State Archives.</td>
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46763 S SHANGRI-LA DR
LEXINGTON PARK, MD 20653
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45774 FIRE DEPT LANE
CALIFORNIA, MD 20619
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16262 THOMAS ROAD ST., GEORGE'S ISLAND
PINE POINT, MD 20674
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11412 DRYDEN RD
PRINCESS ANNE, MD 21853
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11412 DRYDEN RD
PRINCESS ANNE, MD 21853
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PRINCESS ANNE, MD 21853
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114

27233 OROIOE RD
PRINCESS ANNE, MD 21853
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28573 HUDSON CORNER RD
MARIOTON STATION, MD 21638
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10902 OLD PRINCESS ANNE RD
PRINCESS ANNE, MD 21853
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27403 MOUNT VERNON RD
PRINCESS ANNE, MD 21853
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27407 FAIRMOUNT RD
PRINCESS ANNE, MD 21853
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210 N SOMERSET AVE
CRISFIELD, MD 21817
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210 N SOMERSET AVE
CRISFIELD, MD 21817
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210 N SOMERSET AVE
CRISFIELD, MD 21817
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DEAL ISLAND, MD 21621
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4005 SMITH ISLAND RD
EWE1, MD 21824
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21140 TUFF ST
TYLERTON, MD 21662
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23275 LOLA WHITELY RD
DEAL ISLAND, MD 21621
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281 A WOODSON SCHOOL RD
CRISFIELD, MD 21817
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7970 CRISFIELD HWY
WESTOVER, MD 21871
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7970 CRISFIELD HWY
WESTOVER, MD 21871
310

7970 CRISFIELD HWY
WESTOVER, MD 21871
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23275 LOLA WHITELY RD
DEAL ISLAND, MD 21621
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10902 OLD PRINCESS ANNE RD
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EASTON, MD 21601
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7711 OCEAN GATEWAY
EASTON, MD 21601
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315 AURORA PARK DR
EASTON, MD 21601
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4002 OXON HILL RD
EASTON, MD 21601
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200 SEYMOUR AVENUE
ST MARY'S COUNTY, MD 20673
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4001 POWELL AVE
TRAPPE, MD 21873
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TRAPPE, MD 21873
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OXFORD, MD 21654
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4000 Oxford Rd
OXFORD, MD 21654
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WITTMA, MD 21676
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9123 TILGHMAN ISLAND RD.
TILGHMAN, MD 21671
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21374 FOSTER AVENUE
TILGHMAN, MD 21671
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17525 SHEPHERDSTOWN PIKE
SHARPSBURG, MD 21781
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9923 SOUTH FARM ROAD
WASH, MD 21671
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HAGERTOWN, MD 21740
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820 SUMMIT AVENUE
HAGERTOWN, MD 21740
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1221 SOUTH POTOMAC STREET
HAGERTOWN, MD 21740
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626 WASHINGTON AVENUE
HAGERTOWN, MD 21740
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12630 BROAD DR
HAGERTOWN, MD 21740
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BOONSBORO, MD 21713
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SMITHSBURG, MD 21783
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HAGERTOWN, MD 21740
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HAGERTOWN, MD 21740
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1321 SOUTH POTOMAC STREET
HAGERTOWN, MD 21740
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1707 ROHERRSVILLE ROAD
NOXLE, MD 21758
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2202 DARGAN SCHOOL ROAD
SHARPSBURG, MD 21781
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18002 TILGHMAN TOWN ROAD
FAIRPLAY, MD 21733
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SMITHSBURG, MD 21783
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14473 WINDY HAVEN ROAD
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14519 PENNERSVILLE ROAD
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Section 1: Introduction

An effective enterprise-wide information security program provides a strong foundation for understanding and implementing security throughout an agency. This Guide identifies key components that should be considered by an agency when implementing, reviewing, or seeking to improve the value of its information security program. It is encouraged that these components be reviewed for applicability to an agency’s business environment and compliance with existing laws and policies, and implemented as appropriate for each agency. Some agencies may not require all components, but where a component is applicable to an agency’s program, it should be assessed for adoption and implementation. The key components are:

- POLICY MANAGEMENT
- RISK MANAGEMENT
- SYSTEM CERTIFICATION AND ACCREDITATION
- SYSTEMS DEVELOPMENT LIFE CYCLE
- DISASTER RECOVERY PLANNING
- SECURITY AWARENESS
- COMMUNICATIONS AND OPERATIONS MANAGEMENT
- ACCESS CONTROL
- INFORMATION SECURITY CRITICAL INCIDENT MANAGEMENT
- COMPLIANCE
Section 2: Policy Management

Information security policy is an essential component of information security governance—without the policy, governance has no substance and rules to enforce. Policy Management refers to the practices and methods used to create and maintain security policies to translate, clarify, and communicate management’s position on high-level security principles. Policy management includes development, deployment, communication, updating, and enforcement of agency security policies.

Agency information security policies should address the fundamentals of agency information security governance structure, including:

- Information security roles and responsibilities.
- Statement of security controls baseline and rules for exceeding the baseline.
- Rules of behavior that agency users are expected to follow and minimum repercussions for noncompliance.

Supporting guidance and procedures on how to effectively implement specific controls across the enterprise should be developed to augment an agency’s security policy. This subsequent guidance on information security, created by the agency, in consideration of external guidance (e.g. NIST Special Publications and FIPS), should be consistent with the information security policy and may not supersede it, unless the policy itself is being modified. Agencies should ensure that their information security policy is sufficiently current to accommodate the information security environment and agency mission and operational requirements. To ensure that information security does not become obsolete, agencies should implement a policy review and revision cycle. As a part of the periodic review and the initial development of the information security policies, agencies should work to ensure that all internal security policies (i.e., physical and personnel) are sufficiently coordinated to ensure effective implementation of crosscutting and convergent security objectives, such as access control initiatives.

Important Resources

http://csrc.nist.gov/groups/SMA/fisma/index.html

Federal Information Security Management Act (FISMA) Implementation Project
Section 3: Risk Management

Risk Management refers to the process of identifying risk, assessing risk, and taking steps to reduce risk to an acceptable level. A risk management process must be implemented to assess the acceptable risk to agency IT systems as part of a risk-based approach used to determine adequate security for the system. Agencies shall analyze threats and vulnerabilities and select appropriate, cost-effective controls to achieve and maintain a level of acceptable risk. Agencies will define a schedule for ongoing risk management review and evaluation based on the system sensitivity and data classification of the system. Refer to NIST Special Publication 800-30, Risk Management Guide for Information Technology for guidance: http://csrc.nist.gov/publications/nistpubs/. A risk management program is an essential management function and is critical for any agency to successfully implement and maintain an acceptable level of security.

A successful risk management program is more than a simple checklist of do’s and don’ts, and a few policies and procedures. It is a proactive, ongoing program of identifying and assessing risk, and weighing business tradeoffs on acceptable levels of risk against ever changing technologies and solutions.

Risk management is a well understood and fully documented discipline. A risk management discipline, like the National Institute of Standards and Technology (NIST) Risk Model, typically encompasses three processes: assessment, mitigation, and evaluation. It is important to note that effective risk management may also be two dimensional – process-oriented and relevancy-oriented.

Process-oriented risk management addresses whether the person(s) conducting a risk assessment has asked the right questions to assess risks adequately within the agency and he/she has an effective process to ensure conclusions reached in the risk assessment properly translate into a work plan that can be executed to achieve the needed results.

Relevancy-oriented risk management refers to the importance the person(s) conducting the risk assessment places on the risks identified to ensure they are relevant to the agency.

Risk assessment is the first process in risk management. Agencies should use risk assessment to determine the extent of the potential threat and the risk associated with an IT system or an operational function. Depending upon the complexity and criticality of an agency’s business, the risk assessment process may encompass up to nine primary steps, which include identification and evaluation of risks and risk impacts, and recommendation of risk-reducing measures. The output of this process helps to identify appropriate controls for reducing or eliminating risk during the risk mitigation process.

Risk mitigation, the second process of risk management, involves prioritizing, evaluating, and implementing the appropriate risk-reducing controls recommended from the risk assessment process. Controls are defined as IT processes and technologies designed to close vulnerabilities, maintain continuity of operation at specified performance levels, and achieve and document compliance with external and internal policy requirements.

The third process of risk management, evaluation, is ongoing and evolving. Evaluation emphasizes the good practice to develop an effective risk management program within the agency’s information management system.
security program. Not only should the risk management program engage changes to existing systems, but should also integrate into the agency’s operational functions, as well as the System Development Life Cycle (SDLC) for new systems and applications.

Important Resources
http://csrc.nist.gov/publications/PubsSPs.html

Section 4: System Certification and Accreditation

Security accreditation is the official management decision given by a senior agency official to authorize operation of an information system and to explicitly accept the risk to agency operations, agency assets, or individuals based on the implementation of an agreed-upon set of security controls. The senior agency official should have the authority to oversee the budget and business operations of the information system. Security accreditation provides a form of quality control and challenges managers and technical staffs at all levels to implement the most effective security controls possible in an information system, given mission requirements, technical constraints, operational constraints, and cost/schedule constraints. By accrediting an information system, an agency official accepts responsibility for the security of the system and is fully accountable for any adverse impacts to the agency if a breach of security occurs. Thus, responsibility and accountability are core principles that characterize security accreditation.

The assessment of risk and the development of system security plans are two important activities in an agency’s information security program that directly support security accreditation. Risk assessments influence the development of the security controls for information systems and generate much of the information needed for the associated system security plans. Risk assessments can be accomplished in a variety of ways depending on the specific needs of the agency. Some agencies may choose to assess risk informally. Other agencies may choose to employ a more formal and structured approach. In either case, the assessment of risk is a process that should be incorporated into the system development life cycle. At a minimum, documentation should be produced that describes the process employed and the results obtained. System security plans provide an overview of the information security requirements and describe the security controls in place or planned for meeting those requirements. System security plans can include as references or attachments, other important security-related documents (e.g., risk assessments, contingency plans, incident response plans, security awareness and training plans, information system rules of behavior, configuration management plans, security configuration checklists, privacy impact assessments, system interconnection agreements) produced as part of an agency’s information security program.

In addition to risk assessments and system security plans, security assessments play an important role in security accreditation. It is essential that agency officials have the most complete, accurate and trustworthy information possible on the security status of their information systems in order to make timely, credible, risk-based decisions on whether to authorize operation of those systems. The information and supporting evidence needed for security accreditation is developed during a detailed security review of an information system, typically referred to as security certification. Security certification is a comprehensive assessment of the management, operational, and technical security controls in an information system, made in support of security accreditation, to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the security requirements for the system. The results of a security certification are used to reassess the risks and update the system security plan, thus providing the factual basis for an authorizing official to render a security accreditation decision.

By accrediting an information system, an agency official accepts the risks associated with operating the system and the associated implications on agency operations, agency assets, or individuals. Completing a security accreditation ensures that an information system will be operated with appropriate management review, that there is ongoing monitoring of security controls, and that
Reaccreditation occurs periodically in accordance with federal or agency policy and whenever there is a significant change to the system or its operational environment.

Important Resources:
  Introduction to the State of Maryland IT Security Certification and Accreditation Guidelines;
  State of Maryland IT Security Certification and Accreditation Guidelines;
Section 5: Systems Development Life Cycle

Agencies should ensure that security is an integral part of information systems, which include operating systems, infrastructure, applications and off-the-shelf products, services, and user-developed applications. Security requirements should be identified and agreed upon prior to the development and/or implementation of information systems and documented as part of the overall business case. The requirements must also ensure compliance with any applicable laws, regulations, statutes, or state policies (e.g., HIPAA, PCI Standards, etc.). Security should be considered and designed in from the beginning and during the entire system development lifecycle.

Best Practices

- Implement requirements for ensuring authenticity and protecting message integrity in applications.
- Implement the use of encryption (cryptographic) measures to protect confidential or sensitive information and protect encryption keys from modification, loss and destruction.
- Implement input and output data validation checks to ensure data is correct and appropriate.
- Implement processes to control the installation of software on operating systems.
- Implement procedures to select, protect, and control test data. Do not use test data in a production environment or use production data in a test environment without careful consideration.
- Limit access to program source code and place source code in a secure environment.
- Implement change control procedures to minimize the corruption of information systems.
- Limit modifications to vendor-supplied software packages.
- When outsourcing software development, consider contractual language for licensing arrangements, code ownership, quality and security functionality, testing to detect malicious code, and escrow arrangements in the event of third party failure.

Important Resources

https://buildsecurityin.us-cert.gov/daisy/bsi/home.html
U. S. Department of Homeland Security – Build Security In Home

http://csrc.nist.gov/publications/PubsSPs.html
NIST SP 800-55 Security Metrics Guide for Information Technology Systems
NIST SP 800-44 Guidelines for Securing Public Web Servers
Section 6: Disaster Recovery Planning

Agencies shall develop, implement, and test an IT Disaster Recovery plan for each critical system to ensure that contingency procedures will be available in the event of a disaster resulting in the loss of services from the primary production system. Creation, maintenance, and annual testing of a plan will minimize the impact of recovery and loss of information assets caused by events ranging from a single disruption of business to a disaster. Planning and testing provides a foundation for a systematic and orderly resumption of all computing services within an agency when disaster strikes.

Important Resources

http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx
Section 7: Security Awareness

A key component to assure that users understand their role and responsibility for information security is through an ongoing awareness program. An effective program ensures employees and contractors know about information security and privacy relative to their job responsibilities. A good awareness program promotes the agency’s existing policies, standards, and practices.

A successful security awareness program should target various groups (such as employees and contractors, IT staff, or managers and supervisors) with information pertinent to their respective roles. Most users would be interested in awareness material addressing Internet use, email, and handling confidential information. Technical support personnel would be more focused on access control, anti-virus, and patch management administration. The executives would be more interested in the benefits of enabling business through information security, risk management, and business continuity.

Agencies shall develop and implement a security awareness program.

Best Practices

- Promote security awareness using techniques such as: posters, email messages, formal instruction, web-based instruction, videos, newsletters, and security awareness days.
- Ensure all users sign confidential and acceptable use statements.
- Train all users to quickly identify threats, and how to respond to security incidents.
- Inform all users about agency policies and procedures.
- Regularly review and update training content to reflect changes to the agency’s environment.

Important Resources
http://doit.maryland.gov/support/Pages/SecurityAwareness.aspx
Section 8: Communications and Operations Management

System communications protection refers to the key elements used to assure data and systems are available, and exhibit the confidentiality and integrity expected by owners and users to conduct their business. The appropriate level of security applied to the information and systems is based on the classification and criticality of the information and the business processes that use it.

The key elements of system and communications protection are backup protection, denial of service protection, boundary protection, use of validated cryptography (encryption), public access protection, and protection from malicious code. Although the elements are described in terms of the technologies needed and/or used for system and communication protection it is really the processes that administer and monitor the technologies that assure the required level of security.

Operations management refers to implementing appropriate controls and protections on hardware, software, and resources; maintaining appropriate auditing and monitoring; and evaluating system threats and vulnerabilities. As always, it is a balance of these types of controls against business requirements, cost, efficiency, and effectiveness.

Operations management covers information technology assets throughout their lifecycle. Thus, it is greater than the cost of just purchasing assets, and includes all ongoing maintenance, security, monitoring and problem resolution. The overall goal of operations management is to lower the total cost of ownership of all organizational devices, from enterprise servers to mobile devices attached to the network, while keeping the environment secure.

Proper operations management safeguards all of the organization’s computing resources from loss or compromise, including main storage, storage media (e.g., tape, disk, and optical devices), communications software and hardware, processing equipment, standalone computers, and printers. The method of protection used should not make working within the agency’s computing environment an onerous task, nor should it be so flexible that it cannot adequately control excesses. Ideally, it should obtain a balance between these extremes, as dictated by the agency’s specific business needs.

This balance depends, at least in part, on two items. One is the value of the data, which may be stated in terms of intrinsic value or monetary value. Intrinsic value is determined by the information’s criticality and sensitivity — for example, health- and personal-related information may have a high intrinsic value. The monetary value is the potential financial or physical losses that would occur should the information be breached or violated. The second item is the ongoing business need for the information, which is particularly relevant when continuous availability (i.e., round-the-clock processing) is required.

Best Practices

- Implement cryptographic solutions (encryption) when the confidentiality or sensitivity of information must be maintained while a message is in transit between computing devices and when confidential or sensitive information is stored in a file or database.
• Deploy and routinely update appropriate anti-virus, anti-spyware and file extension blocking solutions at the gateway entry points and on the desktop and server systems to prevent these systems from being compromised.
• Ensure a firewall or other boundary protection mechanism is in place and has the ability to evaluate (1) source and destination network addresses, and (2) determine the validity of the service requested.
• Deploy appropriate Intrusion Detection System and Intrusion Prevention System (IDS/IPS) solutions at the correct network location(s) and monitor to detect when the agency is under attack so an effective detection and defense strategy can be deployed.
• Implement an appropriate change management process to ensure changes to systems are controlled.
• Provide for separation of duties by assigning tasks to different personnel, preventing one person from having total control of the security measures.
• Establish procedures to implement an agreed backup policy and strategy, including the extent (e.g., full or differential/incremental), frequency, offsite storage, testing, physical and environmental protection, restoration, and encryption.
• Secure certain internal data and systems (Accounting and Human Resources, for instance) from other data and systems on the networks.
• Do not place confidential or sensitive data on any application servers, database servers, or infrastructure components that require direct access from the Internet. Components that meet these criteria must be placed behind a de-militarized zone (DMZ) where they are not accessible from the Internet and can only interact with DMZ components through a firewall.
• Establish appropriate procedures to protect documents, computer media, information/data, and system documentation from unauthorized disclosure, modification, removal, and destruction, including suitable measures to properly dispose of media when it is no longer needed.
• Establish procedures and standards to protect information and physical media containing information in transit, including using facsimile machines, exchange agreements between the agency and external parties, transportation of physical media, and monitoring (e.g., audit logging, monitoring system use.)
• Implement appropriate levels of security monitoring including intrusion detection, penetration testing, and violation analysis.
• Perform reviews of audit trails on a regular basis to alert an agency to inappropriate practices.
• Ensure preventive or detection controls are in place to decrease or identify the threat of unintentional errors or unauthorized users accessing the system and modifying data.
• Implement appropriate retention policies as dictated by the agency's policies, standards, legal and business rules.
• Implement appropriate documentation such as security policies and procedures, business contingency plans, disaster recovery plans, and incident response plans, including a plan for cyber attacks, such as a denial of service attack.

Important Resources
http://csrc.nist.gov/publications/PubsSPs.html
NIST SP 800-12 An Introduction to Computer Security: The NIST Handbook
NIST SP 800-41 Guidelines on Firewalls and Firewall Policy
NIST SP 800-45 Guidelines for Electronic Mail Security
NIST SP 800-83 Guide to Malware Incident Prevention and Handling
NIST SP 800-88 Media Sanitization Guide
Section 9: Access Control

Access control ensures that system resources are only available to users who are entitled to them. The objective is to prevent unauthorized disclosure of the agency’s information assets. Key components include identification, authentication, and authorization. These components apply to people, process, and technology devices.

Identification is the process for establishing who someone or what something claims to be. The identity may be a person, a program, a computer or data.

Authentication is the process of confirming the accuracy of the claimed identity. Typical authentication methods include passwords, fixed IP addresses, security tokens, smart cards, biometrics, and secret information known only to the person.

Authorization describes the process of granting privileges based on an authenticated identity. Examples of the authorization process include signed access control forms for new employees, signed contracts between entities granting information rights, or assignment to a specific group or role. The access rights to the information are then programmed or entered into the security system via an access list, directory entry, or view tables, for example, so the authorization rules can be enforced.

Best Practices

- Establish formal procedures for the owners, or owner designee, of the data to authorize access to information systems and services that use their data.
- Audit access level rights at regular intervals.
- Monitor and audit system access and use.
- Ensure the security system can identify and verify the identification and, if necessary, the location of each authorized user.
- Apply access method of “least privilege” where access to, or the flow of information, is only granted to the extent necessary to get the job done.
- Authenticate individuals and technology components consistent with acceptable risk levels determined by the information owners.
- Use logon banners to display a general security notice and acceptance of use conditions.
- Remove access upon employee termination or when the need no longer exists.
- Establish password standards such as minimum length requirements with a combination of characters and numbers, and appropriate periodic password aging.
- Restrict connection time to appropriate business hours.
- Initiate automatic logout or protected screen savers by the system after a specific period of inactivity.
Section 10: Information Security Critical Incident Management

Information Security Critical Incident Management refers to the processes and procedures agencies implement for identifying, responding to, and managing information security incidents. A critical incident is one that can shut down business, disrupt operations, cause physical damage; or that can threaten the agency’s financial or public image. Examples of critical incidents could include activity such as:

- Unwanted disruption or denial of service
- The unauthorized use of a system for the processing or storage of data
- Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent

Development, documentation, and implementation of an information security incident response plan provide the framework for an agency to proactively manage incidents when they occur. Agencies shall be required to detect, track, log and report critical security incidents. The speed with which an agency can recognize, analyze, and respond to an incident will limit the damage and lower the cost of recovery. The term damage means “impairment to the integrity or availability of data, a program, a system or information”. Agencies should report critical incidents to the DoIT Service Desk (410) 260-7778 or ServiceDesk@doIT.state.md.us Appendix A contains the Computer Security Critical Incident Handling Form.
Section 11: Compliance

The head of each agency is responsible for compliance with and enforcement of this policy. Agency Chiefs of Information Officers, or the agency’s delegated Information Technology professional, shall develop and implement an Agency IT Security Program to implement this policy and these standards. Where the agency’s IT Security Program is unable to comply with this policy, a timetable to resolve the discrepancies and controls for compliance shall be included. The controls shall include but are not limited to:

- Maintaining the confidentiality, integrity, availability, and accountability of all State information technology applications and services;
- Protecting information according to its sensitivity, criticality and value, regardless of the media on which it is stored or automated systems that process it, or the methods by which it is distributed;
- Ensuring that risks to information security are identified and controls implemented to mitigate these risks;
- Implementing processes to ensure that all security services meet the minimum requirements set forth in this policy and the attached standards;
- Ensuring that all employees and contractors understand and comply with this Policy, as well as all applicable laws and regulations
- Implementing physical security controls to prevent unauthorized and/or illegal access, misuse, destruction or theft of the State’s IT assets
Appendix A: Computer Security Critical Incident Handling Form

Critical Incident Identification

Incident Detector’s Information:
Name: _____________________________________________________
Title: ______________________________________________________
Phone: ____________________
Fax: ______________________
E-mail: ___________________________________________________
Agency: __________________________________________________
Address: __________________________________________________
__________________________________________________________

Date and Time Detected: ________________________

Type of Incident Detected:

Denial of Service Unauthorized Use Unauthorized Access Malicious Code
Probe Other ______________________________________________

How was the incident discovered?
____________________________________________________________________________________
____________________________________________________________________________________

Additional Information:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Detector’s Signature: ______________________________________________________

Version 1.0
Appendix B: Plan Development Assistance

We would like to recognize and thank the State of California IT Security Services Team. With their permission, we used many concepts and ideas that were developed and implemented by their staff.
Instructions for Oral Presentations – SBE-2010-02
Somewhere County, MD

The following information is being provided to all Offerors to allow them to prepare full and complete proposals in response to the solicitation. Offerors should be prepared to follow the plan and schedule. Exact dates will be provided after proposals have been submitted.

Instructions – Precinct Count Optical Scan.

Election Setup: All Offerors must setup two “fully functional” precincts, with one voting unit in each precinct, and one early voting center. For oral presentation purposes a single unit with interchangeable election storage media is permitted. The voting unit(s) must be equipped with the appropriate ballot receptacle that is to be used in a polling place (e.g. ballot bin).

One precinct shall be prepared for a Primary election, and the other for a General election – see the follow pages for the required ballot content. Offerors shall pre print 250 Ballots and one complete test deck for each precinct and election. The same ballots can be used for the early vote center. For the primary election, there should be 100 Democratic Party Ballots, 100 Republican Party Ballots and 50 Non-Partisan Ballots.

Prior to the presentation, the Offerors shall set up the Primary and General Elections including the names of the candidates on their Election Management System (EMS). The EMS system may be running on a laptop or desktop computer, but the offeror must supply detailed configuration information, including hardware and any third party software, of the proposed EMS system.

The Procurement Officer will notify Offerors of the required specific setup and take down schedule.

Instructions – Central Count Optical Scan.

Election Setup: All Offerors must setup a “fully functional” absentee and provisional ballot system, for an entire county for both a Primary and General Election. For oral presentation purposes a single unit with interchangeable election storage media is permitted. If applicable, the optical scanner must be equipped with the appropriate ballot receptacle.

All Offerors shall pre-print 500 absentee ballots (For the Primary there should be 200 Democratic Party, 200 Republican Party and 100 Non Partisan Ballots), for each election, across the ballot styles defined on the following pages. In addition, each offeror shall print one complete test deck for each election, and supply any other material needed. The Procurement Officer will notify Offerors of the required specific setup and take down schedule

Prior to the presentation, the Offerors shall set up the Primary and General Elections including the names of the candidates on their Election Management System (EMS). The EMS system may be running on a laptop or desktop computer, but the offeror must supply detailed configuration information, including hardware and any third party software, of the proposed EMS system.
Note: In both cases above, the ballots should not be precinct specific; there should be no precinct identification on the ballot. Maryland law does not permit the counting of Absentee and Provisional ballots by precinct, those ballots must be counted cumulatively.

Oral Presentation Requirements

All Offerors will be required show the following at the Oral Presentation:

- Load Elections into Election Management System, describing the necessary steps to input districts, precincts, candidates, questions and all other necessary election data.
- Show loading of election data onto voting units.
- Performance of pre-election logic and accuracy tests
- Opening the polls
- Casting votes, including overvotes, undervotes blank votes and write in votes.
- Demonstrate system accommodations for voters with disabilities.
- Close the polls
- Print results reports and audit reports from voting units.
- Transfer results to the election management system.
- Print results reports and audit reports from election management system, demonstrating results formats, including web compatible formats.
- Demonstrate early voting capability.
- Demonstrate Absentee and Provisional voting capability (using central count scanner).
Somewhere County, Maryland

Somewhere County contains Congressional Districts (CD) 3 and 5, House of Delegate Districts or Sub-Districts (HD) 1A, 1B, 7, and 9, County Commissioners (CC) Districts A and B and Board of Education (BE) District 4. The county is divided into 6 precincts.

The breakdown of districts by precinct is as follows:

- Precinct 1: CD 3, HD 1A, CC A & B
- Precinct 2: CD 3, HD 1B, CC A & B, BE 4
- Precinct 3: CD 3, HD 7, CC A & B, BE 4
- Precinct 4: CD 5, HD 1A, CC A & B
- Precinct 5: CD 5, HD 1B, CC A & B
- Precinct 6: CD 5, HD 9, CC A & B

In addition to the six precincts, there is one early voting center where voters from any precinct may cast their ballot.

For the Primary Election, candidate names shall appear in alphabetic order, by last name, under each office title. For the General Election, candidate names shall appear in the order shown. Ballots must be arranged in compliance with Sections 9-206 - 9-215 of the Election Law article of the Annotated Code of Maryland.

House of Delegates District 1 is split into 2 sub-districts (1A, 1B). Sub-district 1A elects 1 representative, sub-district 1B elects 2 representatives.

House of Delegates District 7 elects 3 representatives at-large. They are listed on the ballot in a single race (i.e. Vote for 3) but multiple voting for the same candidate is not allowed.

House of Delegates District 9 elects representatives by county of residence. Not more than 1 representative can be elected from any 1 county. 5 counties make up District 9 (Cecil, Kent, Queen Anne's, Caroline and Talbot). The county of residence for each candidate must be listed on the ballot.

There are 2 County Commissioners Districts (A and B). All voters in the county may vote for the 2 Commissioner Districts. Each County Commissioner District elects 1 representative.

Board of Education District 4 appears in only Precincts 2 and 3. While the ‘vote for’ in the primaries reflect a vote for 2, 4 candidates will move on to the general election because it is a non-partisan election.

Referendums may be held in a single precinct, any combination of precincts or in the county at-large.

The county holds both primary and general elections. The primary is a closed primary (i.e. a voter is only allowed to view the ballot for the primary in which they are voting.) Party affiliation is indicated on the ballot in the general election. Board of Education candidates are non-partisan and appear on Democratic, Republican and Non-Partisan primary ballots. Write-ins are allowed only in the general election, the number of write-ins permitted is equal to the ‘Vote for’ number.
## Somewhere County, Maryland
### Maryland Oral Presentation

### Districts and Precincts

<table>
<thead>
<tr>
<th>CD-3</th>
<th>HD-1A</th>
<th>HD-1B</th>
<th>HD-7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CC A &amp; B</td>
<td>BE-4</td>
<td>BE-4</td>
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<tr>
<td></td>
<td></td>
<td>CC A &amp; B</td>
<td>CC A &amp; B</td>
</tr>
<tr>
<td>PRECINCT 1</td>
<td>PRECINCT 2</td>
<td></td>
<td>PRECINCT 3</td>
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<table>
<thead>
<tr>
<th>CD-5</th>
<th>HD-1A</th>
<th>HD-1B</th>
<th>HD-9</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>CC A &amp; B</td>
<td>CC A &amp; B</td>
<td>CC A &amp; B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECINCT 4</td>
<td>PRECINCT 5</td>
<td></td>
<td>PRECINCT 6</td>
</tr>
</tbody>
</table>
Somewhere County, Maryland  
Maryland Oral Presentation  

Elected Offices

In the Maryland Oral Presentation election in Somewhere County, the following races and ballots questions are included.

- PRESIDENT OF THE UNITED STATES (Primary Election office title)
- PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES (General Election office title)
- REPRESENTATIVE IN CONGRESS, DISTRICT 3
- REPRESENTATIVE IN CONGRESS, DISTRICT 5
- HOUSE OF DELEGATES, SUB-DISTRICT 1A
- HOUSE OF DELEGATES, SUB-DISTRICT 1B
- HOUSE OF DELEGATES, DISTRICT 7
- HOUSE OF DELEGATES, DISTRICT 9
- COUNTY COMMISSIONERS, DISTRICT A
- COUNTY COMMISSIONERS, DISTRICT B
- BOARD OF EDUCATION, DISTRICT 4
- BALLOT QUESTIONS 1, 2 AND 3 (General Election only)
The following candidates and issues are included in the General Election for the Maryland Oral Presentation.

**PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES - VOTE FOR ONE**

Kim A. Adams (Missouri)  DEMOCRATIC
And
Gregory Jackson (Mississippi)  DEMOCRATIC
Richard S. Black (Tennessee)  REPUBLICAN
And
Robert Allen Vennik (Arkansas)  REPUBLICAN
Tom Doolin, Jr. (Indiana)  GREEN
And
Roger Meyers (West Virginia)  GREEN
Samuel Adams (California)  LIBERTARIAN
And
Donna V. Vogel (South Carolina)  LIBERTARIAN
Christopher Jeffery (Indiana)  CONSTITUTION
And
Harvey P. Petty (Florida)  CONSTITUTION

**REPRESENTATIVE IN CONGRESS, DISTRICT 3 VOTE FOR ONE**

Ronald Hall  DEMOCRATIC
Ron Holley  REPUBLICAN
Paul Luther  LIBERTARIAN
Brenda Luke-Johansson  UNAFFILIATED

**REPRESENTATIVE IN CONGRESS, DISTRICT 5 VOTE FOR ONE**

Ben McDonald  DEMOCRATIC
Carol M. Parton  REPUBLICAN
Iona Sheffy Peekman  GREEN
Joseph "Joe" Merck  LIBERTARIAN
### HOUSE OF DELEGATES, DISTRICT 1A - VOTE FOR ONE

<table>
<thead>
<tr>
<th>Name</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthony Donnelly</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Steven Roberts</td>
<td>REPUBLICAN</td>
</tr>
</tbody>
</table>

### HOUSE OF DELEGATES, DISTRICT 1B - VOTE FOR TWO

<table>
<thead>
<tr>
<th>Name</th>
<th>Party</th>
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</thead>
<tbody>
<tr>
<td>Kevin O'Kelly</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Kelly Mahoney</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Richard DiSirena</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Samuel del Marco</td>
<td>REPUBLICAN</td>
</tr>
</tbody>
</table>

### HOUSE OF DELEGATES, DISTRICT 7 - VOTE FOR THREE

<table>
<thead>
<tr>
<th>Name</th>
<th>Party</th>
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</thead>
<tbody>
<tr>
<td>Mary-Dulaney Baldwin</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>MaryAnne Michelle Sophocleus</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>William Jonathan Valderama, Sr.</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Donna Ebert</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Rick Ford</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Robert R. Sullivan</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Donald H. Brown</td>
<td>GREEN</td>
</tr>
<tr>
<td>Jody S. Clark</td>
<td>UNAFFILIATED</td>
</tr>
</tbody>
</table>

### HOUSE OF DELEGATES, DISTRICT 9 - VOTE FOR THREE - NOT MORE THAN ONE FROM ANY ONE COUNTY

<table>
<thead>
<tr>
<th>Name</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Malcom MacDonald (Caroline County)</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Robert A. McKee (Cecil County)</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Kenneth Krantz (Kent County)</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Neil Drew (Queen Anne's County)</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Gary Armbruster (Talbot County)</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Emily P. Munster (Talbot County)</td>
<td>REPUBLICAN</td>
</tr>
</tbody>
</table>

### COUNTY COMMISSIONERS, DISTRICT A - VOTE FOR ONE

<table>
<thead>
<tr>
<th>Name</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles X. Maxey</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Peter Wood</td>
<td>REPUBLICAN</td>
</tr>
<tr>
<td>Rushton Frush</td>
<td>UNAFFILIATED</td>
</tr>
</tbody>
</table>

### COUNTY COMMISSIONERS, DISTRICT B - VOTE FOR ONE

<table>
<thead>
<tr>
<th>Name</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leon G. Lowenstein</td>
<td>DEMOCRATIC</td>
</tr>
<tr>
<td>Milton C. Curtis</td>
<td>REPUBLICAN</td>
</tr>
</tbody>
</table>

### BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR FOUR

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>George Bardfield</td>
<td>(Unopposed)</td>
</tr>
<tr>
<td>Todd Bell</td>
<td>(Unopposed)</td>
</tr>
<tr>
<td>Chris Townsend</td>
<td>(Unopposed)</td>
</tr>
<tr>
<td>Shirley Ashworth Vine</td>
<td>(Unopposed)</td>
</tr>
</tbody>
</table>
BALLOT QUESTION NO. 1 - County Wide

Question No. 1
Constitutional Amendment
Election and Terms of Office for the Board of County Commissioners

Excepts the Board of County Commissioners from the constitutional requirements that all State and county elections be held only in every fourth year on a particular date and that all State and county officers hold four-year terms, in order to allow staggered terms with elections held every second year.

For the Constitutional Amendment
Against the Constitutional Amendment

BALLOT QUESTION NO. 2 - County Wide

Question No. 2
Countywide Referendum
Neighborhood Renewal Authority

Expressly authorizes the County to acquire and develop or dispose of property within certain described areas (Essex Middle River Waterfront areas, the Yorkway area in Dundalk, and the Liberty Road area) for declared public neighborhood renewal purposes by amending a public local law; designates specific properties eligible for acquisition by eminent domain following the adoption of an implementation plan; requires the County to pay the owner just compensation for property acquired by eminent domain and to offer financial assistance and payments to displaced property owners or tenants; authorizes the County to sell properties acquired by eminent domain only if investment in the property equals or exceeds the purchase price paid by the County; and terminates the granted eminent domain powers on July 1, 2012.

For the Referendum
Against the Referendum

BALLOT QUESTION NO. 3 - Precincts 1 and 6 only

Question No. 3
Straw Poll
Method of Selecting Board of Education Members

Do you favor changing the method of selection of the members of the County Board Of Education from District 1 from appointment by the Governor to election by the voters of District 1?

For the Straw Poll
Against the Straw Poll
The following candidates and issues are included in the Democratic Primary Election for the Maryland Oral Presentation.

**PRESIDENT OF THE UNITED STATES - VOTE FOR ONE**

- Colin Snead (District of Columbia)
- Jewel Sexton-MacDougal (Texas)
- Eugene William White, Jr. (Nevada)
- Kim A. Adams (Missouri)
- David Van Day, Jr. (Maryland)

**HOUSE OF REPRESENTATIVES, DISTRICT 3 - VOTE FOR ONE**

- Robert Hunter
- Wyatt McShells
- Ronald Hall
- Donald Hall

**HOUSE OF REPRESENTATIVES, DISTRICT 5 - VOTE FOR ONE**

- Lane Martin-Jackson
- Michael "Mick" Jagger
- Hodge Martin
- Ben McDonald

**HOUSE OF DELEGATES, SUB-DISTRICT 1A - VOTE FOR ONE**

- Anthony Donnelly
- Sheila Oliver

**HOUSE OF DELEGATES, DISTRICT 1B - VOTE FOR TWO**

- Kevin Kelly
- Kevin O'Kelly
- Kelly Mahoney

**HOUSE OF DELEGATES, DISTRICT 7 - VOTE FOR THREE**

- William Johnathan Valderama, Sr.
- Sabrina Wentworth
- Mary-Dulany Baldwin
- MaryAnne Michelle Sophocleus
HOUSE OF DELEGATES, DISTRICT 9 - VOTE FOR THREE – NO MORE THAN ONE FROM ANY ONE COUNTY

Robert A. McKee (Cecil County) (Unopposed)
Malcolm MacDonald (Caroline County)
Sarah Mack (Caroline County)
Gary Armbruster (Talbot County) (Unopposed)

COUNTY COMMISSIONERS, DISTRICT A - VOTE FOR ONE

Charles X. Maxey
Susie M. Cronos
Michael M. Mason, Jr.
James J. Mantas

COUNTY COMMISSIONERS, DISTRICT B - VOTE FOR ONE

Gail Smith-Lord
Todd David Writtle
Sharon Danbury
Leon G. Lowenstein

BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR TWO

George Bardfield
Todd Bell
Chris Townsend
Shirley Ashworth Vine
The following candidates and issues are included in the Republican Primary Election for the Maryland Oral Presentation.

PRESIDENT OF THE UNITED STATES - VOTE FOR ONE

Franklin Bogers (Alaska)
Donald S. Sanders (Pennsylvania)
Kent Sager Blackwell (Texas)
Richard S. Black (Tennessee)

REPRESENTATIVE IN CONGRESS, DISTRICT 3 - VOTE FOR ONE

Franklin P. Smith
Joan Sims
Jewel Samantha Sears
Ron Holley

REPRESENTATIVE IN CONGRESS, DISTRICT 5 - VOTE FOR ONE

Dennis T. Foster
Warren W. George
Wayne Watson George
Carol M. Parton

HOUSE OF DELEGATES, DISTRICT 1A - VOTE FOR ONE

Steven Roberts
Stephen Robertson

HOUSE OF DELEGATES, DISTRICT 1B - VOTE FOR TWO

Richard DiSirena (Unopposed)
Samuel del Marco (Unopposed)

HOUSE OF DELEGATES, DISTRICT 7 - VOTE FOR THREE

Rick Ford (Unopposed)
Robert S. Sullivan (Unopposed)
Donna Ebert (Unopposed)
HOUSE OF DELEGATES, DISTRICT 9 - VOTE FOR THREE – NOT MORE THAN ONE FROM ANY ONE COUNTY

Neil Drew (Queen Anne's County)
Peter Vaughan (Queen Anne's County)
Sarah Jennings (Cecil County)
David Eidson (Kent County)
Kenneth Krantz (Kent County)
Emily P. Munster (Talbot County)

COUNTY COMMISSIONER, DISTRICT A - VOTE FOR ONE

Peter Wood
Timothy P. Agusta
Sherri Proctor
Bob Segar

COUNTY COMMISSIONER, DISTRICT B - VOTE FOR ONE

Ruthie Goldenstein
Janie van Holster
Madison T. Carter
M. Milton Carter-Jackson

BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR TWO

George Bardfield
Todd Bell
Chris Townsend
Shirley Ashworth Vine
Maryland State Board of Elections
Optical Scan Voting System Oral Presentation

Somewhere County, Maryland
Maryland Oral Presentation
Non-Partisan Primary

The following candidates and issues are included in the Non-partisan Primary Election for the Maryland Oral Presentation.

BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR TWO

George Bardfield
Todd Bell
Chris Townsend
Shirley Ashworth Vine
ATTACHMENT E

CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the ___________________________________________ and the duly authorized representative of __________________________ (title) 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 OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic__) (foreign__) corporation registered in accordance with 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 Assessment and Taxation is:

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 Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated ________________, 2008, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.
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)
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 ________________

☐ Checking   ☐ Money Market   ☐ Savings

Account type

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.

COT/GAD X-10
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.

COT/GAD X-10
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.
LIVING WAGE AFFIDAVIT OF AGREEMENT

Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. SBE-2010-02

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
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 a Statewide Optical Scan Voting System 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 elections-related 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-2010-02

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 ____________________________________            By ________________________________
Attorney-in-Fact                      Maryland Agent

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

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surety</th>
<th>Obligee</th>
</tr>
</thead>
<tbody>
<tr>
<td>a corporation of the State of .......................................</td>
<td>STATE OF MARYLAND</td>
</tr>
<tr>
<td>and authorized to do business in the State of Maryland</td>
<td>By and through the following</td>
</tr>
<tr>
<td>Administration........................................................</td>
<td>Administration........................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Penal Sum of Bond (express in words and figures)</th>
<th>Date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>..........................20.....</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>..........................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Bond Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td>..........................................................20.....</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>..........................................................20.....</td>
</tr>
</tbody>
</table>

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:  

Witness..................................................................as to ............................................... ...............................................(SEAL)

In Presence of:  

Co-Partnership Principal

...............................................................................................(SEAL)

(��を替える) Partnernesship Principal

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

.......................................................................as to .................................................. ...................................................……..(SEAL)

.......................................................................as to .................................................. ....................................................…….(SEAL)

Corporate Principal

................................................................................................

Attest:  

.............................................................(SEAL)

By:..................................................................................CORPORATE SEAL

Title: .................................................................

Bonding Agent's Name:..........................................   ........

Agent's Address.......................................................

Approved as to legal form and sufficiency

this .......... day of ................................................. 20......

.................................................................................................................................

Asst. Attorney General
PERFORMANCE GUARANDEES

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 contract. 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 have minimal to no language, grammar, and spelling errors
   1.3. Accuracy
       1.3.1. All documentation submitted by the vendor shall have 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 mutual 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 solicitation
   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. Voting System Equipment Repairs, Modifications, and Upgrades
   3.1. 30 Day repair timeframe
      3.1.1. All repairs for voting equipment must be completed within 30 days
      3.1.2. 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
      3.1.3. A one (1) point deduction will occur for each day each unit is being repaired over 30 days.
   3.2. Modifications and Upgrades
      3.2.1. All modifications required to maintain equipment

4. Project Management
   4.1. Attendance at weekly status meetings with minimal cancellations due to scheduling conflicts
   4.2. SBE Project Manager Satisfaction Survey
      4.2.1. 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.
   4.3. 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

<table>
<thead>
<tr>
<th>AREAS OF EVALUATION</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QUALITY OF DOCUMENTATION</strong></td>
<td></td>
</tr>
<tr>
<td>Meets SBE Style Guide specifications</td>
<td>0</td>
</tr>
<tr>
<td>Grammar</td>
<td>0</td>
</tr>
<tr>
<td>Spelling</td>
<td>0</td>
</tr>
<tr>
<td>Accuracy of information</td>
<td>0</td>
</tr>
<tr>
<td>Delivery Time</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>SCHEDULED DELIVERABLES</strong></td>
<td></td>
</tr>
<tr>
<td>Status Report</td>
<td>0</td>
</tr>
<tr>
<td>Individual status report received for all key personnel</td>
<td>0</td>
</tr>
<tr>
<td>Complete</td>
<td>0</td>
</tr>
<tr>
<td>Information accurate</td>
<td>0</td>
</tr>
<tr>
<td>All time accounted for</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>INVOICES</strong></td>
<td></td>
</tr>
<tr>
<td>Monthly invoice delivered on time</td>
<td>0</td>
</tr>
<tr>
<td>Special Service invoice delivered on time</td>
<td>0</td>
</tr>
<tr>
<td>Complete</td>
<td>0</td>
</tr>
<tr>
<td>Information accurate</td>
<td>0</td>
</tr>
<tr>
<td>Information accurate</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>DASHBOARDS</strong></td>
<td></td>
</tr>
<tr>
<td>Delivered on time</td>
<td>0</td>
</tr>
<tr>
<td>Complete</td>
<td>0</td>
</tr>
<tr>
<td>Information accurate</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>TRAINING</strong></td>
<td></td>
</tr>
<tr>
<td>Quality Survey score (average Score)</td>
<td></td>
</tr>
<tr>
<td>LBE Satisfaction Survey score (average Score)</td>
<td></td>
</tr>
<tr>
<td>Training Content Evaluation</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>VOTER OUTREACH</strong></td>
<td></td>
</tr>
<tr>
<td>Voter Satisfaction Survey Score (Average Score)</td>
<td></td>
</tr>
<tr>
<td>Host Satisfaction Survey Score (Average Score)</td>
<td></td>
</tr>
<tr>
<td>Audit Report Score (Actual Score)</td>
<td></td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>EQUIPMENT REPAIRS</strong></td>
<td></td>
</tr>
<tr>
<td>No. of Units in repair over 30 days</td>
<td></td>
</tr>
<tr>
<td>Total number of days</td>
<td></td>
</tr>
<tr>
<td>Total Repair Deductions</td>
<td></td>
</tr>
<tr>
<td>Upgrades are completed within 30 days of upgrade availability</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>PROJECT MANAGEMENT</strong></td>
<td></td>
</tr>
<tr>
<td>Attendance at Weekly Status Meeting</td>
<td>0</td>
</tr>
<tr>
<td>SBE Project manager Survey (Average Score)</td>
<td></td>
</tr>
<tr>
<td>Attendance at Weekly Status Meeting</td>
<td>0</td>
</tr>
<tr>
<td><strong>SCORE</strong></td>
<td>0</td>
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Election Law Article

§ 9-205. Content.
Each ballot shall contain:
(1) a heading as provided in § 9-206(a) of this subtitle;
(2) a statement of each question that has met all of the qualifications to appear on the ballot;
(3) the title of each office to be voted on;
(4) the name, as specified in the certificate of candidacy, or as otherwise provided in Title 5 of this article, of each candidate who has been certified by the State Board;
(5) a party designation for certain candidates as provided in this subtitle;
(6) a means by which a voter may cast write-in votes, as provided in this subtitle; and
(7) instructions to voters as provided in this subtitle.

(a) Heading.- Except as provided in paragraph (2) of this subsection, a heading shall be printed at the top of the ballot and shall contain, in the following order:
(1) the words "Official Ballot";
(2) the type of election, i.e., regular or special, primary or general, and any other information required to identify the election being held;
(3) the date of the election;
(4) the words "State of Maryland" and the name of the county;
(5) in a primary election, the name of the political party or the words "nonpartisan ballot", as applicable, for which the ballot or a portion of the ballot is to be used; and
(6) if more than one ballot style will be used in the county in the election, the ballot style indicator.
(b) Exception.- The provisions of subsection (a) of this section do not apply to a voting machine ballot if the State Board determines there is insufficient space.

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 technol-
   ogy to use this particular voting system in performing the functions re-
   quired 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 speci-
   fied 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), An-
   notated 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 Mary-
   land.
.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
ELECTIONS

(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)
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)
.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;
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/manufacturer's knowledge, the vendor/manufacturer or any principal in the vendor's/manufacturer'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)
.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. Pre-election 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)
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
### VOTING SYSTEM IMPLEMENTATION SCHEDULE OF DELIVERABLES

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable / Milestone</th>
<th>Start Date</th>
<th>Finish Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Secure All Equipment for Certification</td>
<td>12/03/09</td>
<td>12/03/09</td>
</tr>
<tr>
<td>2</td>
<td>Maryland Certification Testing</td>
<td>12/04/09</td>
<td>12/17/09</td>
</tr>
<tr>
<td>3</td>
<td>Pilot / Mock Election²</td>
<td>12/18/09</td>
<td>12/24/09</td>
</tr>
<tr>
<td>4</td>
<td>Voting System Maryland Certified²</td>
<td>12/31/09</td>
<td>12/31/09</td>
</tr>
<tr>
<td>5</td>
<td>Contract Award¹</td>
<td>02/24/10</td>
<td>02/24/10</td>
</tr>
<tr>
<td>6</td>
<td>Notice to Proceed²</td>
<td>02/26/10</td>
<td>02/26/10</td>
</tr>
<tr>
<td>7</td>
<td>Voting System Kickoff Meeting</td>
<td>03/04/10</td>
<td>03/04/10</td>
</tr>
<tr>
<td>8</td>
<td>Voting System Documentation Delivered to SBE</td>
<td>03/09/10</td>
<td>03/09/10</td>
</tr>
<tr>
<td>9</td>
<td>Initial Project Plan Due to SBE</td>
<td>03/09/10</td>
<td>03/09/10</td>
</tr>
<tr>
<td>10</td>
<td>Voting System Training Plan Delivered to SBE</td>
<td>03/09/10</td>
<td>03/09/10</td>
</tr>
<tr>
<td>11</td>
<td>Voting System Training Plan Approval</td>
<td>03/16/10</td>
<td>03/16/10</td>
</tr>
<tr>
<td>12</td>
<td>Voting System Training for SBE / Local Board / Staff / other Election Resources²</td>
<td>03/17/10</td>
<td>07/20/10</td>
</tr>
<tr>
<td>13</td>
<td>Voting System Equipment Delivery to State of Maryland</td>
<td>04/28/10</td>
<td>06/28/10</td>
</tr>
<tr>
<td>14</td>
<td>Voting System Diagnostic and Acceptance Testing²</td>
<td>04/28/10</td>
<td>07/08/10</td>
</tr>
<tr>
<td>15</td>
<td>Updated Full Project Plan Due to SBE</td>
<td>05/10/10</td>
<td>05/10/10</td>
</tr>
<tr>
<td>16</td>
<td>Voting System Equipment Delivered to Local Boards</td>
<td>05/10/10</td>
<td>07/20/10</td>
</tr>
<tr>
<td>17</td>
<td>Voting System Implementation at Local Boards</td>
<td>05/13/10</td>
<td>07/23/10</td>
</tr>
<tr>
<td>18</td>
<td>SBE Preliminary Signoff of Voting System</td>
<td>07/28/10</td>
<td>07/28/10</td>
</tr>
<tr>
<td>19</td>
<td>Voting System Ready for Maryland Elections</td>
<td>07/28/10</td>
<td>07/28/10</td>
</tr>
</tbody>
</table>

1 Date is directly associated with the to be determined Maryland Board of Public Works meeting schedule.

2 Certain components are the primary responsibility of the contractor while others are the responsibility of SBE with the full support of the Contractor.
OPTICAL SCAN VOTING SYSTEM 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, upon request, 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 3 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 the RFP Section 2.15.2.6 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.
      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;
         ▪ Project deliverables;
         ▪ 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. Roles and Responsibilities Matrix
iii. Schedule Management Plan that shall detail how the Contractor will develop and manage its project schedule;
iv. 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.
v. 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.
vi. 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 and the 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.
vii. A Training Plan shall be developed and maintained by the Contractor. The plan should include:
  • A detailed strategy and approach for executing the several levels of training for the several functions (e.g. pollworkers, voter outreach, technical, etc.) related to the vendor’s voting system.
viii. 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.

ix. 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. Project Configuration Management Requirements
   a. The Contractor shall establish and deliver to SBE specific procedures for configuration management, including:
      i. The detailed procedures for requesting changes to the voting system (e.g. software) and its related equipment; and
      ii. A description of how software modification requests are reviewed and prioritized.
   b. These procedures shall include identification, tracking, resolving, and communication of issues and requests.
   c. The Contractor shall coordinate the receipt, tracking, resolution, and communication of solutions for project management issues or system deficiencies identified by SBE during the implementation of the voting system and any period (e.g. Operations and Maintenance) following the implementation of the voting system.

3. Hardware, Software and Firmware Documentation  - The Contractor shall provide, within ten days of notice to proceed, the appropriate documentation and related materials for the following:
   a. A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system;
   b. Digital media storage device containing copies of all source code files required to develop the system object code and firmware with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a Microsoft-based operating system;
   c. System flow charts describing the information flow, entry and exit points, and the relationship of programs, device drivers, data files, and other program components;
   d. Identification of version, release, and modification levels of all software and firmware components;
e. Identification of the steps and procedures required to generate all program modules providing system functions for which certification is requested;
f. One hard copy and an electronic copy of the complete set of user and technical documentation for all hardware components required to operate each system;
g. With respect to third party items provided to SBE, copies of all relevant technical and user documentation and warranties necessary for operation of the Contractor’s voting system;
h. Recommended security protocols; and
i. Information identifying any operating features and services that are not required and can be disabled for normal operational use.

   a. The Contractor shall provide content in the approved state 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.

5. 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.

6. 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

7. User Manuals - The Contractor shall provide comprehensive user manuals for voting system equipment and corresponding accessories.

8. Post Election Maintenance Plan – The Contractor shall provide content for the SBE’s post election maintenance plan for all equipment provided and used during an election.

9. Repair Plan – The contractor shall provide a comprehensive repair plan which shall detail the repair process for all voting systems equipment, including all documentation requirements and repair process tracking.

10. Acceptance and Testing Plan – The contractor shall provide a proposed Acceptance and Testing Plan which shall detail the testing requirements for all new and repaired equipment to be completed prior to equipment acceptance by the State. The plan shall conform to the requirements of COMAR 33.09.05.12.

11. Power Management Plan – The contractor shall provide a comprehensive power management plan detailing the strategy and processes required to;
   a. Maintain operations of their voting equipment during power interruptions; and
   b. Battery maintenance while equipment is being stored.

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.
12. Transportation Plan – The contractor shall provide content on the requirements for transporting their optical scan voting system and the related equipment.

13. Site Surveys – The contractor shall provide content to SBE for the development/update of the precinct site surveys.
PROPOSAL TRANSMITTAL FORM FOR SBE-2010-022009-09

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:
CHAPTER 428

(House Bill 893)

AN ACT concerning

Election Law – Voting Systems – Requirements

FOR the purpose of authorizing the State Board of Elections to certify a voting system that has been examined by an independent testing laboratory approved by the National Association of State Election Directors; requiring the State Board to select and certify the voting system that best satisfies certain requirements if at the time of procurement of a voting system there are no voting systems commercially available that entirely satisfy certain requirements; specifying that certain requirements for the selection and certification of a statewide voting system are subject to certain provisions of law; requiring the State Board of Elections to take certain actions if at the time of procurement of a voting system there is not commercially available a voting system that satisfies certain requirements; requiring the State Board to select and certify a voting system that satisfies certain requirements with specified exceptions; requiring the State Board to provide only at least one voting machine in each polling place on election day that is accessible to voters with disabilities and available for use by all voters; providing that a voting machine that is accessible to voters with disabilities is not required to provide a certain paper record; requiring the State Board to certify and deploy one voting machine in each polling place that provides a certain paper record and is shown by a certain laboratory to meet certain accessibility requirements for voters with disabilities within a certain time; a voting machine that provides a voter-verifiable paper record within a certain time after a certain determination; requiring the State Board to discontinue use, at a certain time, of any voting machines that do not provide a certain paper record within a certain time; altering the application of a certain prior Act; requiring the State Board to notify the Department of Legislative Services no later than a certain number of days after the first election in which voting machines are used that meet certain requirements; providing for the termination of this Act a certain number of days after receipt of certain notice; making this Act an emergency measure; and generally relating to the selection and certification of voting systems.

BY repealing and reenacting, with amendments,
Article – Election Law
Section 9–101 and 9–102
Annotated Code of Maryland
(2003 Volume and 2008 Supplement)

BY repealing and reenacting, with amendments,
Section 2

BY repealing and reenacting, with amendments,
Section 2

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article – Election Law

9–101.

(A) **THE REQUIREMENTS OF THIS SECTION ARE SUBJECT TO § 9–102(J) OF THIS SUBTITLE.**

[(a)](B) The State Board, in consultation with the local boards, shall select and certify a voting system for voting in polling places and a voting system for absentee voting.

[(b)](C) The voting system selected and certified for voting in polling places and the voting system selected and certified for absentee voting shall be used in all counties.

[(c)](D) The State Board shall acquire:

1. the voting system selected and certified for voting in polling places; and

2. the voting system selected and certified for absentee voting.

9–102.

(a) In this section, a “voter–verifiable paper record” includes:

1. a paper ballot prepared by the voter for the purpose of being read by a precinct–based optical scanner;

2. a paper ballot prepared by the voter to be mailed to the applicable local board, whether mailed from a domestic or an overseas location; and

3. a paper ballot created through the use of a ballot marking device.

(b) The State Board shall adopt regulations for the review, certification, and decertification of voting systems.
(c) The State Board shall periodically review and evaluate alternative voting systems.

(d) The State Board may not certify a voting system unless the State Board determines that:

(1) the voting system will:

   (i) protect the secrecy of the ballot;

   (ii) protect the security of the voting process;

   (iii) count and record all votes accurately;

   (iv) accommodate any ballot used under this article;

   (v) protect all other rights of voters and candidates;

   (vi) be capable of creating a paper record of all votes cast in order that an audit trail is available in the event of a recount, including a manual recount; and

   (vii) provide a voter-verifyable paper record that:

       1. is an individual document that is physically separated from any other similar document and not part of a continuous roll;

       2. is sufficiently durable to withstand repeated handling for the purposes of mandatory random audits and recounts; and

       3. uses ink that does not fade, smear, or otherwise degrade and obscure or obliterate the paper record over time;

(2) the voting system has been:

   (i) examined by an independent testing laboratory that is approved by the U.S. Election Assistance Commission OR THE NATIONAL ASSOCIATION OF STATE ELECTION DIRECTORS; and

   (ii) shown by the testing laboratory to meet the performance and test standards for electronic voting systems established by the Federal Election Commission or the U.S. Election Assistance Commission; and

(3) the public interest will be served by the certification of the voting system.
(e) In determining whether a voting system meets the required standards, the State Board shall consider:

(1) the commercial availability of the system and its replacement parts and components;

(2) the availability of continuing service for the system;

(3) the cost of implementing the system;

(4) the efficiency of the system;

(5) the likelihood that the system will malfunction;

(6) the system's ease of understanding for the voter;

(7) the convenience of voting afforded by the system;

(8) the timeliness of the tabulation and reporting of election returns;

(9) the potential for an alternative means of verifying the tabulation;

(10) accessibility for all voters with disabilities recognized by the Americans with Disabilities Act; and

(11) any other factor that the State Board considers relevant.

(f) A voting system selected, certified, and implemented under this section shall:

(1) provide access to voters with disabilities that is equivalent to access afforded voters without disabilities without creating a segregated ballot for voters with disabilities;

(2) ensure the independent, private casting, inspection, verification, and correction of secret ballots by voters with disabilities in an accessible media by both visual and nonvisual means, including synchronized audio output and enhanced visual display; and

(g) (1) At least one voting system in each polling place on election day shall provide access for voters with disabilities in compliance with subsection (f) of this section.

(2) The State Board shall ensure that adequate backup equipment is available and contingency plans are established to ensure compliance with paragraph (1) of this subsection.

(h) Before the selection of a voting system, the State Board shall:

(1) ensure that an accessible voting system conforms to the access requirements of the Voluntary Voting System Guidelines developed in accordance with the Help America Vote Act in effect at the time of selection; and

(2) conduct an accessibility and usability evaluation of the voting system to assess its accessibility and usability by voters with disabilities, including:

(i) a public demonstration of the system; and

(ii) an evaluation by individuals representing a cross-section of voters with disabilities.

(i) (1) The State Board shall adopt regulations relating to requirements for each voting system selected and certified under § 9-101 of this subtitle.

(2) The regulations shall specify the procedures necessary to assure that the standards of this title are maintained, including:

(i) a description of the voting system;

(ii) a public information program by the local board, at the time of introduction of a new voting system, to be directed to all voters, candidates, campaign groups, schools, and news media in the county;

(iii) local election officials’ responsibility for management of the system;

(iv) the actions required to assure the security of the voting system;

(v) the supplies and equipment required;

(vi) the storage, delivery, and return of the supplies and equipment necessary for the operation of the voting system;
(vii) standards for training election officials in the operation and use of the voting system;

(viii) before each election and for all ballot styles to be used, testing by the members of the local board to ensure the accuracy of tallying, tabulation, and reporting of the vote, and observing of that testing by representatives of political parties and of candidates who are not affiliated with political parties;

(ix) the number of voting stations or voting booths required in each polling place, in relation to the number of registered voters assigned to the polling place;

(x) the practices and procedures in each polling place appropriate to the operation of the voting system;

(xi) assuring ballot accountability in systems using a document ballot;

(xii) the actions required to tabulate votes; and

(xiii) postelection review and audit of the system’s output.

(3) Certification of a voting system is not effective until the regulations applicable to the voting system have been adopted.

(J) **NOTWITHSTANDING THE REQUIREMENTS OF SUBSECTIONS (F)(3) AND (II)(1) OF THIS SECTION, IF AT THE TIME OF PROCUREMENT OF A VOTING SYSTEM THERE ARE NO VOTING SYSTEMS COMMERCIALY AVAILABLE THAT SATISFY THE REQUIREMENTS OF SUBSECTIONS (F)(3) AND (II)(1) OF THIS SECTION, THE STATE BOARD SHALL SELECT AND CERTIFY THE VOTING SYSTEM THAT BEST SATISFIES THE REQUIREMENTS OF SUBSECTIONS (F)(3) AND (II)(1) OF THIS SECTION.**

(J) (1) **THIS SUBSECTION APPLIES ONLY IF, AT THE TIME OF PROCUREMENT OF A VOTING SYSTEM, THERE IS NOT A COMMERCIALY AVAILABLE VOTING SYSTEM THAT SATISFIES ALL THE REQUIREMENTS OF THIS SECTION.**

(2) (i) **EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, THE STATE BOARD SHALL SELECT, CERTIFY, AND DEPLOY A VOTING SYSTEM THAT SATISFIES ALL THE REQUIREMENTS OF THIS SECTION.**

(ii) **NOTWITHSTANDING SUBSECTION (D)(2)(I) OF THIS SECTION, A VOTING SYSTEM SELECTED AND CERTIFIED UNDER THIS SUBSECTION SHALL HAVE BEEN EXAMINED BY AN INDEPENDENT TESTING**
LABORATORY THAT IS APPROVED BY THE U.S. ELECTION ASSISTANCE COMMISSION OR THE NATIONAL ASSOCIATION OF STATE ELECTION DIRECTORS.

(III) NOTWITHSTANDING SUBSECTIONS (F)(3) AND (H)(1) OF THIS SECTION, A VOTING SYSTEM SELECTED AND CERTIFIED IS NOT REQUIRED TO COMPLY WITH THE ACCESSIBILITY STANDARDS OF THE VOLUNTARY VOTING SYSTEM GUIDELINES UNDER THE HELP AMERICA VOTE ACT.

(3) (I) SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, THE STATE BOARD SHALL PROVIDE ONLY AT LEAST ONE VOTING MACHINE IN EACH POLLING PLACE ON ELECTION DAY THAT IS:

1. ACCESSIBLE TO VOTERS WITH DISABILITIES IN ACCORDANCE WITH SUBSECTION (F)(2) OF THIS SECTION; AND

2. AVAILABLE FOR USE BY ALL VOTERS.

(II) A VOTING MACHINE UNDER THIS PARAGRAPH IS NOT REQUIRED TO PROVIDE A VOTER–VERIFIABLE PAPER RECORD IN ACCORDANCE WITH SUBSECTION (D)(1)(VII) OF THIS SECTION.

(4) WITHIN 2 YEARS AFTER A VOTING MACHINE THAT PROVIDES A VOTER–VERIFIABLE PAPER RECORD HAS BEEN EXAMINED BY AN INDEPENDENT TESTING LABORATORY THAT IS APPROVED BY THE U.S. ELECTION ASSISTANCE COMMISSION AND SHOWN BY THE TESTING LABORATORY TO MEET THE REQUIREMENTS OF SUBSECTIONS (F)(3) AND (H)(1) OF THIS SECTION, THE STATE BOARD SHALL:

(I) CERTIFY AND DEPLOY ONE SUCH MACHINE IN EACH POLLING PLACE; AND

(II) DISCONTINUE USE UNDER PARAGRAPH (3) OF THIS SUBSECTION OF ANY VOTING MACHINES THAT DO NOT PROVIDE A VOTER–VERIFIABLE PAPER RECORD.

(4) (I) THE STATE BOARD SHALL CERTIFY AND DEPLOY A VOTING MACHINE THAT PROVIDES A VOTER–VERIFIABLE PAPER RECORD WITHIN 2 YEARS AFTER A DETERMINATION THAT:

1. THE VOTING MACHINE HAS BEEN EXAMINED BY AN INDEPENDENT TESTING LABORATORY THAT IS APPROVED BY THE U.S. ELECTION ASSISTANCE COMMISSION AND SHOWN BY THE TESTING
LABORATORY TO MEET THE REQUIREMENTS OF SUBSECTIONS (F)(3) AND (H)(1) OF THIS SECTION;

2. THE VOTING MACHINE IS COMPATIBLE WITH THE VOTING SYSTEM SELECTED AND CERTIFIED FOR VOTING IN POLLING PLACES IN THE STATE; AND

3. THE VOTING MACHINE MEETS THE STATE CERTIFICATION REQUIREMENTS UNDER THIS SECTION.

(II) ON CERTIFICATION AND DEPLOYMENT OF A VOTING MACHINE THAT PROVIDES A VOTER-VERIFIABLE PAPER RECORD IN ACCORDANCE WITH SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE STATE BOARD SHALL DISCONTINUE THE USE OF ANY VOTING MACHINE THAT DOES NOT PROVIDE A VOTER-VERIFIABLE PAPER RECORD.

Chapter 547 of the Acts of 2007

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall apply to each election [occurring on or after January 1, 2010] BEGINNING WITH THE 2010 GUBERNATORIAL PRIMARY ELECTION, that is required to be conducted in accordance with the Election Law Article.

Chapter 548 of the Acts of 2007

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall apply to each election [occurring on or after January 1, 2010] BEGINNING WITH THE 2010 GUBERNATORIAL PRIMARY ELECTION, that is required to be conducted in accordance with the Election Law Article.

SECTION 2. AND BE IT FURTHER ENACTED, That:

(1) The State Board of Elections shall notify the Department of Legislative Services no later than 15 days after the first election in which voting machines are used that:

(i) produce a voter-verifyable paper record; and

(ii) were examined by an independent testing laboratory that is approved by the U.S. Election Assistance Commission and shown by the testing laboratory to meet the requirements of § 9–102(f)(3) and (h)(1) of the Election Law Article.
(2) Five days after the Department of Legislative Services receives notice under paragraph (1) of this section, this Act shall be abrogated and of no further force and effect.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act is an emergency measure, is necessary for the immediate preservation of the public health or safety, has been passed by a yea and nay vote supported by three-fifths of all the members elected to each of the two Houses of the General Assembly, and shall take effect from the date it is enacted.

Approved by the Governor, May 7, 2009.
### DEPARTMENT OF GENERAL SERVICES
#### RECORDS MANAGEMENT DIVISION
#### RECORDS RETENTION AND DISPOSAL SCHEDULE

<table>
<thead>
<tr>
<th>Agency</th>
<th>Maryland State Board of Elections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Unit</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description (Supersedes 1066 and 1137)</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.</td>
<td>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.</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td>1.</td>
<td>STATE BOARD OF ELECTIONS MINUTES</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td>These files contain Board meeting agendas and minutes pertaining to the official acts and policy decisions of SBE.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>GENERAL ADMINISTRATIVE CORRESPONDENCE FILE</td>
<td>Retain all general correspondence for 3 years; then destroy.</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>LITIGATION AND LEGAL ADVICE</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>PROCEDURES, POLICIES AND DIRECTIVES</td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td>This file series contains all procedures, policies and directives of the SBE or the Administrator in carrying out mandated duties.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>REGULATIONS BACKUP MATERIAL</td>
<td>Retain as long as regulation is in effect; then destroy.</td>
</tr>
</tbody>
</table>

Approved by Department, Agency, or Division Representative.

**Date**: June 5, 2003

**Signature**

**Type Name**: Terry R. Holliday

**Title**: Deputy Director, Candidacy and Campaign Finance

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<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td><strong>VOTER REGISTRATION STATISTICS</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>This file series contains documents relating to Voter Registration Statistics.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td><strong>LEGISLATION</strong></td>
<td>Retain 10 years, then destroy</td>
</tr>
<tr>
<td></td>
<td>This file series contains all correspondence and memos relating to proposed</td>
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<td></td>
<td>legislation by or affecting SBE.</td>
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</tr>
<tr>
<td>8.</td>
<td><strong>DATA PROCESSING FILES</strong></td>
<td>Retain 5 years, then destroy</td>
</tr>
<tr>
<td></td>
<td>This file series contains all files on the employees' workstations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and/or office servers.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td><strong>CAMPAIGN FINANCING AND CANDIDACY RECORDS</strong></td>
<td>Retain for 4 years from the date of election; then send to the State Archives for permanent</td>
</tr>
<tr>
<td></td>
<td>This file series contains all documents filed by candidates in accordance</td>
<td>retention.</td>
</tr>
<tr>
<td></td>
<td>with the Maryland Law Relating to Campaign Finance, including Title 14</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td><strong>FEDERAL CAMPAIGN FUND REPORTS</strong></td>
<td>Retain 22 months, then destroy</td>
</tr>
<tr>
<td>10.</td>
<td><strong>BALLOT MATERIALS FILES</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>These files contain all polling place and absentee ballots approved by SBE,</td>
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<td></td>
<td>specimen ballots filed with SBE by the local boards, ballot questions and</td>
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<td></td>
<td>constitutional amendment publications, printers listings, candidates lists</td>
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<td></td>
<td>and related materials.</td>
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<tr>
<td>11.</td>
<td><strong>ELECTION RESULTS</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
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<tr>
<td></td>
<td>These files contain all the official election returns sent to SBE by the</td>
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<td></td>
<td>local boards, as well as final determinations of elections by the SBE or the</td>
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<td></td>
<td>State Board of Canvassers.</td>
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<tr>
<td>12.</td>
<td><strong>CORRESPONDENCE FILES – LOCAL BOARDS</strong></td>
<td>Retain 5 years, then destroy</td>
</tr>
<tr>
<td></td>
<td>This file series contains copies of all correspondence and documents sent to</td>
<td></td>
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<tr>
<td></td>
<td>SBE's 24 local boards.</td>
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<tr>
<td>13.</td>
<td><strong>LOCAL BOARD'S MINUTES</strong></td>
<td>Retain permanently, Transfer periodically to the State Archives.</td>
</tr>
<tr>
<td></td>
<td>This file series contains the minutes of all 24 local elections' boards</td>
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<td></td>
<td>pertaining to their official acts and policy decisions.</td>
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<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
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<tr>
<td>14.</td>
<td>PETITIONS (NEW PARTY, NOMINATIONS, REFERENDUM)</td>
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<tr>
<td>15.</td>
<td>ACCOUNTING</td>
<td></td>
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<tr>
<td></td>
<td>This series includes all standard STATE accounting forms as well as other</td>
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<td></td>
<td>accounting media, which provide supporting data for the special and general</td>
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<td></td>
<td>accounting records.</td>
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<td></td>
<td>Changes in records format will not necessarily require revision of the</td>
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<td>retention schedule. However, should the scope or content of a records series</td>
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<td></td>
<td>be altered, the schedule may be amended to reflect such changes.</td>
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<tr>
<td>A.</td>
<td>General Accounting Records</td>
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<tr>
<td></td>
<td>Certificate of Deposit and Bank Deposit Slips</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Distribution of Charges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Memorandum of Adjustments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly Report of State Funds Collected and Deposited</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Special Accounting Records</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reports of audits conducted by the Legislative Auditors</td>
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<tr>
<td></td>
<td>Reports of audits conducted by persons or agencies other than the Legislative</td>
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<tr>
<td></td>
<td>Auditors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Books of Final Entry - General Ledgers</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Budget and Fiscal Planning Records</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget Estimates</td>
<td></td>
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<tr>
<td></td>
<td>Budget Schedule Amendment</td>
<td></td>
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<tr>
<td></td>
<td>Materials and Supplies Physical Inventory</td>
<td></td>
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<tr>
<td></td>
<td>Report of Fixed Assets</td>
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<td></td>
<td>Report of Materials and Supplies</td>
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<tr>
<td></td>
<td>Request for Position Action</td>
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<tr>
<td>D.</td>
<td>Payroll Accounting Records</td>
<td></td>
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<tr>
<td></td>
<td>Employee Roster Card File</td>
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<tr>
<td></td>
<td>Payroll and Check Register</td>
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<tr>
<td></td>
<td>Payroll Exceptions Time Report</td>
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<td></td>
<td>Payroll Transmittals</td>
<td></td>
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<tr>
<td></td>
<td>Payroll Warrants</td>
<td></td>
</tr>
</tbody>
</table>

Retain ten (10) years, then destroy.

Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.

Retain for ten (10) years then destroy.

Retain permanently. Transfer to State Archives periodically.

Retain permanently. Transfer to State Archives periodically.

Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.

Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
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</thead>
<tbody>
<tr>
<td>E.</td>
<td>Miscellaneous Accounting Records</td>
<td>Retain for three (3) years and until all audit requirements have been fulfilled, then destroy.</td>
</tr>
<tr>
<td></td>
<td>Bank Books, Statements, and Deposit Receipts</td>
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<tr>
<td></td>
<td>Budget Papers and Work Sheets</td>
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<tr>
<td></td>
<td>Cancelled Checks, Check Copies and Check Stubs</td>
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<tr>
<td></td>
<td>Delivery Orders and Receipts</td>
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<td></td>
<td>Gas Withdrawal Tickets and Mileage Reports</td>
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<td></td>
<td>Memorandum Receipt and Property Condemnation Reports</td>
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<tr>
<td></td>
<td>Paid Bills and Invoices</td>
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<td></td>
<td>Paid Bonds and Coupons</td>
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<tr>
<td></td>
<td>Periodic Financial Reports to Local/State Agencies</td>
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<td></td>
<td>Receipt Copies and Stubs</td>
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<tr>
<td></td>
<td>Receiving Copies and Stubs</td>
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<tr>
<td></td>
<td>Reconciliation and Trial Balance Sheets</td>
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<td></td>
<td>Renewable Licenses</td>
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<td></td>
<td>Requisitions and Purchase Orders</td>
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<td>Stock Record Cards</td>
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<td></td>
<td>Time Sheets</td>
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<td></td>
<td>Withholding Tax Forms and Statements</td>
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<tr>
<td></td>
<td>(Local, State, and Federal)</td>
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</tr>
</tbody>
</table>

16. PURCHASING RECORDS

This series applies to all State of Maryland Departments and Agencies and includes all standard purchasing forms as well as other purchasing media, which provide supporting data for special and general purchasing records.

Purchasing records may include all or some of the following documents:

A. Actual Emergency and Repair Reports
B. Advertising and Bids
C. Agency Inter-Office Requisitions
D. Bid and Quote File
E. Bid Tabulation Records
F. Copy of Contract(s) Awarded
G. Credit Memoranda
H. Inventory Dispositions
I. Invoices/Expenditure Transfers Authorizations
J. Issue Tickets or Receipts
K. Materials/Supplies Specifications
L. Monthly Expenditure Printouts
M. Notice of Award of Contract(s)
N. Unscheduled Requisitions for Supplies
O. Packing Slips, Shipping Tickets, Bills of Lading
P. Purchase Orders

(Continued)
### VENDOR LIST

18. **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.

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:

- 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

Retain for three (3) years after termination of employment and then destroy.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>During continued employment, the folder may contain the following:</td>
<td></td>
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<tr>
<td></td>
<td>a. Change of Address Forms</td>
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<tr>
<td></td>
<td>b. Clearance File</td>
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</tr>
<tr>
<td></td>
<td>c. Charges for Removal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Commendations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Contractual Employment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. Counseling Sessions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>g. Disciplinary Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>h. Efficiency Ratings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. EOE Statistical Reports</td>
<td></td>
</tr>
<tr>
<td></td>
<td>j. General Correspondence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>k. Grievance Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>l. Health Insurance Benefits Forms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>m. Leave Forms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>n. Orientation Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o. Position History</td>
<td></td>
</tr>
<tr>
<td></td>
<td>p. Probation</td>
<td></td>
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<tr>
<td></td>
<td>q. Promotions</td>
<td></td>
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<tr>
<td></td>
<td>r. Resumes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>s. Suggestion File</td>
<td></td>
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<tr>
<td></td>
<td>t. Summer Employment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>u. Suspension Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>v. Training</td>
<td></td>
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<tr>
<td></td>
<td>The final documents in the folder are a personnel payroll form and the following:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Letter of Resignation</td>
<td></td>
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<tr>
<td></td>
<td>ii. Retirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Transfer</td>
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<tr>
<td></td>
<td>iv. Dismissal</td>
<td></td>
</tr>
</tbody>
</table>

DGS 550-1A (Rev. 10/92)
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>PERSONNEL I.D. NUMBER (PIN)</td>
<td>Permanent, transfer periodically to the MSA</td>
</tr>
<tr>
<td>20.</td>
<td>STATUS CARD FILE</td>
<td>Retain for five (5) years, then destroy</td>
</tr>
<tr>
<td>21.</td>
<td>HISTORY FILE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upon being selected for employment within the Department of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>either as new hire, transfer, reinstatement or temporary employee, a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>personnel history card is prepared.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>This card contains the following data:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Social Security Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Telephone Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Race</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Sex</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Birthdate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. Increment Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. EOD (Entry on Duty) Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10. Classification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11. Effective Date of Classification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12. Employment</td>
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</tr>
<tr>
<td></td>
<td>13. Salary</td>
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<tr>
<td></td>
<td>14. Position Identification Number for employee</td>
<td></td>
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<tr>
<td></td>
<td>Each reclassification, promotion, demotion, change in salary, extended</td>
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<tr>
<td></td>
<td>probation, title change, change of address or telephone number is duty</td>
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</tr>
<tr>
<td></td>
<td>noted on the card. The last entry of the History Card would be one of the</td>
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</tr>
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<td></td>
<td>following:</td>
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</tr>
<tr>
<td></td>
<td>1. Resignation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Retirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Transfer</td>
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</tr>
<tr>
<td></td>
<td>4. Dismissal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Expiration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The card would then be filed inside the personnel folder and filed in the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>inactive personnel file.</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>WORKERS COMPENSATION FIRST REPORT OF INJURY REPORTS</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>DEPT. OF PERSONNEL PART-TIME QUARTERLY REPORTS</td>
<td></td>
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<tr>
<td>24.</td>
<td>DEPT. OF PERSONNEL ANNUAL REPORTS</td>
<td></td>
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<tr>
<td>25.</td>
<td>AGENCY/DEPT. PERSONNEL BUDGET REPORTS</td>
<td></td>
</tr>
</tbody>
</table>

Retain for 5 years then destroy.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.</td>
<td>VOTER REGISTRATION</td>
<td>22 mos. past the last federal election in which the voter was eligible to vote, then destroy</td>
</tr>
<tr>
<td></td>
<td>Original voter registration form</td>
<td>&quot;Those records predating installation of the electronic system must be retained permanently and transferred to the State Archives.&quot;</td>
</tr>
<tr>
<td></td>
<td>Authorization/request for change of address, name, party, etc.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Authorization/request to cancel registration.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>All records generated in course of producing acknowledgment notices, confirmation mailings, mail verification or any other confirmation of voter status.</td>
<td>2yrs., then destroy</td>
</tr>
<tr>
<td></td>
<td>Notices returned to election offices by registrants responding to verification or confirmation mailings.</td>
<td>2yrs., then destroy</td>
</tr>
<tr>
<td></td>
<td>Rejected applications for voter registration.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Declinations to register at public assistance agencies.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Statistical records of registration, voting and file maintenance activity required for biennial reporting to FEC.</td>
<td>2yrs., then destroy</td>
</tr>
<tr>
<td>27.</td>
<td>BALLOTS AND RELATED DOCUMENTATION</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>All voted ballots, paper or machine-read, including absentee ballots.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Strips or sheets mounted on lever or DRE voting machines (ballot faces), each identified by machines number and precinct.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Assembled vote recorder pages (Votomatic), each identified by precinct.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
</tr>
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</tr>
<tr>
<td>28.</td>
<td>Provisional ballots and documentation associated therewith.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Spoiled ballots.</td>
<td>Until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td>Rejected or disallowed ballots and documentation associated therewith.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Ballot accounting report.</td>
<td>Until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td><strong>POLLING PLACE RECORDS OTHER THAN BALLOTS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>List of voters used in each polling place.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records containing voter signature, including any oath executed by voter.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Listing of those who voted made by poll workers.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Any other record reflecting identity of those who cast ballots.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of challenge to any person's right to vote.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of implementation of &quot;fail safe&quot; provisions of NVRA.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Voter assistance records, identifying both voter assisted and person(s) rendering assistance.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Tally sheets, canvass reports, statements of votes.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Lever machine, locked at close of polls (non-printer machines only)</td>
<td>Until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td>AVM Print-o-matic report sheets, opening and closing of polls.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Removable data storage device (PROM, memory pack, cartridge, etc.)</td>
<td>For purpose of recount or contest resolution, retain intact until State deadline for initiating contest or recount has passed, then destroy</td>
</tr>
<tr>
<td></td>
<td>For compliance with USC 42 1974 et seq., retention period is 22 mos. Either save that data storage device itself, or 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</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
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<tr>
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<tr>
<td></td>
<td>Poll worker attestations of status of premises and equipment at opening and closing of polls.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Reports produced by electronic voting device at opening and closing of polls.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of write-in votes, if cast other than on a ballot.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of ballot images, or ballot sets, produced by electronic voting devices.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of service or maintenance to voting equipment at the polling place.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of poll worker appointment and service.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of poll watcher/challenger appointment and service.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of assignment and delivery of voting equipment.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>29.</td>
<td><strong>ABSENTEE VOTING OTHER THAN BALLOTS</strong></td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Applications for absentee voting.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Envelopes in which absentee ballots are returned, including those returned too late to be counted, but excluding blank secrecy envelopes if such are used.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of challenges to and rejection of absentee ballots.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records or log of the administration of absentee voting.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>30.</td>
<td><strong>VOTING SYSTEM PREPARATION</strong></td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Election database, election definition, ballot design.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of programming and testing of lever machines.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of specialization of vote-counting software.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of programming (&quot;burning&quot;) removable data storage devices for precinct tabulators.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Records of pre-election testing of electronic vote-counting systems.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td></td>
<td>Test deck(s).</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Retention</td>
</tr>
<tr>
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</tr>
<tr>
<td>31.</td>
<td><strong>VOTE COUNT IN CENTRAL OFFICE (or at regional site)</strong>&lt;br&gt;Tally sheets, canvass sheets.&lt;br&gt;All vote-counting software.&lt;br&gt;One copy of all output of computer printer.&lt;br&gt;System log.&lt;br&gt;Ballot images, or ballot sets, produced by electronic voting devices.&lt;br&gt;Records of any verification of the count done before certification.&lt;br&gt;Records documenting plan and activity to ensure security of records, ballots, equipment and premises, including any breaches of security.&lt;br&gt;Records reflecting the certification of the outcome of the election, and copies of notifications sent to winning candidates.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>32.</td>
<td><strong>CONTESTED ELECTIONS AND RECOUNTS</strong>&lt;br&gt;Procedures and guidelines.&lt;br&gt;Log or diary of activity.&lt;br&gt;Records created for and during the recount.</td>
<td>22 mos., then destroy</td>
</tr>
<tr>
<td>33.</td>
<td><strong>VOTER INFORMATION BY ELECTION</strong>&lt;br&gt;Election returns by precinct for each election.&lt;br&gt;Voter registration statistics by precinct for each election.&lt;br&gt;Voter turnout statistics by precinct for each election.&lt;br&gt;Precinct map or maps, with boundaries in effect at time of each election.&lt;br&gt;Computerized file of the voter registry at time of each election.</td>
<td>Permanent, Transfer periodically to the State Archives.</td>
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</tbody>
</table>
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ORLEANS VOLUNTEER FIRE DEPT.
OLDTOWN VOLUNTEER FIRE DEPT.
FLINTSTONE ELEMENTARY SCHOOL
LNiNG STONE CHURCH OF BRETHREN
SOUTH PENN ELEMENTARY SCHOOL
FORT HILL HIGH SCHOOL
EMMANUEL BETHEL U.M. CHURCH
SALVATION ARMY COMMUNITY CENTER
BRADDOCK MIDDLE SCHOOL
BOWMAN'S ADDITION FIRE HALL
EMMANUEL EPISCOPAL PARISH HALL
WEST SIDE ELEMENTARY SCHOOL
BISHOP WALSH SCHOOL
AlL CTY. MUL TI·PURPOSE BLDG,
CRESAPTOWN ELEMENTARY SCHOOL
BEL AIR ELEMENTARY SCHOOL
WESTERNPORT ELEM. SCHOOL
BARTON COUNCIL CHAMBER
WESTMAR MIDDLE SCHOOL
FROST ELEMENTARY SCHOOL
MOUNTAlN RIDGE HIGH SCHOOL
MT. SAVAGE SCHOOL
JOHN F, KENNEDY HOMES
NORTH BRANCH FIRE DEPARTMENT
MIDlAND FIRE STATION
CORRIGANVILLE VOL, FIRE DEPT,
SALTIMORE PIKE VOL. FIRE DEPT
LOCAL 489 TRAINING CENTER
ST. LUKE'S LUTHERAN CHURCH
ECKHART SCHOOL
fROST BURG COMMUNITY CENtER
LAVALE VOL FIRE DEPART #1
PARKSIDE ELEMENTARY SCHOOL
CHRIST LUTHERAN CHURCH
DANViLLE COMMUNITY CHURCH
BEDFORD RD. FIRE DEPARTMENT
01.()()1 LINTHICUM ELEMENTARY SCHOOL
01'()()2 UNDAlE MIDDLE SCHOOL
01'()()3 GEORGE CROMWELL ELEM . SCHOOL
01.()()4 CHESAPEAKE ARTS CTR..fRONT ENT.
01'()()5 NEW LIFE FELLOWSHIP BAPTIST CHURCH
OHl06 A.A. FIRE STATION #21
01'()()7 OVERLOOK ELEMENTARY SCHOOL
01.()()8 NORTH COUNTY SA. HIGH SCHOOL
01.009 HILLTOP ELEMENTARY SCHOOL
01-010 ST. JOHNS LUTHERAN CHURCH
01.011 LINTHICUM LIBRARY
01.012 NORTH GLEN ELEMENTARY SCHOOL
01.013 BELLE GROVE ELEM. SCHOOL
01.014 NORTH GLEN COMMUNITY ASSOC.
01.015 BROOKLYN PARK ElEM. SCHOOL
01.016 BROOKLYN PARK LIBRARY
01.017 PARK ELEMENTARY SCHOOL
0 1.018 BROOKLYN PARK MIDDLE SCHOOL
01.019 VAN BOKKELEN ELEM. SCHOOL
01.o2Q PROVINCES UBRARY
0 1'()21 VAN BOKKELEN ELEM, SCHOOL
01'()22 JESSUP ELEMENTARY SCHOOL
01'()23 JESSUP ELEMENTARY SCHOOL
01'()24 SEVERN UNITED METHODIST CHURCH
02'()()1 SEVERN ELEMENTARY SCHOOL
02.()()2 SOUTHGATE ELEMENTARY SCHOOL
02-003 GLEN BURNIE PARK ELEM. SCHOOL
02.004 QUARTERFIELD ELEMENTARY SCHOOL

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12210 ORLEANS ROAD. NE
18712OLDTOWN ROAD SE
22000 NATIONAL PIKE, NE
11 4 NORTH CEDAR STREET
500 EAST SECOND STREET
sao GREENWAY AVENUE
24 HUMBIRD STREET
200 SOMERVILLE AVENUE
909 HOLLAND STREET
11710 BOARDWALK AVENUE,
16 WASHINGTON STREET
425 PAGA STREET
700 BISHOP WAlSH RD
11490 MOSS AVENUE SW
13202 SIXlH AVENUE, SW
14401 BARTON BLW., SW
172 CHURCH STREET
19Q18lEGlSLATIVE ROAD , SW
16915 LOWER GEORGES CREEK ROAD, SW
260 SHAW STREET
100 DR. NANCY S. GRASMICK LANE
13201 NEW SCHOOL ROAD, NW
135 NORTH MECHANIC STREET
12100 NORTH BRANCH ROAD, SE
20001 UNION STREET, SW
12502 CORRIGAN DRIVE , NW
15010 BALTIMORE PIKE, NE
2 PARK STREET
1801 FREDERICK STREET
17000 NATIONAl HIGHWAY, SW
27 WATER STREET
421 NATIONAL HIGH'A'AY
50 PARKSIDE BLVD.
VOCKE ROAD AT MARTZ LANE
18800 MIDDLE RIDGE ROAD , SW
13200 BEDFORD RD. NE
101 SCHOOL LN
415ANDOVERRD
525 WELLHAM AVE
194 HAMMONDS LN
7605 HARMANS ROAD
DORSEY & RIDGE RDS
401 HAMPTON RO
10 E. FIRST AVE
4 15 MELROSE AVE
300 W . MAPLE RD
400 SHIPLEY RD
615 W. FURNACE BRANCH RD
4502 BELLE GROVE RD
303 WElLHAM AVE
200 W, 14T H AVE
1 EIITHAVE
201 E. 11TH AVE
200 HAMMONDS lANE
1140 REECE RD
2624 ANNAPOLIS RD
1140 REECE RD
2900 ELEMENTARY SCHOOL LN
2900 ELEMENTARY SCHOOL LN
1215 OLD CAMP MEADE ROAD
838 REECE-RO
290 SHETLANDS LN
500 MARLBORO RD
7967 aUARTERFIELD RD

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CRESAPTOWN , 1.10 2 1502
CUMBERLAND, MD 21502
WESTERNPORT, MD 21562
BARTON. 1.1021521
LONACONING, MD 21539
FROSTBURG, MD 21532
FROSTBURG. MD 21532
MT SAVAGE, MD21545
CU MBERLAND, MD 21502
CUMBERLAND, MD 21502
MIDLAND. MD 21542
CORRIGANVILLE, MD 21524
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ECKHART, MD 2152B
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LAVALE, 1.'10 21502
LAVALE , MD 21502
LAVALE , 1.'10 21502
RAWLINGS, MD 21557
CUMBERLAND , MD 21502
UNfHICUM, MD 21090
LINTHICUM . 1.40 21090
GLEN BURNI E. 1.40 21061
BALTIMORE, MD 21225
HANOVER, MD 21076
HANOVER. MD 21076
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SEVERN. MD 21''''*
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| Prince       | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     | 06     |
| Montgomery   | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     | 07     |
| Frederick    | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     | 08     |
| Carroll      | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     | 09     |
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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Section 1: Introduction

An effective enterprise-wide information security program provides a strong foundation for understanding and implementing security throughout an agency. This Guide identifies key components that should be considered by an agency when implementing, reviewing, or seeking to improve the value of its information security program. It is encouraged that these components be reviewed for applicability to an agency’s business environment and compliance with existing laws and policies, and implemented as appropriate for each agency. Some agencies may not require all components, but where a component is applicable to an agency’s program, it should be assessed for adoption and implementation. The key components are:

- POLICY MANAGEMENT
- RISK MANAGEMENT
- SYSTEM CERTIFICATION AND ACCREDITATION
- SYSTEMS DEVELOPMENT LIFE CYCLE
- DISASTER RECOVERY PLANNING
- SECURITY AWARENESS
- COMMUNICATIONS AND OPERATIONS MANAGEMENT
- ACCESS CONTROL
- INFORMATION SECURITY CRITICAL INCIDENT MANAGEMENT
- COMPLIANCE
Section 2: Policy Management

Information security policy is an essential component of information security governance—without the policy, governance has no substance and rules to enforce. Policy Management refers to the practices and methods used to create and maintain security policies to translate, clarify, and communicate management’s position on high-level security principles. Policy management includes development, deployment, communication, updating, and enforcement of agency security policies.

Agency information security policies should address the fundamentals of agency information security governance structure, including:

- Information security roles and responsibilities.
- Statement of security controls baseline and rules for exceeding the baseline.
- Rules of behavior that agency users are expected to follow and minimum repercussions for noncompliance.

Supporting guidance and procedures on how to effectively implement specific controls across the enterprise should be developed to augment an agency’s security policy. This subsequent guidance on information security, created by the agency, in consideration of external guidance (e.g. NIST Special Publications and FIPS), should be consistent with the information security policy and may not supersede it, unless the policy itself is being modified. Agencies should ensure that their information security policy is sufficiently current to accommodate the information security environment and agency mission and operational requirements. To ensure that information security does not become obsolete, agencies should implement a policy review and revision cycle. As a part of the periodic review and the initial development of the information security policies, agencies should work to ensure that all internal security policies (i.e., physical and personnel) are sufficiently coordinated to ensure effective implementation of crosscutting and convergent security objectives, such as access control initiatives.

Important Resources
http://csrc.nist.gov/groups/SMA/fisma/index.html
Federal Information Security Management Act (FISMA) Implementation Project
Section 3: Risk Management

Risk Management refers to the process of identifying risk, assessing risk, and taking steps to reduce risk to an acceptable level. A risk management process must be implemented to assess the acceptable risk to agency IT systems as part of a risk-based approach used to determine adequate security for the system. Agencies shall analyze threats and vulnerabilities and select appropriate, cost-effective controls to achieve and maintain a level of acceptable risk. Agencies will define a schedule for ongoing risk management review and evaluation based on the system sensitivity and data classification of the system. Refer to NIST Special Publication 800-30, Risk Management Guide for Information Technology for guidance: http://csrc.nist.gov/publications/nistpubs/. A risk management program is an essential management function and is critical for any agency to successfully implement and maintain an acceptable level of security.

A successful risk management program is more than a simple checklist of do’s and don’ts, and a few policies and procedures. It is a proactive, ongoing program of identifying and assessing risk, and weighing business tradeoffs on acceptable levels of risk against ever changing technologies and solutions.

Risk management is a well understood and fully documented discipline. A risk management discipline, like the National Institute of Standards and Technology (NIST) Risk Model, typically encompasses three processes: assessment, mitigation, and evaluation. It is important to note that effective risk management may also be two dimensional – process-oriented and relevancy-oriented.

Process-oriented risk management addresses whether the person(s) conducting a risk assessment has asked the right questions to assess risks adequately within the agency and he/she has an effective process to ensure conclusions reached in the risk assessment properly translate into a work plan that can be executed to achieve the needed results.

Relevancy-oriented risk management refers to the importance the person(s) conducting the risk assessment places on the risks identified to ensure they are relevant to the agency.

Risk assessment is the first process in risk management. Agencies should use risk assessment to determine the extent of the potential threat and the risk associated with an IT system or an operational function. Depending upon the complexity and criticality of an agency’s business, the risk assessment process may encompass up to nine primary steps, which include identification and evaluation of risks and risk impacts, and recommendation of risk-reducing measures. The output of this process helps to identify appropriate controls for reducing or eliminating risk during the risk mitigation process.

Risk mitigation, the second process of risk management, involves prioritizing, evaluating, and implementing the appropriate risk-reducing controls recommended from the risk assessment process. Controls are defined as IT processes and technologies designed to close vulnerabilities, maintain continuity of operation at specified performance levels, and achieve and document compliance with external and internal policy requirements.

The third process of risk management, evaluation, is ongoing and evolving. Evaluation emphasizes the good practice to develop an effective risk management program within the agency’s information
security program. Not only should the risk management program engage changes to existing systems, but should also integrate into the agency’s operational functions, as well as the System Development Life Cycle (SDLC) for new systems and applications.

Important Resources
http://csrc.nist.gov/publications/PubsSPs.html
Section 4: System Certification and Accreditation

Security accreditation is the official management decision given by a senior agency official to authorize operation of an information system and to explicitly accept the risk to agency operations, agency assets, or individuals based on the implementation of an agreed-upon set of security controls. The senior agency official should have the authority to oversee the budget and business operations of the information system. Security accreditation provides a form of quality control and challenges managers and technical staffs at all levels to implement the most effective security controls possible in an information system, given mission requirements, technical constraints, operational constraints, and cost/schedule constraints. By accrediting an information system, an agency official accepts responsibility for the security of the system and is fully accountable for any adverse impacts to the agency if a breach of security occurs. Thus, responsibility and accountability are core principles that characterize security accreditation.

The assessment of risk and the development of system security plans are two important activities in an agency’s information security program that directly support security accreditation. Risk assessments influence the development of the security controls for information systems and generate much of the information needed for the associated system security plans. Risk assessments can be accomplished in a variety of ways depending on the specific needs of the agency. Some agencies may choose to assess risk informally. Other agencies may choose to employ a more formal and structured approach. In either case, the assessment of risk is a process that should be incorporated into the system development life cycle. At a minimum, documentation should be produced that describes the process employed and the results obtained. System security plans provide an overview of the information security requirements and describe the security controls in place or planned for meeting those requirements. System security plans can include as references or attachments, other important security-related documents (e.g., risk assessments, contingency plans, incident response plans, security awareness and training plans, information system rules of behavior, configuration management plans, security configuration checklists, privacy impact assessments, system interconnection agreements) produced as part of an agency’s information security program.

In addition to risk assessments and system security plans, security assessments play an important role in security accreditation. It is essential that agency officials have the most complete, accurate and trustworthy information possible on the security status of their information systems in order to make timely, credible, risk-based decisions on whether to authorize operation of those systems. The information and supporting evidence needed for security accreditation is developed during a detailed security review of an information system, typically referred to as security certification. Security certification is a comprehensive assessment of the management, operational, and technical security controls in an information system, made in support of security accreditation, to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the security requirements for the system. The results of a security certification are used to reassess the risks and update the system security plan, thus providing the factual basis for an authorizing official to render a security accreditation decision.

By accrediting an information system, an agency official accepts the risks associated with operating the system and the associated implications on agency operations, agency assets, or individuals. Completing a security accreditation ensures that an information system will be operated with appropriate management review, that there is ongoing monitoring of security controls, and that
reaccreditation occurs periodically in accordance with federal or agency policy and whenever there is a significant change to the system or its operational environment.

Important Resources;

Introduction to the State of Maryland IT Security Certification and Accreditation Guidelines;

State of Maryland IT Security Certification and Accreditation Guidelines;
Section 5: Systems Development Life Cycle

Agencies should ensure that security is an integral part of information systems, which include operating systems, infrastructure, applications and off-the-shelf products, services, and user-developed applications. Security requirements should be identified and agreed upon prior to the development and/or implementation of information systems and documented as part of the overall business case. The requirements must also ensure compliance with any applicable laws, regulations, statutes, or state policies (e.g., HIPAA, PCI Standards, etc.). Security should be considered and designed in from the beginning and during the entire system development lifecycle.

Best Practices

- Implement requirements for ensuring authenticity and protecting message integrity in applications.
- Implement the use of encryption (cryptographic) measures to protect confidential or sensitive information and protect encryption keys from modification, loss and destruction.
- Implement input and output data validation checks to ensure data is correct and appropriate.
- Implement processes to control the installation of software on operating systems.
- Implement procedures to select, protect, and control test data. Do not use test data in a production environment or use production data in a test environment without careful consideration.
- Limit access to program source code and place source code in a secure environment.
- Implement change control procedures to minimize the corruption of information systems.
- Limit modifications to vendor-supplied software packages.
- When outsourcing software development, consider contractual language for licensing arrangements, code ownership, quality and security functionality, testing to detect malicious code, and escrow arrangements in the event of third party failure.

Important Resources

https://buildsecurityin.us-cert.gov/daisy/bsi/home.html
U. S. Department of Homeland Security – Build Security In Home

http://csrc.nist.gov/publications/PubsSPs.html
NIST SP 800-55 Security Metrics Guide for Information Technology Systems
NIST SP 800-44 Guidelines for Securing Public Web Servers
Section 6: Disaster Recovery Planning

Agencies shall develop, implement, and test an IT Disaster Recovery plan for each critical system to ensure that contingency procedures will be available in the event of a disaster resulting in the loss of services from the primary production system. Creation, maintenance, and annual testing of a plan will minimize the impact of recovery and loss of information assets caused by events ranging from a single disruption of business to a disaster. Planning and testing provides a foundation for a systematic and orderly resumption of all computing services within an agency when disaster strikes.

Important Resources

http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx
Section 7: Security Awareness

A key component to assure that users understand their role and responsibility for information security is through an ongoing awareness program. An effective program ensures employees and contractors know about information security and privacy relative to their job responsibilities. A good awareness program promotes the agency’s existing policies, standards, and practices.

A successful security awareness program should target various groups (such as employees and contractors, IT staff, or managers and supervisors) with information pertinent to their respective roles. Most users would be interested in awareness material addressing Internet use, email, and handling confidential information. Technical support personnel would be more focused on access control, anti-virus, and patch management administration. The executives would be more interested in the benefits of enabling business through information security, risk management, and business continuity.

Agencies shall develop and implement a security awareness program.

Best Practices

- Promote security awareness using techniques such as: posters, email messages, formal instruction, web-based instruction, videos, newsletters, and security awareness days.
- Ensure all users sign confidential and acceptable use statements.
- Train all users to quickly identify threats, and how to respond to security incidents.
- Inform all users about agency policies and procedures.
- Regularly review and update training content to reflect changes to the agency’s environment.

Important Resources

http://doit.maryland.gov/support/Pages/SecurityAwareness.aspx
Section 8: Communications and Operations Management

System communications protection refers to the key elements used to assure data and systems are available, and exhibit the confidentiality and integrity expected by owners and users to conduct their business. The appropriate level of security applied to the information and systems is based on the classification and criticality of the information and the business processes that use it.

The key elements of system and communications protection are backup protection, denial of service protection, boundary protection, use of validated cryptography (encryption), public access protection, and protection from malicious code. Although the elements are described in terms of the technologies needed and/or used for system and communication protection it is really the processes that administer and monitor the technologies that assure the required level of security.

Operations management refers to implementing appropriate controls and protections on hardware, software, and resources; maintaining appropriate auditing and monitoring; and evaluating system threats and vulnerabilities. As always, it is a balance of these types of controls against business requirements, cost, efficiency, and effectiveness.

Operations management covers information technology assets throughout their lifecycle. Thus, it is greater than the cost of just purchasing assets, and includes all ongoing maintenance, security, monitoring and problem resolution. The overall goal of operations management is to lower the total cost of ownership of all organizational devices, from enterprise servers to mobile devices attached to the network, while keeping the environment secure.

Proper operations management safeguards all of the organization’s computing resources from loss or compromise, including main storage, storage media (e.g., tape, disk, and optical devices), communications software and hardware, processing equipment, standalone computers, and printers. The method of protection used should not make working within the agency’s computing environment an onerous task, nor should it be so flexible that it cannot adequately control excesses. Ideally, it should obtain a balance between these extremes, as dictated by the agency’s specific business needs.

This balance depends, at least in part, on two items. One is the value of the data, which may be stated in terms of intrinsic value or monetary value. Intrinsic value is determined by the information’s criticality and sensitivity — for example, health- and personal-related information may have a high intrinsic value. The monetary value is the potential financial or physical losses that would occur should the information be breached or violated. The second item is the ongoing business need for the information, which is particularly relevant when continuous availability (i.e., round-the-clock processing) is required.

Best Practices

- Implement cryptographic solutions (encryption) when the confidentiality or sensitivity of information must be maintained while a message is in transit between computing devices and when confidential or sensitive information is stored in a file or database.
• Deploy and routinely update appropriate anti-virus, anti-spyware and file extension blocking solutions at the gateway entry points and on the desktop and server systems to prevent these systems from being compromised.
• Ensure a firewall or other boundary protection mechanism is in place and has the ability to evaluate (1) source and destination network addresses, and (2) determine the validity of the service requested.
• Deploy appropriate Intrusion Detection System and Intrusion Prevention System (IDS/IPS) solutions at the correct network location(s) and monitor to detect when the agency is under attack so an effective detection and defense strategy can be deployed.
• Implement an appropriate change management process to ensure changes to systems are controlled.
• Provide for separation of duties by assigning tasks to different personnel, preventing one person from having total control of the security measures.
• Establish procedures to implement an agreed backup policy and strategy, including the extent (e.g., full or differential/incremental), frequency, offsite storage, testing, physical and environmental protection, restoration, and encryption.
• Secure certain internal data and systems (Accounting and Human Resources, for instance) from other data and systems on the networks.
• Do not place confidential or sensitive data on any application servers, database servers, or infrastructure components that require direct access from the Internet. Components that meet these criteria must be placed behind a de-militarized zone (DMZ) where they are not accessible from the Internet and can only interact with DMZ components through a firewall.
• Establish appropriate procedures to protect documents, computer media, information/data, and system documentation from unauthorized disclosure, modification, removal, and destruction, including suitable measures to properly dispose of media when it is no longer needed.
• Establish procedures and standards to protect information and physical media containing information in transit, including using facsimile machines, exchange agreements between the agency and external parties, transportation of physical media, and monitoring (e.g., audit logging, monitoring system use.)
• Implement appropriate levels of security monitoring including intrusion detection, penetration testing, and violation analysis.
• Perform reviews of audit trails on a regular basis to alert an agency to inappropriate practices.
• Ensure preventive or detection controls are in place to decrease or identify the threat of unintentional errors or unauthorized users accessing the system and modifying data.
• Implement appropriate retention policies as dictated by the agency's policies, standards, legal and business rules.
• Implement appropriate documentation such as security policies and procedures, business contingency plans, disaster recovery plans, and incident response plans, including a plan for cyber attacks, such as a denial of service attack.

Important Resources
http://csrc.nist.gov/publications/PubsSPs.html
NIST SP 800-12 An Introduction to Computer Security: The NIST Handbook
NIST SP 800-41 Guidelines on Firewalls and Firewall Policy
NIST SP 800-45 Guidelines for Electronic Mail Security
NIST SP 800-83 Guide to Malware Incident Prevention and Handling
NIST SP 800-88 Media Sanitization Guide
Section 9: Access Control

Access control ensures that system resources are only available to users who are entitled to them. The objective is to prevent unauthorized disclosure of the agency’s information assets. Key components include identification, authentication, and authorization. These components apply to people, process, and technology devices.

Identification is the process for establishing who someone or what something claims to be. The identity may be a person, a program, a computer or data.

Authentication is the process of confirming the accuracy of the claimed identity. Typical authentication methods include passwords, fixed IP addresses, security tokens, smart cards, biometrics, and secret information known only to the person.

Authorization describes the process of granting privileges based on an authenticated identity. Examples of the authorization process include signed access control forms for new employees, signed contracts between entities granting information rights, or assignment to a specific group or role. The access rights to the information are then programmed or entered into the security system via an access list, directory entry, or view tables, for example, so the authorization rules can be enforced.

Best Practices

- Establish formal procedures for the owners, or owner designee, of the data to authorize access to information systems and services that use their data.
- Audit access level rights at regular intervals.
- Monitor and audit system access and use.
- Ensure the security system can identify and verify the identification and, if necessary, the location of each authorized user.
- Apply access method of “least privilege” where access to, or the flow of information, is only granted to the extent necessary to get the job done.
- Authenticate individuals and technology components consistent with acceptable risk levels determined by the information owners.
- Use logon banners to display a general security notice and acceptance of use conditions.
- Remove access upon employee termination or when the need no longer exists.
- Establish password standards such as minimum length requirements with a combination of characters and numbers, and appropriate periodic password aging.
- Restrict connection time to appropriate business hours.
- Initiate automatic logout or protected screen savers by the system after a specific period of inactivity.
Section 10: Information Security Critical Incident Management

Information Security Critical Incident Management refers to the processes and procedures agencies implement for identifying, responding to, and managing information security incidents. A critical incident is one that can shut down business, disrupt operations, cause physical damage; or that can threaten the agency’s financial or public image. Examples of critical incidents could include activity such as:

- Unwanted disruption or denial of service
- The unauthorized use of a system for the processing or storage of data
- Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent

Development, documentation, and implementation of an information security incident response plan provide the framework for an agency to proactively manage incidents when they occur. Agencies shall be required to detect, track, log and report critical security incidents. The speed with which an agency can recognize, analyze, and respond to an incident will limit the damage and lower the cost of recovery. The term damage means “impairment to the integrity or availability of data, a program, a system or information”. Agencies should report critical incidents to the DoIT Service Desk (410) 260-7778 or ServiceDesk@doIT.state.md.us Appendix A contains the Computer Security Critical Incident Handling Form.
Section 11: Compliance

The head of each agency is responsible for compliance with and enforcement of this policy. Agency Chiefs of Information Officers, or the agency’s delegated Information Technology professional, shall develop and implement an Agency IT Security Program to implement this policy and these standards. Where the agency’s IT Security Program is unable to comply with this policy, a timetable to resolve the discrepancies and controls for compliance shall be included. The controls shall include but are not limited to:

- Maintaining the confidentiality, integrity, availability, and accountability of all State information technology applications and services;
- Protecting information according to its sensitivity, criticality and value, regardless of the media on which it is stored or automated systems that process it, or the methods by which it is distributed;
- Ensuring that risks to information security are identified and controls implemented to mitigate these risks;
- Implementing processes to ensure that all security services meet the minimum requirements set forth in this policy and the attached standards;
- Ensuring that all employees and contractors understand and comply with this Policy, as well as all applicable laws and regulations
- Implementing physical security controls to prevent unauthorized and/or illegal access, misuse, destruction or theft of the State’s IT assets
Appendix A: Computer Security Critical Incident Handling Form

Critical Incident Identification

Date ________

Incident Detector’s Information:

Name: _____________________________________________________

Title: ______________________________________________________

Phone: ____________________

Fax: ______________________

E-mail: ___________________________________________________

Agency: __________________________________________________

Address: __________________________________________________

__________________________________________________________

Date and Time Detected: ________________________

Type of Incident Detected:

Denial of Service Unauthorized Use Unauthorized Access Malicious Code
Probe Other _________________________________________________

How was the incident discovered?

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________

Additional Information:

____________________________________________________________________________________

____________________________________________________________________________________

__________________________________________________________

____________________________________________________________________________________

Detector’s Signature: ____________________________________________________________

Version 1.0
Appendix B: Plan Development Assistance

We would like to recognize and thank the State of California IT Security Services Team. With their permission, we used many concepts and ideas that were developed and implemented by their staff.
Instructions for Oral Presentations – SBE-2010-02
Somewhere County, MD

The following information is being provided to all Offerors to allow them to prepare full and complete proposals in response to the solicitation. Offerors should be prepared to follow the plan and schedule. Exact dates will be provided after proposals have been submitted.

Instructions – Precinct Count Optical Scan.

Election Setup: All Offerors must setup two “fully functional” precincts, with one voting unit in each precinct, and one early voting center. For oral presentation purposes a single unit with interchangeable election storage media is permitted. The voting unit(s) must be equipped with the appropriate ballot receptacle that is to be used in a polling place (e.g. ballot bin).

One precinct shall be prepared for a Primary election, and the other for a General election – see the follow pages for the required ballot content. Offerors shall pre print 250 Ballots and one complete test deck for each precinct and election. The same ballots can be used for the early vote center. For the primary election, there should be 100 Democratic Party Ballots, 100 Republican Party Ballots and 50 Non-Partisan Ballots.

Prior to the presentation, the Offerors shall set up the Primary and General Elections including the names of the candidates on their Election Management System (EMS). The EMS system may be running on a laptop or desktop computer, but the offeror must supply detailed configuration information, including hardware and any third party software, of the proposed EMS system.

The Procurement Officer will notify Offerors of the required specific setup and take down schedule.

Instructions – Central Count Optical Scan.

Election Setup: All Offerors must setup a “fully functional” absentee and provisional ballot system, for an entire county for both a Primary and General Election. For oral presentation purposes a single unit with interchangeable election storage media is permitted. If applicable, the optical scanner must be equipped with the appropriate ballot receptacle.

All Offerors shall pre-print 500 absentee ballots (For the Primary there should be 200 Democratic Party, 200 Republican Party and 100 Non Partisan Ballots), for each election, across the ballot styles defined on the following pages. In addition, each offeror shall print one complete test deck for each election, and supply any other material needed. The Procurement Officer will notify Offerors of the required specific setup and take down schedule.

Prior to the presentation, the Offerors shall set up the Primary and General Elections including the names of the candidates on their Election Management System (EMS). The EMS system may be running on a laptop or desktop computer, but the offeror must supply detailed configuration information, including hardware and any third party software, of the proposed EMS system.
Note: In both cases above, the ballots should not be precinct specific; there should be no precinct identification on the ballot. Maryland law does not permit the counting of Absentee and Provisional ballots by precinct, those ballots must be counted cumulatively.

Oral Presentation Requirements

All Offerors will be required show the following at the Oral Presentation:

- Load Elections into Election Management System, describing the necessary steps to input districts, precincts, candidates, questions and all other necessary election data.
- Show loading of election data onto voting units.
- Performance of pre-election logic and accuracy tests
- Opening the polls
- Casting votes, including overvotes, undervotes blank votes and write in votes.
- Demonstrate system accommodations for voters with disabilities.
- Close the polls
- Print results reports and audit reports from voting units.
- Transfer results to the election management system.
- Print results reports and audit reports from election management system, demonstrating results formats, including web compatible formats.
- Demonstrate early voting capability.
- Demonstrate Absentee and Provisional voting capability (using central count scanner).
Somewhere County, Maryland

Somewhere County contains Congressional Districts (CD) 3 and 5, House of Delegate Districts or Sub-Districts (HD) 1A, 1B, 7, and 9, County Commissioners (CC) Districts A and B and Board of Education (BE) District 4. The county is divided into 6 precincts.

The breakdown of districts by precinct is as follows:

- Precinct 1: CD 3, HD 1A, CC A & B
- Precinct 2: CD 3, HD 1B, CC A & B, BE 4
- Precinct 3: CD 3, HD 7, CC A & B, BE 4
- Precinct 4: CD 5, HD 1A, CC A & B
- Precinct 5: CD 5, HD 1B, CC A & B
- Precinct 6: CD 5, HD 9, CC A & B

In addition to the six precincts, there is one early voting center where voters from any precinct may cast their ballot.

For the Primary Election, candidate names shall appear in alphabetic order, by last name, under each office title. For the General Election, candidate names shall appear in the order shown. Ballots must be arranged in compliance with Sections 9-206 - 9-215 of the Election Law article of the Annotated Code of Maryland.

House of Delegates District 1 is split into 2 sub-districts (1A, 1B). Sub-district 1A elects 1 representative, sub-district 1B elects 2 representatives.

House of Delegates District 7 elects 3 representatives at-large. They are listed on the ballot in a single race (i.e. Vote for 3) but multiple voting for the same candidate is not allowed.

House of Delegates District 9 elects representatives by county of residence. Not more than 1 representative can be elected from any 1 county. 5 counties make up District 9 (Cecil, Kent, Queen Anne’s, Caroline and Talbot). The county of residence for each candidate must be listed on the ballot.

There are 2 County Commissioners Districts (A and B). All voters in the county may vote for the 2 Commissioner Districts. Each County Commissioner District elects 1 representative.

Board of Education District 4 appears in only Precincts 2 and 3. While the ‘vote for’ in the primaries reflect a vote for 2, 4 candidates will move on to the general election because it is a non-partisan election.

Referendums may be held in a single precinct, any combination of precincts or in the county at-large.

The county holds both primary and general elections. The primary is a closed primary (i.e. a voter is only allowed to view the ballot for the primary in which they are voting.) Party affiliation is indicated on the ballot in the general election. Board of Education candidates are non-partisan and appear on Democratic, Republican and Non-Partisan primary ballots. Write-ins are allowed only in the general election, the number of write-ins permitted is equal to the ‘Vote for’ number.
## Districts and Precincts

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<td>PRECINCT 5</td>
<td>PRECINCT 6</td>
<td></td>
</tr>
</tbody>
</table>
Somewhere County, Maryland
Maryland Oral Presentation

Elected Offices

In the Maryland Oral Presentation election in Somewhere County, the following races and ballots questions are included.

- PRESIDENT OF THE UNITED STATES (Primary Election office title)
- PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES (General Election office title)
- REPRESENTATIVE IN CONGRESS, DISTRICT 3
- REPRESENTATIVE IN CONGRESS, DISTRICT 5
- HOUSE OF DELEGATES, SUB-DISTRICT 1A
- HOUSE OF DELEGATES, SUB-DISTRICT 1B
- HOUSE OF DELEGATES, DISTRICT 7
- HOUSE OF DELEGATES, DISTRICT 9
- COUNTY COMMISSIONERS, DISTRICT A
- COUNTY COMMISSIONERS, DISTRICT B
- BOARD OF EDUCATION, DISTRICT 4
- BALLOT QUESTIONS 1, 2 AND 3 (General Election only)
The following candidates and issues are included in the General Election for the Maryland Oral Presentation.

**PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES - VOTE FOR ONE**

- Kim A. Adams (Missouri)  
  And  
  Gregory Jackson (Mississippi)

- Richard S. Black (Tennessee)  
  And  
  Robert Allen Vennik (Arkansas)

- Tom Doolin, Jr. (Indiana)  
  And  
  Roger Meyers (West Virginia)

- Samuel Adams (California)  
  And  
  Donna V. Vogel (South Carolina)

- Christopher Jeffery (Indiana)  
  And  
  Harvey P. Petty (Florida)

**REPRESENTATIVE IN CONGRESS, DISTRICT 3 VOTE FOR ONE**

- Ronald Hall  
  Ron Holley  
  Paul Luther  
  Brenda Luke-Johansson

**REPRESENTATIVE IN CONGRESS, DISTRICT 5 VOTE FOR ONE**

- Ben McDonald  
  Carol M. Parton  
  Iona Sheffy Peekman  
  Joseph "Joe" Merck
HOUSE OF DELEGATES, DISTRICT 1A - VOTE FOR ONE

Anthony Donnelly   DEMOCRATIC
Steven Roberts     REPUBLICAN

HOUSE OF DELEGATES, DISTRICT 1B - VOTE FOR TWO

Kevin O'Kelly      DEMOCRATIC
Kelly Mahoney      DEMOCRATIC
Richard DiSirena   REPUBLICAN
Samuel del Marco   REPUBLICAN

HOUSE OF DELEGATES, DISTRICT 7 - VOTE FOR THREE

Mary-Dulaney Baldwin       DEMOCRATIC
MaryAnne Michelle Sophocleus DEMOCRATIC
William Jonathan Valderama, Sr. DEMOCRATIC
Donna Ebert               REPUBLICAN
Rick Ford                 REPUBLICAN
Robert R. Sullivan        REPUBLICAN
Donald H. Brown          GREEN
Jody S. Clark             UNAFFILIATED

HOUSE OF DELEGATES, DISTRICT 9 - VOTE FOR THREE - NOT MORE THAN ONE FROM ANY ONE COUNTY

Malcom MacDonald (Caroline County) DEMOCRATIC
Robert A. McKee (Cecil County)    DEMOCRATIC
Kenneth Krantz (Kent County)      REPUBLICAN
Neil Drew (Queen Anne's County)   REPUBLICAN
Gary Armbruster (Talbot County)   DEMOCRATIC
Emily P. Munster (Talbot County)  REPUBLICAN

COUNTY COMMISSIONERS, DISTRICT A - VOTE FOR ONE

Charles X. Maxey         DEMOCRATIC
Peter Wood               REPUBLICAN
Rushton Frush            UNAFFILIATED

COUNTY COMMISSIONERS, DISTRICT B - VOTE FOR ONE

Leon G. Lowenstein       DEMOCRATIC
Milton C. Curtis         REPUBLICAN

BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR FOUR

George Bardfield     (Unopposed)
Todd Bell            (Unopposed)
Chris Townsend      (Unopposed)
Shirley Ashworth Vine (Unopposed)
BALLOT QUESTION NO. 1 - County Wide

Question No. 1
Constitutional Amendment
Election and Terms of Office for the Board of County Commissioners

Excepts the Board of County Commissioners from the constitutional requirements that all State and county elections be held only in every fourth year on a particular data and that all State and county officers hold four-year terms, in order to allow staggered terms with elections held every second year.

For the Constitutional Amendment
Against the Constitutional Amendment

BALLOT QUESTION NO 2 - County Wide

Question No. 2
Countywide Referendum
Neighborhood Renewal Authority

Expressly authorizes the County to acquire and develop or dispose of property within certain described areas (Essex Middle River Waterfront areas, the Yorkway area in Dundalk, and the Liberty Road area) for declared public neighborhood renewal purposes by amending a public local law; designates specific properties eligible for acquisition by eminent domain following the adoption of an implementation plan; requires the County to pay the owner just compensation for property acquired by eminent domain and to offer financial assistance and payments to displaced property owners or tenants; authorizes the County to sell properties acquired by eminent domain only if investment in the property equals or exceeds the purchase price paid by the County; and terminates the granted eminent domain powers on July 1, 2012.

For the Referendum
Against the Referendum

BALLOT QUESTION NO. 3 - Precincts 1 and 6 only

Question No. 3
Straw Poll
Method of Selecting Board of Education Members

Do you favor changing the method of selection of the members of the County Board Of Education from District 1 from appointment by the Governor to election by the voters of District 1?

For the Straw Poll
Against the Straw Poll
The following candidates and issues are included in the Democratic Primary Election for the Maryland Oral Presentation.

**PRESIDENT OF THE UNITED STATES - VOTE FOR ONE**

Colin Snead (District of Columbia)  
Jewel Sexton-MacDougal (Texas)  
Eugene William White, Jr. (Nevada)  
Kim A. Adams (Missouri)  
David Van Day, Jr. (Maryland)

**HOUSE OF REPRESENTATIVES, DISTRICT 3 - VOTE FOR ONE**

Robert Hunter  
Wyatt McShells  
Ronald Hall  
Donald Hall

**HOUSE OF REPRESENTATIVES, DISTRICT 5 - VOTE FOR ONE**

Lane Martin-Jackson  
Michael "Mick" Jagger  
Hodge Martin  
Ben McDonald

**HOUSE OF DELEGATES, SUB-DISTRICT 1A - VOTE FOR ONE**

Anthony Donnelly  
Sheila Oliver

**HOUSE OF DELEGATES, DISTRICT 1B - VOTE FOR TWO**

Kevin Kelly  
Kevin O'Kelly  
Kelly Mahoney

**HOUSE OF DELEGATES, DISTRICT 7 - VOTE FOR THREE**

William Johnathan Valderama, Sr.  
Sabrina Wentworth  
Mary-Dulany Baldwin  
MaryAnne Michelle Sophocleus
HOUSE OF DELEGATES, DISTRICT 9 - VOTE FOR THREE – NO MORE THAN ONE FROM ANY ONE COUNTY

   Robert A. McKee (Cecil County) (Unopposed)
   Malcolm MacDonald (Caroline County)
   Sarah Mack (Caroline County)
   Gary Armbruster (Talbot County) (Unopposed)

COUNTY COMMISSIONERS, DISTRICT A - VOTE FOR ONE

   Charles X. Maxey
   Susie M. Cronos
   Michael M. Mason, Jr.
   James J. Mantas

COUNTY COMMISSIONERS, DISTRICT B - VOTE FOR ONE

   Gail Smith-Lord
   Todd David Writtle
   Sharon Danbury
   Leon G. Lowenstein

BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR TWO

   George Bardfield
   Todd Bell
   Chris Townsend
   Shirley Ashworth Vine
Maryland State Board of Elections
Optical Scan Voting System Oral Presentation

Somewhere County, Maryland
Maryland Oral Presentation
Republican Primary

The following candidates and issues are included in the Republican Primary Election for the Maryland Oral Presentation.

PRESIDENT OF THE UNITED STATES - VOTE FOR ONE

Franklin Bogers (Alaska)
Donald S. Sanders (Pennsylvania)
Kent Sager Blackwell (Texas)
Richard S. Black (Tennessee)

REPRESENTATIVE IN CONGRESS, DISTRICT 3 - VOTE FOR ONE

Franklin P. Smith
Joan Sims
Jewel Samantha Sears
Ron Holley

REPRESENTATIVE IN CONGRESS, DISTRICT 5 - VOTE FOR ONE

Dennis T. Foster
Warren W. George
Wayne Watson George
Carol M. Parton

HOUSE OF DELEGATES, DISTRICT 1A - VOTE FOR ONE

Steven Roberts
Stephen Robertson

HOUSE OF DELEGATES, DISTRICT 1B - VOTE FOR TWO

Richard DiSirena (Unopposed)
Samuel del Marco (Unopposed)

HOUSE OF DELEGATES, DISTRICT 7 - VOTE FOR THREE

Rick Ford (Unopposed)
Robert S. Sullivan (Unopposed)
Donna Ebert (Unopposed)
HOUSE OF DELEGATES, DISTRICT 9 - VOTE FOR THREE – NOT MORE THAN ONE FROM ANY ONE COUNTY

Neil Drew (Queen Anne’s County)
Peter Vaughan (Queen Anne’s County)
Sarah Jennings (Cecil County)
David Eidson (Kent County)
Kenneth Krantz (Kent County)
Emily P. Munster (Talbot County)

COUNTY COMMISSIONER, DISTRICT A - VOTE FOR ONE

Peter Wood
Timothy P. Agusta
Sherri Proctor
Bob Segar

COUNTY COMMISSIONER, DISTRICT B - VOTE FOR ONE

Ruthie Goldenstein
Janie van Holster
Madison T. Carter
M. Milton Carter-Jackson

BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR TWO

George Bardfield
Todd Bell
Chris Townsend
Shirley Ashworth Vine
The following candidates and issues are included in the Non-partisan Primary Election for the Maryland Oral Presentation.

**BOARD OF EDUCATION, DISTRICT 4 - VOTE FOR TWO**

- George Bardfield
- Todd Bell
- Chris Townsend
- Shirley Ashworth Vine