

Consulting and Technical Services+ (CATS+)
Task Order Request for Proposals (TORFP)

MDVOTERS III AND ELECTIONS SYSTEMS DC
**STATE BOARD OF ELECTIONS DATA CENTER OPERATIONS
AND DESKTOP SUPPORT**

CATS+ TORFP # D38B540002



State Board of Elections (SBE)

Issue Date: October 31, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	Elections Systems DC – State Board of Elections Data Center Operations and Desktop Support
Solicitation Number (TORFP #):	D38B5400002
Functional Area:	Functional Area 6 Systems/Facilities Management and Maintenance
Issue Date:	10/31/2014
Questions Due Date and Time:	11/14/2014 at 10:00 AM Local Time
Closing Date and Time:	11/21/ 2014 at 10:00 AM Local Time
TO Requesting Agency:	State Board of Elections (SBE)
Send Questions and TO Proposals to:	Whitney Faust Whitney.Faust@maryland.gov E-mail submission strongly preferred. State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401
TO Procurement Officer:	Whitney Faust Office Phone Number: 410-269-2863 Office Fax Number: 410-974-2019
TO Manager:	Stacey Johnson Office Phone Number: 410-269-2925 Office Fax Number: 410-974-2019 e-mail address: Stacey.Johnson@maryland.gov
TO Type:	Fixed price
Period of Performance:	One (1) year and four (4) optional renewal years
MBE Goal:	35%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor provided sites. Some work will be performed at State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401
TO Pre-proposal Conference:	State Board of Elections 151 West Street, Suite 200 Annapolis, MD 21401 11/7/2014 2014 at 3:00 PM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- TO Procurement Officer – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- TO Contractor – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- TO Contractor Manager - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- TO Contractor Personnel – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- Key Personnel – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be

entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify the Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Offerors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. SBE will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

SBE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE participation form (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2- Form D).
- D) Subcontractor reporting shall be sent directly from the subcontractor to SBE. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for Master Contractors to review at a reading room at SBE's address as listed in the Key Information Summary Sheet. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

SBE is issuing this CATS+ TORFP to obtain Data Center Hosting including equipment (for a variety of Elections Systems), Network Administration and Desktop Support services in accordance with the scope of work described in this Section 2. There is also a TORFP out for the application side of this system called MDVOTERS III Application Software Maintenance and Help Desk Services AP (AP TO Contractor). SBE, at its option, may award both contracts to one Master Contractor. The TO Contractor awarded this task order shall be referred to as the Data Center (DC) TO Contractor or TO Contractor in this solicitation. The TO Contractor awarded the Application Software Maintenance and Help Desk Services TORFP shall be referred to as the Application (AP) TO Contractor in this solicitation.

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

SBE expects three (3) resources to be available as of the start date specified in the Notice To Proceed (NTP). SBE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The Administrator of the State Board of Elections is the chief election official for Maryland. In this capacity, the Administrator is responsible for fulfilling the requirements of the Help America Vote Act (HAVA; 42 USC Sec. 15301 et seq.); the National Voter Registration Act (NVRA; 42 USC Sec. 1973 gag et seq.); the Election Law Article of the Annotated Code of Maryland and the Code of Maryland Regulations (Title 33; see elections.maryland.gov Quick Link: Election Law and Regulations); and all current and future federal and Maryland voter registration statutes and regulations as interpreted by SBE.

In Maryland, 23 counties and the City of Baltimore each operate a local elections office. Each office is led by an Elections Director hired by the appointed local board of elections (LBE). The LBEs are staffed, equipped, and maintained largely at the expense of their local government. The State Board of Elections (SBE), located in Annapolis, provides policy and direction to the 24 LBEs in the conduct of elections and the operation of various election-related systems, including MDVOTERS, Voter Services, EMS/BARRS and Results Reporting. Statewide, LBEs conduct elections provided for by the State Election Code, with oversight from SBE. Although LBEs are not legally required to conduct elections for their municipalities, several do provide support voluntarily by agreement with the local governments. In all cases the MDVOTERS serves as the single authoritative list (database) of eligible voters.

As of July 2014, there were 3.7 million active registered voters in Maryland. Registered voter populations per LBE ranged from 12,000 to over 633,000, with the voting population heavily concentrated in the center of the state, i.e., in Baltimore City and in Anne Arundel, Baltimore, Montgomery, and Prince George's counties.

2.3 EXISTING SYSTEM DESCRIPTION

In April 2005, to meet the requirements of the Help America Vote Act of 2002 (HAVA), the State of Maryland awarded a Contract to Saber Consulting, Inc., to implement and operate a single, centralized, statewide voter registration system (VRS). Under the contract, Saber provided: (1) project management; (2) a total system solution, involving hardware, application software, and data communications capability; (3) data conversion; (4) data system coordination with internal SBE systems and other agencies; (5) ongoing system operations, maintenance, and support; and (6) transition of the existing voter registration database systems of SBE and 24 LBEs into a single, centralized, statewide VRS. The new Statewide VRS was named MDVOTERS. From 2005-2010, application and infrastructure support for MDVOTERS has been provided by Saber Consulting. From 2011-2014 application support has been provided by the Canton Group under the Application (AP) contract and infrastructure support has been provided by the Sidus Group under the Data Center (DC) contract. The software is owned by the State Board of Elections, and Sidus operates MDVOTERS on a leased, virtualized environment.

2.3.1 Business Process Supported; Users; System Products

Administered by SBE, MDVOTERS provides a single voter list for the State of Maryland in a centralized database. MDVOTERS is accessed by 24 local boards of elections (LBE) users on a real-time, interactive basis, through a secure wide area intra-network. More than 300 election officials working in 24 local boards of elections across the state access MDVOTERS over a secure intranet for the following key functions:

- Voter Registration
- Voter Search
- Voter Verification
- Voter History
- Street File Management
- Election Creation
- Absentee and Provisional Processing
- Ballot Processing
- Petition Management
- Polling Place Setup
- Election Worker Management
- Statistical and Informational Reports
- Early Voting and Voting Center Management
- Candidacy Filing and Management

2.3.2 System Technology, Components, Interfaces

MDVOTERS operates on a centralized network architecture using CITRIX to emulate functionality for the end users. The architecture is heavily dependent on network connectivity and performance but reduces the need for application management at the local level. In a typical scenario, users log-on to MDVOTERS from their desktop via a Citrix client. The logon request is sent across the local board's T1 connection to their local government network. The 24 local governments use a variety of hardware, routing devices and software to provide firewall protection and to connect to the MDVOTERS WAN/NetworkMD; this variety of solutions adds complexity to the statewide system. Depending on

the configuration (e.g., DNS/non-DNS) at the local government site, users are connected to one (1) of two (2) MDVOTERS data centers. The primary data center, called the Voter Registration Operations Center (VROC) is located in Annapolis. The second data center, called the Continuity Of Operations center (COOP), is located in Cumberland, and provides for redundancy of data and continuity of operations.

2.3.3 Data Center Components.

The server, network, system and security components for each site are listed in Attachments DC 1 VROC and DC 2 (COOP). These attachments are only available to Offerors via the reading room (See Section 1.14).

2.3.4 Test and Development Servers.

In addition to the production data centers, SBE will have contracted development, test and training database servers for use by the Application (AP) TO Contractor but hosted by the Data Center (DC) TO Contractor. They are physically separated in a space apart from the MDVOTERS production servers. This provides a physically separated development and testing platform from the production system. If one (1) Master Contractor is awarded the Task Orders for both the Application maintenance and the Data Center Task Orders, the Test and Development servers shall be physically separated in a space apart from the MDVOTERS production servers. (Currently development servers are being hosted at the existing AP TO Contractor site. These will be cycled out to the new configuration as part of the new DC TO Contractor transition.)

2.3.5 Not all LBE users have access to the Internet (World Wide Web).

At LBEs with access, Internet usage is often limited to employees needing it; connection may be via the local government IT Division or direct subscription by the LBE to an ISP. Access to MDVOTERS is via a restricted access, wide area network provisioned by network Maryland™ and Verizon.

2.3.6 Interfaces.

In real time, or periodically by file transfer, MDVOTERS shares data with other state agencies: (1) to validate voter registration information, (2) to pay election workers, and (3) to provide reports to external organizations and individuals. Data received includes:

- District and Circuit Courts (felony conviction records)
- Motor Vehicle Administration (online driver license and social security number verification; change of address updates, electronic voter registration applications)
- Department of Health and Mental Hygiene/Division of Vital Statistics (death records)
- MDVOTERS export to County/City payroll office to pay election workers
- Montgomery County GIS street file data interface with MDVOTERS
- Other NVRA agencies (electronic voter registration applications)
- Data from other SBE systems: SBE Election Management System (EMS/BARRS); Voter Services; and the electronic poll books.

2.3.7 Voter Services

In 2011, bills passed in the Maryland Legislature that authorized the creation of Online Voter Registration (OLVR) and required Maryland Motor Vehicle Administration (MVA) voter registration. During this time SBE decided to bring in other voter services previously provided by University of Maryland such as Polling Place Lookup and Voter Lookup. Voter Services was created to include all of this functionality. This is currently hosted on a secure private cloud and includes Secure File Transfer Protocol (SFTP) capability, database servers, and a load-balanced Website. It also has a secure link to the MVA for ID verification and another secure link to MDVOTERS for data exchange. There are security tools, intrusion detection, disaster recovery and business continuity for all cloud functionality. MVA Voter Registration became live February 20, 2012, and OLVR became live by July 1, 2012. The TO Contractor provides the equipment, software and warranty services for hosting except for Oracle and Red Hat licenses. The TO Contractor owns the equipment and is responsible for maintaining and refreshing it according to DoIT standards. The website can be seen here: <https://voterservices.elections.maryland.gov>.

2.3.8 Results Reporting

SBE has an Election Night Results Reporting system for the web that is capable of handling large volumes of hits and refreshes. The TO Contractor supports Election Night Results Reporting and provides the equipment and hosting. A specialized load balancer and caching service is used to handle the additional load on a virtualized environment. The TO Contractor owns the equipment and is responsible for maintaining and refreshing it according to DoIT standards.

2.3.9 Election Management System (EMS)/BARRS

SBE uses an Election Management System (EMS) that compiles and designs ballots to be provided to the voting system. This system also provides current lists of candidates, and compiles election results. This system is currently managed by CSC and that contract ends Dec. 31, 2014. SBE is bringing development in-house, and will be creating a new modern system called BARRS by the 2016 Presidential Elections. While development for EMS/BARRS is on-going, the existing system, EMS, must have a new test and development area hosted, as it will be required for dual-system testing, as well as possible special elections. It may be possible for EMS/BARRS to be hosted on this new environment, as well.

2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

With SBE prior approval, the time allocated to these continuing education activities for staff deployed to SBE on a full-time basis **may** be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by SBE in the near future.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines, and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

Definitions and System Requirements. In meeting the requirements of this TORFP there are two (2) attachments to this TORFP which, due to their length, are placed at the end of the document, but which: (1) explicitly define the terms used in this Task Order, and, (2) detail the MDVOTERS system requirements, and are included as requirements under Section 2.6 of the Scope of Work. The two (2) documents are titled, respectively, ATTACHMENT 20 – MDVOTERS DEFINITIONS and ATTACHMENT 21 – MDVOTERS REQUIREMENTS. Items listed on the MDVOTERS REQUIREMENTS document have been satisfied by the previous MDVOTERS contracts as implemented by decisions of the MDVOTERS Change Control Board (CCB), and are included for TO Contractor information and maintenance of the system standard.

2.6.1 TO CONTRACTOR TASK REQUIREMENTS

At a minimum, the work to be accomplished by the TO Contractor under this TORFP shall consist of the following duties and responsibilities.

- A. TO Manager and TO Contractor Staff Meetings.** The TO Contractor shall provide staff to support data center operations, security, network administration and desktop support. The TO Contractor shall meet biweekly with the TO Manager and SBE staff at the SBE or the new VROC location. These meetings are part of Deliverable G— Operate and Maintain Two Voter Registration Data Centers. Initially, the meetings shall be held to plan for the phased move of the system and cutover to production of the data centers in their new locations, and to work out the details of network administration and desktop support. The data center moves shall not disrupt the work of MDVOTERS users. After cutover, the TO Contractor's biweekly meetings shall address data center operations, security, networking, and desktop support issues and plan for upgrade and maintenance activities.

B. **Period Definitions.** The **Base Period** of the Task Order is defined as the period starting with the Notice to Proceed (NTP) and ending on December 31, 2015. The Base Period is composed of:

- The **System Transition Period** which is defined as the period starting from the NTP and ending with Cutover of operations from the current contractor to the TO Contractor, and
- The First-Year Operations Period which is defined as the period starting from the Cutover of operations and ending on December 31, 2015.
- The **Option Years** start on January 1, 2016, 2017, 2018 and 2019 and run through December of their respective year.

C. **System Transition Management Plan (STMP). Deliverable – A1. (System Transition Period Task).** A Draft STMP shall be submitted with the Technical Proposal (See section 3.2.1). The TO Contractor shall submit a Final STMP within 15 calendar days of NTP) that:

1. Provide a qualified management approach and ability to control and deliver the requirements of this TO.
2. Includes an organization chart showing the staff the TO Contractor will assign to work on the move to the new data centers and data center ongoing operation and maintenance. The chart will include for each position: the person's name, position title, and annual hours assigned to the Task Order for at least these areas of responsibility:
 - Data Center Relocation
 - Data Center Operations and Security
 - Coordination with the Application (AP) TO Contractor on interrelated duties
 - Network Administration Duties
 - User Desktop Support

The TO Contractor may propose additional staff or the combining of functions under one (1) position—provided the assigned person is qualified and the duties will be fully addressed.

3. List the TO Contractor staff responsible for data center operations, security, network administration and desktop support and any other staff identified as necessary by the TO Contractor, with their responsibilities, qualifications and experience.
4. Detail the specific plan steps the TO Contractor shall use to transition into being responsible for MDVOTERS: the milestones to be met (e.g., VROC and COOP operational testing of load balancing, catastrophic failure and automatic rollover to the surviving data center, other agency interfaces, data replication, data testing of each database schema (Production, UAT, Sandbox, etc.); the due dates for each milestone; any deliverables (e.g., reports on testing); and, the names of the individuals responsible for each task. The plan shall be developed for the period

from NTP to taking full responsibility for MDVOTERS on Cutover on January 1, 2015. **NOTE: The data center moves shall not take place during the prime elections period from September 1 through November 30. MDVOTERS shall be available to users all year long, and, at least one data center shall be online at all times during the move.**

5. Provide a detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s), including MBE subcontractors.
6. Provide a Risk Management Plan that identifies project risks and mitigation strategies and is maintained throughout the life of the project by the TO Contractor.
7. Schedules four (4) full days prior to taking over responsibility for the MDVOTERS data centers, network administration and desktop support, to meet with SBE Voter Registration Division personnel to create the 2015- Annual Task Order Work Plan. (See next section for details.)

D. STMP Implementation, Cutover and Report, Deliverable - A2. (System Transition Period Task) TO Contractor shall following NTP and approval by the TO Manager implement the STMP. During the implementation period, the TO Contractor shall work with the incumbent in order to take full responsibility for MDVOTERS data center operations, network management and Desktop services. The implementation period is anticipated to begin upon approval of the STMP and shall be completed on December 31, 2014, with **cutover** operation of Data Centers to TO Contractor on January 1, 2015. A Final System Transition Report of task completion and any remaining issues is due to the TO Manager by January 10, 2015.

E. AP and DC MDVOTERS Management's Annual Work Plans. The TO Contractor shall be required to coordinate with the TO Contractor supplying services for MD Voters III AP. Following Cutover, each year in January the Application (AP) TO Contractor and the TO Contractor shall meet with the Voter Registration Division (VRD) staff in Annapolis, Maryland, for 3-4 days to identify the work that needs to be accomplished under the Task Order(s) for that year. (If the schedule permits, this meeting may be held in December, before the start of the new TO year.) The meeting shall be used to define and schedule specific deliverables, e.g., for AP TO Contractor: Joint Application Design (JAD) sessions; new releases; Functional Analyst user training sessions; the Helpdesk Service Level Agreement (SLA) and monthly report requirements; database maintenance activities; and any other major deliverables for the year. For DC TO Contractor: The Annual Work Plan shall include schedule for data center, network administration, and desktop support activities; planned upgrades to data center equipment or software; timing of maintenance activities; LBE equipment to be serviced; and the SLA for services covered under the DC Task Order. Based on the decisions made in this meeting, within 10 business days, the TO Contractor shall forward to the TO Manager a draft MDVOTERS Management Annual Work Plan and updates to the Service Level Agreement to meet the requirements for the year.

- F. **Annual Deliverable and Payment (D&P) Schedule.** Simultaneous with the development of the Annual Work Plan, the TO Contractor shall present an Annual Deliverables and Payment Schedule (using MS Excel) for approval by the TO Manager. The Annual D&P Schedule shall present the deliverables for the TO year according to a spreadsheet format to be provided by the TO Manager. The total dollar amount for all deliverables will be the not-to-exceed amount for the First-Year Operations period or option year as applicable. Schedule columns shall include: month; deliverable; cost; scheduled due date (the last day in a month, unless stated otherwise in this TO or by agreement); item cost; cumulative % of deliverables compared to contract; cumulative amount invoiced to date; invoice number (empty to be filled in) and date invoice approved by TO Manager, with column totals equaling the annual TO value. When the TO Manager approves the Annual D&P Schedule, it shall become the basis for TO Contractor invoicing that year. See paragraph 2.6.1.J. for information on managing tasks not listed in the Annual D&P schedule at the start of the year.
- G. **Operate and Maintain the MDVOTERS Data Centers, Voter Services and Results Reporting;** Network Administration; Desktop Support Services; Establish an SLA and SLA Reporting.
1. **Data Center Operations and Maintenance for VROC and COOP**
- a. The TO Contractor shall establish, provide equipment, staff, operate and maintain two voter registration data centers and host the MDVOTERS statewide voter registration system. One (1) data center, the VROC will be located at a TO Contractor site within 25 miles of 151 West Street, Annapolis, Maryland that shall not require travel across the Chesapeake Bay Bridge. See Attachment DC 1 for a list of the current configuration at the VROC. The other data center, the COOP, shall be operational full-time and be located at a TO Contractor site within Maryland no less than 100 miles from Annapolis that shall not require travel across the Chesapeake Bay Bridge. See Attachment DC 2 for a list of the current configuration at the COOP. These attachments are only available to Offerors via the reading room (See Section 1.14).
 - b. Singly, either of the TO Contractor's data center shall be able to process the peak workload of the entire MDVOTERS community (400 users). The TO Contractor shall provide optimized workload balancing between the two data centers; continuity of business operations, i.e., fail-over to the other data center in case of a "data center down" event; and, full replication of the data transactions recorded at either site.
 - c. The TO Contractor's Data Centers (VROC and COOP) shall meet the minimum standards for a Tier 2 data center and provide:
 - (1) 24/7/365 coverage
 - (2) Fire suppression
 - (3) Redundant heat and humidity control (redundant HVAC)

- (4) Impenetrable security, using firewall, intrusion detection, intrusion prevention and other measures to provide defense-in-depth.
 - (5) Uninterruptible power supply and backup generator
 - (6) DS3 ATM Frame Relay connection to network Maryland
 - (7) Connectivity and continuous access among the two (2) data centers; SBE; the 24 LBEs; and MVA headquarters in Glen Burnie, Maryland.
 - (8) Physical security and controlled access, including physical separation of the MDVOTERS equipment from the TO Contractor's other client equipment, using either a separate, secured room, or a secured, impenetrable cage within a shared server room.
 - (9) Server and Database Monitoring
 - (10) Application Server support – Anti-virus monitoring and signature updates; hot fixes/patches, upgrades; configuration, setups and maintenance; Tripwire; human and tools based performance and availability monitoring
 - (11) Performance Management
 - (12) Incident Management
 - (13) Load Balancing - The TO Contractor shall optimize: (a) individual data center server load balancing; and, (b) load balancing between the two (2) datacenter platforms to optimize performance, especially during election periods, which begin three (3) months prior to the primary election and continue for up to 60 days after the general election.
 - (14) Backup and Recovery (coordinate with AP TO Contractor database staff)
 - (15) Off-Site Tape Rotation (arrange with MDVOTERS System Administrator).
- d. The AP Contractor is required to support the programming of the interfaces and data imports to MDVOTERS. The TO Contractor shall be responsible for ensuring that intersystem online communication, connectivity and file transport are functioning properly.

2. Operate and Maintain Voter Services

The TO Contractor shall provide the equipment, software and warranty services for hosting except for Oracle and Red Hat licenses. It should be at the same location as the VROC. The system shall consist of a secure private cloud to be used by both OLVR and MVA. The cloud shall include SFTP capability, database servers, and a load-balanced Website. The cloud shall also have a secure link to the MVA for ID verification and another secure link to MDVOTERS for data exchange. The TO Contractor shall install and maintain an intrusion detection appliance. The TO Contractor shall implement disaster recovery and business continuity for this system according to DoIT standards. It shall include offsite and onsite full and incremental backup for restoration to a secondary site in the case of a primary site failure. Alerts for system down (network, database or site) need to be automated. Being prepared for peak periods in the election cycle will be required. At peak time in 2012 there were over 10,000 people using

OLVR in one (1) day. It is required that up-time and issues be tracked. Status of up-time and any issues for the OLVR system, as well as a summary report about attackers and attack attempts shall be included in the monthly SLA report. See Attachment VS for current configuration. This attachment is only available to Offerors via the reading room (See Section 1.14).

3. **Operate and Maintain Results Reporting Website**

The TO Contractor shall provide the equipment, system software and warranty services for hosting of an Election Night Results Reporting system for the web that is capable of handling large volumes of hits and refreshes. It shall be located alongside of Voter Services. The TO Contractor shall install a load balancer and caching service to handle the additional load during prime time and create virtual servers on the existing equipment. Website stress and performance testing shall be conducted by the TO Contractor and SBE twice before each election. Additional 24 hour Election Night Support for each election night is also required of the TO Contractor. The TO Contractor shall own the equipment and shall be responsible for maintaining and refreshing it according to DoIT standards. Standards set in the SLA shall be followed.

Status of the system shall be included in the monthly SLA report.

4. **Network Administration and Support** shall include at a minimum:

- a. 24/7/365 coverage
- b. Network Monitoring and Support
- c. Architecture and Component Monitoring
- d. Security Monitoring and Log Review
- e. Load balancing among the servers in each data center and between the VROC and COOP sites
- f. Routing and Switching
- g. Firewall Management
- h. Routers/Switch Management
- i. Intrusion Detection/Prevention System

5. **MDVOTERS Desktop Support**

- a. The TO Contractor shall provide Desktop support services that are responsive to the needs of the local boards and the State Board. This includes support for workstations, scanners, barcode readers, printers and label printers that are used with MDVOTERS. On-site support is included.
- b. Annually, no later than January, SBE and the TO Contractor shall establish a Desktop support SLA that shall specify the Desktop support services to be provided, the local boards participating, the equipment covered, the standard on-call hours and the initial response times.
- c. An annual charge rate per seat for desktop support shall be set in the SLA. The rate shall cover the computer workstation or laptop and peripherals (printers, label

- printers, document scanners, bar code scanners). Participating local boards will be required to sign up for one (1) full year coverage.
- d. Desktop support shall cover only labor and not parts. As is current practice, local boards will order replacement and repair parts through State and local government procurement channels.
 - e. The TO Contractor shall support and troubleshoot Citrix access to the MDVOTERS software application for the 24 local boards using a variety of hardware, routing devices and software, to provide firewall protection and to connect to the MDVOTERS WAN/ NetworkMaryland™.
 - f. The MDVOTERS Help Desk reporting system is managed by the MDVOTERS AP TO Contractor. The TO Contractor shall work within the MDVOTERS Helpdesk system to ensure rapid resolution of support issues and closure of repaired items.
 - g. Upon NTP for this Task Order, the TO Contractor shall assume reporting responsibility for all current MDVOTERS desktop support items as reported in the Help Desk system. The TO Contractor then shall be responsible for repair and resolution of these open Help Desk items.
 - h. The TO Contractor shall receive and respond to the desktop support trouble calls relayed from the MDVOTERS Helpdesk, according to the terms of the SLA. See 2.6.2 SLA for further information.
 - i. During the initial visit, the TO Contractor shall resolve 90% of the time any installation, configuration or repair issue needed to return a user to full operations. (Exclusive of fixes requiring parts to be purchased.)
 - j. Anticipated workload is on-call coverage five (5) days per week. Election periods for Gubernatorial, Presidential, and Special elections begin three months prior to the primary election and continue for up to 60 days after the general election. During these election periods on-call coverage is required seven (7) days per week. The potential Task Order period is from NTP through Dec. 2019. During that period the following elections are scheduled:
 - (1) Gubernatorial –2018 June Primary and November General.
 - (2) Presidential – 2016 April Primary and November General.
6. **Establish an SLA and SLA Reporting.** In the TO Proposal, the TO Contractor shall propose a SLA for operation and maintenance of the two (2) data centers, voter services and results reporting; network administration and desktop support. (See 2.6.2 for SLA minimum contents and reporting requirements.) Following NTP, the TO Manager will communicate with the TO Contractor on the specifics of the SLA in order to ensure the support needs of the agency are met. SBE reserves the right to modify the SLA proposed. The TO Contractor's SLA shall be reviewed and updated annually during the Annual Work Plan meetings discussed in B. above.

H. Respond to MDVOTERS Help Desk Issues

On the cutover date, January 1, 2015, the MDVOTERS III AP TO Contractor becomes responsible for management of the Help Desk reporting system. The AP TO Contractor is

solely responsible for running the user Help Desk and providing a single, central phone number and e-mail address for MDVOTERS users to contact for any problem (e.g., application, database, network, and desktop).

1. Starting January 1, 2015, the TO Contractor staff shall be contacted by the AP Contractor's Help Desk when problems are reported on TO Contractor responsibility areas (e.g., data centers, network, and desktop support).
2. The TO Contractor shall resolve all problems in responsibility areas, formally documented and reported, in performance, malfunction, or deviation from an approved functional or technical specification of MDVOTERS, including any compatibility problems with third-party software or operating system software. Major corrective action by the TO Contractor shall be reviewed and approved by SBE before the TO Contractor proceeds.
3. The TO Contractor shall resolve assigned Help Desk issues and report the resolution to the central Help Desk.
4. If not resolved by the previous contractor, there may be trouble ticket items in the Help Desk reporting system desktop, hardware, connectivity or other items that will transfer to the TO Contractor and become the responsibilities of the TO Contractor.
5. The TO Contractor shall provide a toll-free telephone number for MDVOTERS users to return calls to Desktop support staff for problems already reported to the Help Desk (not for initial reporting of problems.)
6. The TO Contractor shall provide Help Desk Issue Lists weekly, to keep the TO Contractor informed on the status of MDVOTERS issues, the MDVOTERS System Administrator shall forward a list of open tickets for the TO Contractor to update the Help system with work completed or in progress.
7. The TO Contractor shall access and update ticket status in the Help Desk system. SBE staff approved in writing by the TO Manager shall have read and write access to Help Desk system tickets and reports, but only AP TO Contractor Help Desk staff are permitted to create new tickets in the system. Security-cleared TO Contractor staff approved by the TO Manager may be granted read or read/write access to Help Desk system tickets in order to review and report status on their assigned tickets. TO Contractor shall close tickets according to the procedures authorized by SBE.

I. Operate and Maintain EMS/BARRS

The TO Contractor shall provide the equipment, software and warranty services for hosting except for database licenses. It shall be at the same location as the VROC and should be behind the same firewall as MDVOTERS. The system shall consist of a secure private cloud of eight (8) virtualized servers including database servers to be used for ballot creation statewide. The cloud shall have a secure link to MDVOTERS for data exchange. The TO Contractor shall implement disaster recovery and business continuity for this system according to DoIT standards. It shall include offsite and onsite full and incremental backup for restoration to a secondary site in the case of a primary site failure. Alerts for system down (network, database or site) shall be automated.

The TO Contractor shall own the equipment but shall be responsible for maintaining and refreshing it according to DoIT standards.

Status of up-time and any issues for the EMS/BARRS system shall be included in the monthly SLA report.

TO Contractor shall follow standards set in the Service Level Agreement for the service of operating and maintaining EMS/BARRS.

OPTIONAL TASKS TO BE IMPLEMENTED AT SBE DISCRETION

J. Additional Tasks. Other tasks may be identified by the TO Manager during the term of the TORFP. As determined by the TO Manager, these unique tasks may be performed on a “work order” basis. When this occurs, follow the Work Order Process.

Some work orders may require at least minimal System Development Life Cycle management. (See <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>)

K. End-of-Task Order Transition Support. If on the sole determination of SBE it is necessary at some point in time to transition responsibility for the functions covered by this Task Order from the TO Contractor to SBE, or to another vendor; then, the TO Contractor shall provide transition support to ensure a high quality, efficient and timely transition of all functions to SBE or the new SBE vendor. During this transition period the TO Contractor shall fulfill all responsibilities under this Task Order. Also, the TO Contractor shall work with SBE to develop an End-of-Task-Order (ETO) Transition Plan that lists the tasks necessary for transition; and, if necessary, an ETO Deliverables and Payment schedule for any Transition Plan tasks that SBE determines to be outside the scope of this Task Order.

2.6.2 SERVICE LEVEL AGREEMENT (SLA)

Incidents are addressed as per the Incident severity grid below and the target response or resolution times.

Impact Level	Impact	Escalation (Business Hours)	Resolution Time (Business Hours)	Resolution Time (Outside of Business Hours)
1	High Business Impact Example: Issues that result in denying critical functionality to several to <u>all</u> LBEs in the State	Immediate	Within four (4) Hours	Within (12) Hours*
2	Moderate Business Impact Example: Issues that result in denying critical functionality to a <u>single</u> LBE	Within one (1) Hour	Within (12) Hours	Within next business day
3	Low Business Impact	Within one (1) Business Day	Within next two (2) business days	Within next two (2) business days

	Example: issues that deny functionality to a single user			
4	No Business Impact Example: Network is functional, but assistance is required in the configuration or use of the network.	Within Next one (1) Business Day	Within next two (2) business days	Within next three (3) business days

*Resolution time for High Business Impact events during election periods shall be within 7 hours.

- A. Voter registration is a mission-critical function of the State Board of Elections. MDVOTERS, the statewide voter registration system, enables individuals to exercise their right to register to vote; and provides data and reports to: (1) other SBE elections systems; (2) individuals seeking elected office; (3) auditing agencies; and, (4) news outlets. The importance of the continuous operation of MDVOTERS; accuracy in the system’s data and reports; and immediate access to the users statewide cannot be overemphasized.
- B. For the reasons in 2.6.2.A., SBE requires a SLA for MDVOTERS data center operations; security; network administration; and Desktop support services with the TO Contractor. The SLA shall cover the period from **cutover** on January 1 through December 31, 2015. Thereafter, annually beginning in January 2016, the TO Contractor and SBE shall review, modify as needed, and renew the Service Level Agreement.
- C. The SLA shall address at least the following:
 - 1. Response to Help Desk Calls
 - 2. Data Centers services (hardware, daily operations, security, and network administration)
 - 3. Desktop Support services
 - 4. Triage of “System-Down” Events. The TO Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of TO Contractor resources throughout the Task Order term. The order of priority will be:
 - (1) issues preventing operation of MDVOTERS statewide;
 - (2) issues denying critical functionality to several LBEs;
 - (3) issues denying critical functionality to a single LBE, in order from largest LBE to smallest;
 - (4) issues denying functionality to a single user.
 - 5. **Notification of SBE.** Within five (5) minutes of failure, during scheduled support hours, in a data center component, the network, or a state agency interface with MDVOTERS the TO Contractor shall notify by telephone: (1) the Voter

Registration Division and IT Division persons specified by the TO Manager; and (2) the MDVOTERS Help Desk. Follow up e-mails shall be sent to VRD and IT on the progress of repair.

6. Coordination of operations and maintenance with the MDVOTERS AP Contractor
7. Guaranteed Response times
8. Desktop Resolution rates. For this system, a standard of 90% first call or first visit resolution of desktop issues is required, exclusive of fixes requiring parts to be purchased. Failure to maintain this rate will result in a reduction of monthly payments for Desktop support, on a percent by percent basis. Falling below 85% first call/first visit resolution will be basis for replacement of the Desktop support staff or subcontractor.
9. System availability statewide 99% of total time outside of SBE pre-approved downtimes. Calculation based on hours of availability required that month on the Peak Support calendar provided by SBE.

D. SLA Monthly Report. To allow SBE to monitor performance under the Task Order, the TO Contractor shall propose and SBE shall concur on the content of an SLA Monthly Report (Summary and Detail reports). This report will be sent by the TO Contractor to SBE in an electronic format approved by SBE. The SLA Monthly Report is due by the 7th calendar day after month end. Report reviews by SBE may result in requests for changes in operating practices or SLA Monthly Report content, in order to improve management.

1. Report Format. The SLA Report due monthly to the TO Manager shall contain for deliverables that TO year (See table in 2.8) and any added Work Orders:
 - a. Date report submitted
 - b. TO title and number
 - c. Agency name and contact information (TO Manager)
 - d. TO Contractor name and contact information
 - e. Inclusive dates of work performance
 - f. Tasks completed during the month
 - g. Status of open tasks (partly completed deliverables)
 - h. Status of any associated deliverables
 - i. Outstanding issues and resolution status
 - j. Tasks planned for the subsequent period
2. Report Content. Performance Management: The TO Manager needs information from the TO Contractor on MDVOTERS statewide operations. This will be used to validate to the SBE that the system is performing according to the requirements of the Task Order, and may also be used by the TO Contractors to pinpoint, troubleshoot or prevent problems within the application or infrastructure. At a minimum, the SLA Report will include for the reporting period:

- a. Data Center, Voter Services, Results Reporting uptime; downtime and reason: incident; maintenance; equipment replacement.
 - b. Data Center, Voter Services, Results Reporting incidents (unscheduled down times; replication issues, failed backups, equipment failures, other) and corrective action taken.
 - c. Number and types of Security events (attempts to penetrate, etc.)
 - d. Traffic monitoring (bandwidth peak usage by LBE; which LBEs have highest packet volumes); notification of routing problems; individual transaction response times; CPU usage by LBE and function (e.g., report generation); numbers and types of routing problems; source of network bottlenecks and time to repair; transaction response times at the 24 LBEs (sample number each month); incidents of system-wide degradation due to activity of LBE/s and MDVOTERS function involved (e.g., improper set up of large report query); open Helpdesk calls by category, LBE and days outstanding.
 - e. Packets transmitted and received by VROC, COOP.
 - f. SAN storage and need projection: size, available, used, growth in bytes and as a percentage of total size
- E. SBE also intends to establish an SLA with the MDVOTERS AP TO Contractor that includes the provision of Help Desk services. The SLA will require the Help Desk within five (5) minutes of entering a trouble ticket relating to data center, network, or desktop issues to notify the Data Center staff by telephone and e-mail. The TO Contractor shall obtain a copy of the Help Desk services SLA, become familiar with Help Desk problem reporting and issue management procedures, and follow the Help Desk procedures. The TO Contractor shall also ensure that subcontractors to the TO Contractor for this TO follow the Help Desk procedures.
- F. The TO Contractor SLA shall include the following system backup performance level requirements:
1. Tape backups and successful completion of backups of all data sets on daily, weekly and monthly schedule. Backup success – 99.0%.
 2. Backup window is not exceeded. Backup completion on time – 99.0%.
 3. Quarterly testing to validate that backups can be used to restore either individual data elements or restore entire system. Backup validations – 100%.

2.6.3 BACKUP / DISASTER RECOVERY

The TO Contractor shall coordinate with the AP TO Contractor to perform daily, weekly and monthly backups of the data, applications, systems, servers and network device configuration settings. Backups must be completed daily within the downtime window to ensure security of data and availability of the system to users at the start of the next work day. (Section 2.6.2.C.9 gives the standards to be achieved.) Attachments DC 1 and DC 2 list the data center components. The TO Contractor shall deliver backups daily to SBE for storage off-site. The basic rotation and retention schedule for the VROC and COOP is:

2.6.4 VROC

Daily backups. 15 total tapes. TO Contractor shall transport tapes weekly in a locked case to SBE for storage. SBE retains 7-14 daily backup tapes at a time.

Weekly backups. Seven (7) total tapes. TO Contractor shall deliver a new tape to SBE for storage at the beginning of each week. SBE retains six (6) weekly backup tapes at a time.

Monthly backups. 25 total tapes. TO Contractor shall deliver a new tape to SBE the 1st of each month for storage. SBE retains 24 monthly backup tapes at a time.

When the rotation has run for one (1) week, SBE will hold the seven (7) daily tapes and the one (1) weekly tape on hand to start the week. On day one of week two, SBE shall receive from the TO Contractor one (1) weekly and one (1) daily backup tape and SBE shall return seven (7) daily tapes to the TO Contractor for reuse. This rotation shall continue with daily tapes as stated. Weekly tapes shall accumulate for five (5) or six (6) weeks until a monthly tape is delivered and the weekly tape shall be swapped on the 1st of each week. Monthly backup tapes shall be a one for one swap after 24 months (i.e. one tape for each month within the last 24 month will be retained).

2.6.5 COOP

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

2.6.6 DISASTER RECOVERY

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

2.6.7 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

- The AP TO Contractor in coordination with the TO Contractor shall prepare third party software releases and stage at the Development environment for validation. SBE will provide authorization to proceed. SBE will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new system software releases. Any material costs must be passed through with no mark-up by the TO Contractor.
- As part of hosting, the TO Contractor shall lease equipment needed to SBE for MDVOTERS, Voter Services, Results Reporting. See Attachments DC1, DC2, and VS for current configurations. This cost should be included in the Operations and Maintenance price.

- The TO Contractor shall continue to own the equipment and shall be responsible for maintaining and refreshing it according to DoIT standards. TO Contractor shall follow standards set in the SLA.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- The TO Contractor's assigned personnel shall work as needed to cover LBE and SBE normal working hours and to complete routine data center, network administration and desktop support requirements. At a minimum this will be an eight-hour day (08:00 AM to 5:00 PM), Monday through Friday plus any time needed for the TO Contractor to complete data center/network administration/emergency desk top support after users are gone. In addition, data center staff must be on call 24/7 in case of an emergency condition at one of the two data centers.
- A monthly peak support calendar will be provided that will notify the TO Contractor of extended hours support requirements. Extended hours support shall run from 6:00 AM to 10:00 PM during peak election periods. The election period begins three (3) months prior to a primary election and continues through one (1) month after the general election. The TO Contractor is responsible for ensuring system readiness for the users from the start of work daily throughout the year.
- TO Contractor services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. The deliverable for performing system upgrades will be billed as agreed upon in any additional task Work Order.
- Additional Election Night Support is also required of the TO Contractor for the Results Reporting website. Election results are wanted by press, political parties, candidates as well as other members of the public. Each Election Night will require 24 hour support. This is for the Presidential Primary and General, and Gubernatorial Primary and General.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an as-needed basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, SBE will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

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

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to SBE from recognized Law Enforcement Agencies, including the FBI as proposed by TO Contractor. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. SBE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SBE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. SBE reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and SBE IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the TO Agreement.
- F) TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via e-mail using the provided form.

For every deliverable, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

The contents of all documents and communications on this Task Order are for SBE use only and may not be shared with outside parties electronically or by other means of reproduction. All written deliverables (correspondence and printed copies) must be marked as follows: "Subject to Pre-decisional/Executive Privilege; For SBE Internal Use Only." A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

For every deliverable, the TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in

those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverables	Acceptance Criteria	Due Date / Frequency
2.8.4.A1	System Transition Management Plan (STMP)	Plan detailing how TO Contractor intends to manage the transition in accordance to requirements and content described in 2.6.1.C.	NTP + 15 calendar days or sooner.

2.8.4.A2	STMP Implementation, Cutover and Report. Beginning NTP and be completed by 12/31/2014	Document that details plans for transition and implementation in accordance to requirements and content described in 2.6.1.D.	December 31, 2014 with Final Report 1/10/2015.
2.8.4.B	Annual MDVOTERS Management Work Plan.	Microsoft Word Document that provides input on scheduling of data center, network administration, or desktop support activities in accordance to requirements and content described in 2.6.1.E.	January 31, 2015 or as agreed upon by TO Manager and TO Contractor. Annually thereafter.
2.8.4.C	Annual Deliverable and Payment (D&P) Schedule.	Microsoft Word or Excel document describing schedule of deliverables and payment in accordance to requirements and content described in 2.6.1.F.	January 31, 2015 or as agreed upon by TO Manager and TO Contractor. Annually thereafter.
2.8.4.D1	Data Center Operations and Maintenance for VROC and COOP	Services shall be rendered in accordance to requirements in 2.6.1.G.1. SLA Report required (Deliverable 2.6.1.G.6) for services.	Monthly
2.8.4.D2	Operations and Maintenance for Voter Services	Services shall be rendered in accordance to requirements in 2.6.1.G.2. SLA Report required (Deliverable 2.6.1.G.6) for services.	Monthly
2.8.4.D3	Operations and Maintenance of Results Reporting	Services shall be rendered in accordance to requirements in 2.6.1.G.3. SLA Report required (Deliverable 2.6.1.G.6) for services.	Monthly (2 months before an election and 1 month after only)
2.8.4.D4	MDVOTERS Network Administration and Support	Services shall be rendered in accordance to requirements in 2.6.1.G.4	Monthly

2.8.4.D5	MDVOTERS Desktop Support	Services shall be rendered in accordance to requirements in 2.6.1.G.5	Monthly
2.8.4.D6	SLA Report	Services shall be rendered in accordance to requirements in 2.6.1.G.6 and 2.6.2.D	Monthly; due 7th calendar day after month end;
2.8.4.E	Help Desk Report	Description of Help Desk items resolved within SLA timeframes in accordance with 2.6.1.H	Monthly
2.8.4.F	Operations and Maintenance of EMS/BARRS	Services shall be rendered in accordance to requirements in 2.6.1.I. SLA Report required (Deliverable 2.6.1.G.6) for services.	Monthly

Each deliverable above is tied to a payment in the Price Proposal (Attachment 1).

Acceptance criteria for the above deliverables are listed in Section 2.8.2 Additional acceptance criteria for activity reports and other tangible deliverables are: For each written O&M deliverable (i.e. 2.8.4.D1 – 2.8.4.F), draft and final, the TO Contractor shall submit to the TO Manager one (1) electronic copy compatible with SBE's version of Microsoft Office (currently 2007), Microsoft Project and/or Visio. All documentation is to be submitted in Times New Roman, Font Size 12 or larger. If a .pdf copy is used for a deliverable, a separate copy must be provided in a Microsoft editable format such as .docx, .xlsx, or .pptx.

2.9 The contents of all documents and communications on this Task Order are for SBE use only and may not be shared with outside parties electronically or by other means of reproduction. All written deliverables (correspondence and printed copies) must be marked as follows: "Subject to Pre-decisional/Executive Privilege; For SBE Internal Use Only." MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- A. Offeror shall provide evidence in the form of two (2) past engagements lasting at least two (2) years each of providing expertise in managing a Tier 2 Data Center that has hosted web-based, and distributed system applications.

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

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors must propose **three (3) key personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The following minimum qualifications are mandatory. A resume will be submitted for each person proposed, detailing the person's experience and education that fulfills the minimum requirements. An interview of each candidate may be held at the discretion of SBE.

The Master Contractor's staff assigned to this TO must demonstrate expertise as follows:

A. The key person responsible for **Data Center Operations** possesses the following education and experience:

- **Education:** Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline.
- **General Experience:** At least five (5) years of experience directing other IT technical staff in managing all aspects of a Tier 2 (or higher) data center, including the physical plant; physical, communications and data security; oversight for multiple client systems; contract management; and client relations.
- **Specialized Experience:** At least three (3) years of experience managing a data center that hosts mission-critical State of Maryland or federal government systems.

B. The key person responsible for **MDVOTERS Network Administration and Support** must possess the following education and experience:

Requirement: This individual must be certified (credentialed) as Network Administrator in the operating systems for the products used by MDVOTERS: (1) CCNA (CCNP preferred) for Cisco (IOS); (2) Juniper (JUNOS); and (3) F5 (BIGIP/TMOS); ~~(4) Top Layer (IPS5500); and (5) Proventia (ISS).~~ The Network Administrator must possess at least 2 years of experience with (1) Top Layer (IPS5500); and (2) Proventia (ISS).

Experience: Five (5) years of experience in one or more of the following areas: data communications engineering, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

The Network Administrator must possess at least 2 years of experience with (1) Top Layer (IPS5500); and (2) Proventia (ISS).

C. The key person responsible for **Desktop Support Services** possesses the following education and experience:

- **Education:** Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline.
- **General Experience:** At least five (5) years of experience in managing a desktop support operation for a client with user workstations in 10 or more locations distributed across an area extending 100 or more miles end-to-end.
- **Specialized Experience:** At least three (3) years of experience supporting desktop users that access a mission-critical State of Maryland or federal government system.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

The Master Contractor's preferred qualifications are:

- A. Offeror has at least two (2) years of experience providing Citrix client installation, and installation and configuration of desktop devices accessing a web-based application through Citrix.
- B. Offeror has at least two (2) years of experience maintaining data center technical components/architecture in order to support a statewide system with 400 concurrent users.
- C. Offeror has at least two (2) years of experience providing expertise in maintaining communications/connectivity among 10 or more geographic locations and two datacenters when circuit disruptions occur.
- D. Offeror has the ability to maintain high data transfer rates to ensure quick replication of data between the data centers.
- E. Offeror has at least two (2) years of experience hosting multifunction web-based applications in a data center/WAN environment that is fail-safe for operations, secure from external attack or attempts at corruption, and operational 24/7/365.
- F. Offeror has at least two (2) years of experience providing expertise in maintaining a secure system architecture including hardware, firewalls, intrusion detection and prevention software, and PKI encryption (or alternative security) for all data transferred throughout the system.
- G. Offeror has a customer that involves 10 or more geographically separated locations and a database of at least one million records.
- H. Offeror shall provide evidence in the form of two (2) past engagements lasting at least two (2) years each of providing Desktop Support for organizations of more than 100 users located across a state or region 100 or more miles end-to-end.
- I. Offeror has experience providing operational 24/7/365 support.

2.11 RETAINAGE

This section does not apply to this TORFP.

2.12 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work.
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; for a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.13 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if the appropriate signed acceptance form is not submitted. .

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided on a T&M basis under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: “Time Sheet for Elections Systems DC – State Board of Elections Data Center Operations and Desktop Support
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
- D) Employee / resource name
- E) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Period variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)
- F) Signature and date lines for the TO Manager
- G) Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.13.1 T&M INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify SBE as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall e-mail the original of each invoice and signed DPAF for each deliverable being invoiced to SBE at e-mail address Erin Perrone (erin.perrone@maryland.gov),, with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.13.2 FIXED PRICE INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “State Board of Elections” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall e-mail the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to SBE at e-mail address: Erin Perrone (erin.perrone@maryland.gov), with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 SOC TYPE II AUDIT

Service Provider shall be defined as: the entity responsible for directly providing or fulfilling services awarded under the TO Agreement. The Service Provider may be the TO Contractor or a third-party entity. Subservice Organization shall be defined as a third party entity subcontracted by the TO Contractor or Service Provider to provide or perform some portion of the services awarded under this TO Agreement.

The TO Contractor shall have an annual audit performed by an independent audit firm of the Service Provider's handling of the Department's critical functions and/or sensitive information, (collectively referred to as the "Information Functions and/or Processes"). Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department or Agency, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The SOC 2 Report shall be completed annually at the following intervals: Reports should be submitted annually by April 1 for preceding calendar year. With the Presidential Primary occurring in April of 2016, the report should be submitted June 1, 2016 for the 2015 calendar year. If the TO Contractor maintained the system in 2014, a report is to be submitted by April 1, 2015 for the 2014 calendar year.

Work When Performed	Report submission deadline
Jan 1 - Dec 31, 2014	April 1, 2015 (only if TO Contractor performed work in 2014)
Jan 1 - Dec 31, 2015	June 1, 2016
Jan 1 - Dec 31, 2016	April 1, 2017
Jan 1 - Dec 31, 2017	April 1, 2018
Jan 1 - Dec 31, 2018	April 1, 2019

The SOC 2 Report shall report on a description of the TO Contractor and/or Service Provider's system and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the following trust principles: *Security, Availability, and Confidentiality* as defined in the aforementioned Guidance.

The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's and/or Service Provider's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Department or Agency Information Functions and/or Processes through change orders or

Work Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor and/or Service Provider. The TO Contractor and/or Service Provider shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Department or Agency Information Functions and/or Processes.

The scope of the SOC 2 Report shall include work performed by Subservice Organizations that provide essential support to the TO Contractor and/or the Service Provider for the Information Functions and/or Processes provided to the Department or Agency under the Contract. The TO Contractor and/or Service Provider shall ensure the performance of the SOC 2 Audit includes these Subservice Organization(s) in the performance of the SOC 2 Report.

All SOC 2 Reports, including those of the TO Contractor and/or Service Provider's Subservice Organization(s), shall be performed at the TO Contractor's expense.

The TO Contractor and/or Service Provider shall promptly provide a complete copy of the final SOC 2 Report to the Contract Manager upon completion of each SOC 2 Report engagement.

The TO Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of the final SOC 2 Report, the Service Provider's documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Service Provider along with the date(s) when each remedial action is to be implemented.

If the TO Contractor and/or Service Provider currently has an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department or Agency under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department or Agency will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor and/or Service Provider's current information security assessments are acceptable in lieu of the SOC 2 Report.

If the TO Contractor and/or Service Provider fails during the Contract term to obtain an annual SOC 2 Report by the date specified in 2.14.2.1, the Department or Agency shall have the right to retain an independent audit firm to perform an audit engagement a SOC 2 Report of the Information Functions and/or Processes being hosted by the TO Contractor and/or Service Provider. The TO Contractor and/or Service Provider agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department or Agency will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

If the Service Provider is not the Offeror, Offeror shall provide a letter from the Service Provider that describes the Service Provider's support for the SOC 2 Type II Audit as outlined in Section 2.14 of the TORFP. This letter shall be on the Service Provider's letterhead or in a manufacturer or distributor's email.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails.

SBE can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one e-mail, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP # D38B5400002 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP D38B5400002 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP D38B5400002 Technical – Proposal” in Microsoft Word format (2007 or later). The TO Financial Proposal shall be contained in one e-mail, with one attachment. This e-mail shall include: Subject line “CATS+ TORFP # D38B5400002 Financial” plus the Master Contractor Name

One attachment labeled “TORFP D38B5400002 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 - MBE 1A - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 - Mercury Affidavit

- Attachment 16 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Sheet – Signed PDF

3.4 TO PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process
- 5) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.
- 7) Draft SLA: The Master Contractor is to propose a Draft SLA based on the topics covered in 2.6.2 that gives the data center operations; security; network administration; and Desktop: (1) support levels, (2) response times and (3) problem resolution rates that the Contractor will guarantee under the Task Order.

- 8) Contractor-Identified Requirements: If the State has failed to list a requirement that, in the expert opinion of the Contractor, is a function or component critical to the operation and maintenance of the MDVOTERS system, then the Contractor is responsible for including the function or component as an additional requirement in its Proposal and Price bid.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.A	Offeror shall provide evidence in the form of two (2) past engagements lasting at least two (2) years each of providing expertise in managing a Tier 2 Data Center that has hosted web-based, and distributed system applications.	Offeror evidence of compliance here.
2.9.1.B	Offeror shall provide evidence in the form of two (2) past engagements lasting at least two (2) years each of providing expertise in Network Administration for web-based, distributed system applications involving at least 10 nodes, and 100 users.	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly three (3) named resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications. Also images of the following certificates or credentials: (1) CCNA (CCNP preferred) for Cisco (IOS); (2) Juniper (JUNOS); (3) F5 (BIGIP/TMOS); ~~(4) Top Layer (IP5500); and (5) Proventia (ISS)~~ as required for the individual who will be in charge of MDVOTERS Network Administration. **Provide evidence that proposed personnel possess at least 2 years of experience with Top Layer (IP5500) and Proventia (ISS).**

- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
 - 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
 - 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
Submit completed MBE documents Attachment 2 – Form 1A
- E) Subcontractors
Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Offeror team organizational chart
Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide at least three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of

the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name.
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates are not to exceed the

rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP

D) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, SBE will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Oral presentations will be performed for/ proposed personnel from all TO Proposals deemed technically qualified.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). Insert reference to Criminal Background Check Affidavit if pertinent.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Always Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Always Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Always Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Always Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Always Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Always Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Always Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Not Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	MDVOTERS Definitions	Applicable	Do Not Submit with Proposal
Attachment 21	MDVOTERS Requirements	Applicable	Do Not Submit with Proposal
Attachment 22	DC 1 - VROC	Applicable	Do Not Submit with Proposal

Attachment 23	DC 2 - COOP	Applicable	Do Not Submit with Proposal
Attachment 24	VS	Applicable	Do Not Submit with Proposal

If not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # D38B540002

Labor Rate Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)
Base Year		
PERSONNEL 1 – Responsible for Data Center Operations	Insert CATS+ Labor Category	\$
PERSONNEL 2 – Responsible for MD Voters Network Administration	Insert CATS+ Labor Category	\$
PERSONNEL 3 – Responsible for Desktop Support Services	Insert CATS+ Labor Category	\$
Option Year 1		
PERSONNEL 1 – Responsible for Data Center Operations	Insert CATS+ Labor Category	\$
PERSONNEL 2 – Responsible for MD Voters Network Administration	Insert CATS+ Labor Category	\$
PERSONNEL 3 – Responsible for Desktop Support Services	Insert CATS+ Labor Category	\$
Option Year 2		

PERSONNEL 1 – Responsible for Data Center Operations	Insert CATS+ Labor Category	\$
PERSONNEL 2 – Responsible for MD Voters Network Administration	Insert CATS+ Labor Category	\$
PERSONNEL 3 – Responsible for Desktop Support Services	Insert CATS+ Labor Category	\$
Option Year 3		
PERSONNEL 1 – Responsible for Data Center Operations	Insert CATS+ Labor Category	\$
PERSONNEL 2 – Responsible for MD Voters Network Administration	Insert CATS+ Labor Category	\$
PERSONNEL 3 – Responsible for Desktop Support Services	Insert CATS+ Labor Category	\$
Option Year 4		
PERSONNEL 1 – Responsible for Data Center Operations	Insert CATS+ Labor Category	\$
PERSONNEL 2 – Responsible for MD Voters Network Administration	Insert CATS+ Labor Category	\$
PERSONNEL 3 – Responsible for Desktop Support Services	Insert CATS+ Labor Category	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # D38B5400002

Identification	Deliverable	Proposed Unit Price [A]	Unit [B]	Proposed Total Price [C] = [A] x [B]
System Transition Period (NTP to Dec. 31, 2014) Pricing				
2.6.1.A1	A1 – System Transition Management Plan (STMP)	\$	1 Time	\$
2.8.4.2	A2 – STMP Implementation, Cutover and Report.	\$	1 Time	\$
First- Year Initial Operation Period (01/01/2015 to 12/31/2015) Pricing				
2.8.4.3	B –MDVOTERS Management Annual Work Plan	\$	1 Time Annually	\$
2.8.4.4	C – Annual Deliverable and Payment (D&P) Schedule	\$	1 Time Annually	\$
2.8.4.5	D1 – Data Center Operations and Maintenance for VROC and COOP	\$	12 Times (i.e. Monthly)	\$
2.8.4.6	D2 – Operations and Maintenance for Voter Services	\$	12 Times (i.e. Monthly)	\$
2.8.4.8	D4 – Network Administration and Support	\$	12 Times (i.e. Monthly)	\$
2.8.4.9	D5 – MDVOTERS Desktop Support. Single Seat Price \$_____. SBE may used up to 300 seats but does not guarantee this. TO	\$	300 Seats	\$

	Contractor shall charge for actual seats used.			
2.8.4.10	D6 - Establish an SLA and SLA Reporting	\$	12 Times (i.e. Monthly)	\$
2.8.4.11	E – Respond to MDVOTERS Help Desk Issues (on data centers, network and desktop support)	\$	12 Times (i.e. Monthly)	\$
2.6.1.F	F – Operations and Maintenance for EMS/BARRS	\$	12 Times (i.e. Monthly)	\$
LINE 1	TOTAL BASE PERIOD PRICE (Transition plus First-Year)			
Option Year 1 Pricing (01/01/2016 to 12/31/2016)				
2.8.4.3	B – Annual MDVOTERS Management Work Plan	\$	1 Time Annually	\$
2.8.4.4	C – Annual Deliverable and Payment (D&P) Schedule	\$	1 Time Annually	\$
2.8.4.5	D1 – Data Center Operations and Maintenance for VROC and COOP	\$	12 Times (i.e. Monthly)	\$
2.8.4.6	D2 – Operations and Maintenance for Voter Services	\$	12 Times (i.e. Monthly)	\$
2.8.4.7	D3 – Operations and Maintenance for Results Reporting Website	\$	6 Times (i.e. Monthly - 2 months before and 1 month after each election)	\$

2.8.4.8	D4 – Network Administration and Support	\$	12 Times (i.e. Monthly)	\$
2.8.4.9	D5 – MDVOTERS Desktop Support. Single Seat Price \$_____. SBE may used up to 300 seats but does not guarantee this. TO Contractor shall charge for actual seats used.	\$	300 Seats	\$
2.8.4.10	D6 SLA Reporting	\$	12 Times (i.e. Monthly)	\$
2.8.4.11	E – Respond to MDVOTERS Help Desk Issues (on data centers, network and desktop support)	\$	12 Times (i.e. Monthly)	\$
2.6.1.F	F – Operations and Maintenance for EMS/BARRS	\$	12 Times (i.e. Monthly)	\$
LINE 2	TOTAL OPTION YEAR 1 PRICE			
Option Year 2 Pricing (01/01/2017 to 12/31/2017)				
2.8.4.3	B – Annual MDVOTERS Management Work Plan	\$	1 Time Annually	\$
2.8.4.4	C – Annual Deliverable and Payment (D&P) Schedule	\$	1 Time Annually	\$
2.8.4.5	D1 – Data Center Operations and Maintenance for VROC and COOP	\$	12 Times (i.e. Monthly)	\$
2.8.4.6	D2 – Operations and Maintenance for	\$	12 Times (i.e.	\$

	Voter Services		Monthly)	
2.8.4.8	D4 – Network Administration and Support	\$	12 Times (i.e. Monthly)	\$
2.8.4.9	D5 – MDVOTERS Desktop Support. Single Seat Price \$_____. SBE may used up to 300 seats but does not guarantee this. TO Contractor shall charge for actual seats used.	\$	300 Seats	\$
2.8.4.10	SLA Reporting	\$	12 Times (i.e. Monthly)	\$
2.8.4.11	E – Respond to MDVOTERS Help Desk Issues (on data centers, network and desktop support)	\$	12 Times (i.e. Monthly)	\$
2.6.1.F	F – Operations and Maintenance for EMS/BARRS	\$	12 Times (i.e. Monthly)	\$
LINE 3	TOTAL OPTION YEAR 3 PRICE			
Option Year 3 Pricing (01/01/2018 to 12/31/2018)				
2.8.4.3	B – Annual MDVOTERS Management Work Plan	\$	1 Time Annually	\$
2.8.4.4	C – Annual Deliverable and Payment (D&P) Schedule	\$	1 Time Annually	\$
2.8.4.5	D1 – Data Center Operations and Maintenance for VROC and COOP	\$	12 Times (i.e. Monthly)	\$

2.8.4.6	D2 – Operations and Maintenance for Voter Services	\$	12 Times (i.e. Monthly)	\$
2.8.4.7	D3 – Operations and Maintenance for Results Reporting Website	\$	6 Times (i.e. Monthly – 2 months before and 1 month after each election)	\$
2.8.4.8	D4 – Network Administration and Support	\$	12 Times (i.e. Monthly)	\$
2.8.4.9	D5 – MDVOTERS Desktop Support. Single Seat Price \$_____. SBE may used up to 300 seats but does not guarantee this. TO Contractor shall charge for actual seats used.	\$	300 Seats	\$
2.8.4.10	SLA Reporting	\$	12 Times (i.e. Monthly)	\$
2.8.4.11	E – Respond to MDVOTERS Help Desk Issues (on data centers, network and desktop support)	\$	12 Times (i.e. Monthly)	\$
2.6.1.F	F – Operations and Maintenance for EMS/BARRS	\$	12 Times (i.e. Monthly)	\$
LINE 4	TOTAL OPTION YEAR 3 PRICE			
Option Year 4 Pricing (01/01/2019 to 12/31/2019)				
2.8.4.3	B – Annual MDVOTERS Management Work Plan	\$	1 Time Annually	\$

2.8.4.4	C – Annual Deliverable and Payment (D&P) Schedule	\$	1 Time Annually	\$
2.8.4.5	D1 – Data Center Operations and Maintenance for VROC and COOP	\$	12 Times (i.e. Monthly)	\$
2.8.4.6	D2 – Operations and Maintenance for Voter Services	\$	12 Times (i.e. Monthly)	\$
2.8.4.8	D4 – Network Administration and Support	\$	12 Times (i.e. Monthly)	\$
2.8.4.9	D5 – MDVOTERS Desktop Support. Single Seat Price \$_____. SBE may used up to 300 seats but does not guarantee this. TO Contractor shall charge for actual seats used.	\$	300 Seats	\$
2.8.4.10	SLA Reporting	\$	12 Times (i.e. Monthly)	\$
2.8.4.11	E – Respond to MDVOTERS Help Desk Issues (on data centers, network and desktop support)	\$	12 Times (i.e. Monthly)	\$
2.6.1.F	F – Operations and Maintenance for EMS/BARRS	\$	12 Times (i.e. Monthly)	\$
LINE 5	TOTAL OPTION YEAR 4 PRICE			
Out Year Tasks to be Implemented at SBE Discretion				
2.6.1.G.	G – Additional Tasks	\$	1 Time	\$
2.6.1.H.	H – End-of-Task Order Transition	\$	1 Time	\$

	Support.			
2.6.1.I.	I – Contractor-Identified Requirements. (If any: List items/tasks with costs on a separate sheet of paper and include only the total here.)			Total:
LINE 6	TOTAL OUT YEAR TASKS PRICE			

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 1 – PRICE SUMMARY SHEET

	SUMMARY	
LINE 1	BASE PERIOD PRICE	\$
LINE 2	OPTION YEAR 1 PRICE	\$
LINE 3	OPTION YEAR 2 PRICE	\$
LINE 4	OPTION YEAR 3 PRICE	\$
LINE 5	OPTION YEAR 4 PRICE	\$
LINE 6	OUT YEAR TASKS TOTAL	\$
TOTAL EVALUATED PRICE		

ATTACHMENT 2 - MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # D38B540002

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **subcontractor's D-6 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-52-4A. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

-D-1 : D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. If the Bidder or Offeror fails to complete and submit this form with 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.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

____ percent African American ____ percent Asian American
 ____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- Outreach Efforts Compliance Statement (D-3)
 - Subcontractor Project Participation Certification (D-4)
 - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand 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.

3. 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.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

4.4 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other ----- Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other ----- Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other ----- Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other ----- Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE Participation: _____%

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

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____
 Title: _____
 Date: _____

SUBMIT AS INSTRUCTED IN TORFP

4.6 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature

By: _____
 Name, Title
 Date

Subcontractor Signature

By: _____
 Name, Title
 Date

4.7 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT
 <<TO Requesting Agency Name>>

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid:		Total Dollars Unpaid:	
\$ _____		\$ _____	

****If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.**
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<TO MANAGER or applicable POC NAME, TITLE>> <<TO Requesting Agency Name>> <<ADDRESS, ROOM NUMBER>> <<CITY, STATE ZIP>> <<EMAIL ADDRESS>>	<<AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE>> <<AGENCY NAME>> <<ADDRESS, ROOM NUMBER>> <<CITY, STATE ZIP>> <<EMAIL ADDRESS>>
---	---

This form must be completed by MBE subcontractor

4.8 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT
 Minority Business Enterprise Participation

Report#: _____	Contract # _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____	Email: _____	
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1. _____	_____	1. _____
2. _____	_____	2. _____
3. _____	_____	3. _____
4. _____	_____	4. _____
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor: _____		Contact Person: _____
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
<<TO MANAGER or applicable POC NAME, TITLE>> <<TO Requesting Agency Name>> <<ADDRESS, ROOM NUMBER>> <<CITY, STATE ZIP>> <<EMAIL ADDRESS>>		<<AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE>> <<AGENCY NAME>> <<ADDRESS, ROOM NUMBER>> <<CITY, STATE ZIP>> <<EMAIL ADDRESS>>

Signature: _____ Date: _____
 (Required)

4.9 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;

A detailed statement of the efforts made to contact and negotiate with certified MBEs including:

1..1The names, addresses, dates, and telephone numbers of certified MBEs contacted, and

1..2A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;

A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and

The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

4.10 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP# D38B540002 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, State Board of Elections.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the State Board of Elections (SBE), as identified in the CATS+ TORFP # D38B5400002.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # D38B5400002, dated MONTH DAY, 2014, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means Whitney Faust. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between the State Board of Elections and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP

- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**. At the sole option of the State, this TO Agreement may be extended for four (4) additional, one (1) year periods for a total TO Agreement period ending on December 31, 2019.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined in Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

State of Maryland- State Board of Elections

75

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Board of Elections

By: Whitney Faust, TO Procurement Officer

Date

Witness: _____

By: Jeff Darsie, AAG

Date

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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)

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

For this TORFP,

Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.

Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.

A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:

Failure to follow these instructions.

Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.

Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*

A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.

Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.

The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period).

The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5A– MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # D38B540002

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ RFP a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" data-bbox="797 825 1468 999"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
Specialized Experience: Insert the specialized experience description from the CATS+ RFP a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" data-bbox="797 1140 1468 1314"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>								
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5B – PERSONNEL RESUME FORM

CATS+ TORFP # D38B5400002

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>

Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

_____	_____
Signature	Date

Proposed Individual:

_____	_____
Signature	Date

Instruction: Sign each form.

ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore, take 97 South to Route 50 East and exit 24 toward Rowe Blvd. Make a right turn on Taylor Avenue at the District Court intersection. Taylor Avenue dead ends at Westgate Circle. Merge onto Westgate Circle and make a right onto West Street (3rd spoke over of the circle). The State Board of Elections is at 151 West St. Suite 200 approximately 4 blocks down on the right. Knighton parking garage is next to 151 West St. behind Lemongrass Restaurant. There is a sign for the parking garage visible from West St. There is also residential parking in two hour increments in the neighborhood behind the building.

From Washington DC, take Route 50 East and exit 24 toward Rowe Blvd. Then follow the directions above.

ATTACHMENT 7 - NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): D38B540002

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Elections Systems DC – State Board of Elections Data Center Operations and Desktop Support

TO Project Number (TORFP #): D38B5400002

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Stacey Johnson

TO Manager Signature	Date Signed
----------------------	-------------

Name of TO Contractor’s Project Manager: _____

TO Contractor’s Project Manager Signature	Date Signed
---	-------------

ATTACHMENT 9 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: State Board of Elections

TORFP Title: Elections Systems DC – State Board of Elections Data Center Operations and Desktop Support

TO Manager: Stacey Johnson, 410-269-2925

To: **TO Contractor Name**

The following deliverable, as required by TO Project Number (TORFP #): D38B5400002 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # D38B5400002 for Elections Systems DC – State Board of Elections Data Center Operations and Desktop Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Whitney Faust, State Board of Elections on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its State Board of Elections (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Elections Systems DC – State Board of Elections Data Center Operations and Desktop Support TORFP No. D38B5400002 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, 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 TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO 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.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - This Agreement shall be governed by the laws of the State of Maryland;
 - The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

State Board of Elections:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 12 - TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, 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 covered 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 covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor 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.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 - MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRMS 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

**ATTACHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION
(VSBE) FOR STATE OF MARYLAND**

ATTACHMENT NOT REQUIRED FOR THIS TORFP

ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 - SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a D38B5400002 contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by STATE BOARD OF ELECTIONS prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		STATE BOARD OF ELECTIONS shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature)	Contractor Authorized Representative	(Date)	(Signature)	TO Manager (Date)

POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
Email:		Email:	

ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 20 – MDVOTERS DEFINITIONS

To meet the Technical Requirements, Deliverables and other purposes of this TO, the following abbreviations and terms apply and are incorporated as part of **Section 2 - Scope of Work**:

AOC – Administrative Office of the Courts. SBE receives data from the Maryland Court system that identifies individuals with felony convictions. The information system employed by AOC is called JIS. (See JIS.)

Configure – To set up MDVOTERS using system parameters.

COOP – The fully operational MDVOTERS continuity of operations (COOP) data center, located approximately 100 miles from Annapolis, which enables user load balancing and full replication of data transactions occurring at the primary data center (see VROC).

Customize – To set up MDVOTERS by writing State of Maryland-specific computer instructions.

DHMH – Maryland Department of Health and Mental Hygiene. SBE works with the Division of Vital Statistics to receive notice of the deaths of Maryland residents and former Maryland residents who moved to other states.

ELECTrack – SBE system that records information about candidates and campaign finance entities. It tracks those that register as candidates for a given election cycle for national, State, and county offices, keeping track of their status as they move through the various stages of an election. It also records and reports on campaign finance activities, prompts the mailing of notices, tracks late submissions, computes late fees, and publicly disseminates contribution and expense information in accordance with applicable Maryland laws and regulations.

ELECTUS – The statewide voter registration system software application developed by Saber Software, Inc., that has been modified and configured to meet Maryland requirements.

Electronically Transferring Responsibility— Means that access (most likely using security authorization) to all of the voter registration associated images and text/data are transferred/opened/made available to the new LBE, and closed to access by the former LBE. For each voter, the LBE in the voter’s county of residence is responsible for maintenance of the voter registration record. If a voter moves from one county to another, responsibility for the record transfers to the receiving county’s LBE. When scanned materials attached to a voter’s record (e.g., copy of an ID card, other HAVA identification materials, or a scanned voter history card) or other electronic voter data exists, the receiving LBE needs to be sure that all materials associated with the record are transferred to it.

EMS – SBE system that provides for ballot preparation and election results reporting. It takes information about polling places, their accessibility, and the assigned districting, and combines it with information that it maintains about contests, and information that it shares with ELECTrack about

candidates, to produce ballots that conform to Maryland legal requirements. It also compiles election results and voter turnout information at the State level.

Enhancement – A change to the MDVOTERS application software to improve usability. Enhancements are requested by users through the HelpDesk issue reporting system (Spirit). Enhancements first must be approved by the TO Manager in writing before development is started by the Contractor. Enhancements do not include changes to MDVOTERS due to new federal or state statutes. Enhancements are within the scope of the Contractor-proposed Development Hours for this TO. Enhancements are normally implemented within scheduled MDVOTERS Releases. Changes to the total development hours required in a given year may result in a modification to the TO Contract. See also: **Repair; Update/Upgrade/Version.**

HAVA – The Help America Vote Act of 2002, 42 U.S.C. Section 15301 *et seq.*

JIS – Judicial Information System. (See AOC.)

Local Time – Time in the Eastern Time Zone as observed by the State.

MAEO – Maryland Association of Election Officials.

MDVOTERS – Maryland’s single, centralized, statewide voter registration system.

Mirror image – a capture of the data in a system using a backup.

Municipal register – an alphabetized list of all voters who reside in the same municipality.

MVA – The Maryland Motor Vehicle Administration.

networkMaryland – A statewide high-speed backbone providing intra- and interLATA connectivity and services to Maryland’s Public Sector. Information may be obtained at <http://doit.maryland.gov>.

NVRA – The National Voter Registration Act, 42 U.S.C. Section 1973 *gg et seq.*

NTP – Notice to Proceed

Offeror – A pre-approved entity on CATS II that submits a TO Proposal in response to this TORFP.

Performance Reporting—Performance statistics and trend analysis on the MDVOTERS application, system hardware and network. Some key indicators to be measured and reported include: application, hardware, and network uptime; total system uptime; traffic monitoring (which LBEs have highest volumes); notification of routing problems; individual transaction response times; CPU usage by LBE and function (e.g., report generation); source of network bottlenecks; and helpdesk calls by category, LBE and days outstanding. The TO Manager needs information from the TO Contractor on MDVOTERS statewide operations, which will be used to demonstrate to the SBE that the system is performing according to the requirements of the Contract, and may also be used by the Contractor to prevent and troubleshoot problems with the application or infrastructure.

Polling place register – an organized, alphabetized list of all voters who reside in one or more precincts, but are assigned to vote in the same polling location.

Precinct register – an alphabetized list of all voters who reside in the same precinct.

Registered Voters – Individuals whose names and other information is included in the MDVOTERS database as either active or inactive status registrants, excluding individuals in “pending” status.

Release/Update/Upgrade/Version – A full or incremental release (issuance) of the MDVOTERS application, provided at no additional cost to SBE, LBEs, or other State agencies. Includes software and any services related to the implementation of the software. Changes in State and federal statutes or regulations can require an update, upgrade, or version of the MDVOTERS to be released in order for the MDVOTERS to remain in compliance, and any development hours for MDVOTERS changes needed to comply with changes in the law—that exceed the TO Annual Development Hours—will be negotiated, if needed, based on the scope of the change. If a change causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work, an equitable adjustment will be made in the Contract price. The Annual Work Plan will specify the expected number of releases to be delivered, based on whether in an election year (3-4 releases) or non-election year (4-6 releases). The Price Proposal Sheet asks the TO Offeror to estimate the average development hours to be budgeted for a new release, based on TO resources assigned to Maryland, and the total annual development hours budgeted for this TO. Monthly reports will be required on development and warranty hours spent. See also: Enhancement; Repair. Repair – A change made by the TO Contractor to the MDVOTERS application software, to correct a system performance problem or an application software problem reported by a user—during user acceptance testing, or mock election testing, or in production. Problems are recorded in the MDVOTERS HelpDesk issue reporting system. Repairs are covered under the software warranty at no additional cost to the State. Annual repair hours are to be estimated and tracked separately by the TO Contractor from development hours. Development hours shall not be used for repair of software problems. See also: Enhancement; Update/Upgrade/Version.

SBE – The Maryland State Board of Elections.

Source Code; Software Source Code Documentation – Source code includes all compiled and uncompiled source code for the MDVOTERS application. Software source code documentation includes all design tools, documents, and diagrams used in the development of the MDVOTERS source code, including, but not limited to data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagrams, technical and user manuals, the data dictionary and a copy of the development software used to write and compile the source code. In summary, the State will own all software and hardware installed as a result of, and pursuant to, this Task Order.

State – The State of Maryland.

State Business Hours – 8:00 A.M. to 5:00 P.M., Local Time, Monday through Friday, excluding State holidays.

TO – Task Order.

TORFP – Task Order Request for Proposal document that lists the requirements to be met by the TO Contractor awarded the TO.

Unique identifying number (System Requirements at 2.5) assigned to street segments – Streets can run across several counties in the State. When looking at the statewide MDVOTERS street file, an LBE-unique identifying number on a particular street segment will allow an elections office user to tell whether a particular street segment is within that elections office jurisdiction. (For example, the number 13 might be added to all street segments in Harford County.)

Unlimited – as used with respect to the MDVOTERS specifications, the actual numbers (of reports, sorts, etc.) will be determined during design review.

VNC – Voter Notification Card. A card sent by the LBE to a voter to notify the voter of registration status or changes.

VRA – Voter Registration Application. Any of a number of forms used by persons to register to vote.

VRD – Voter Registration Division staff at SBE.

VROC – Voter Registration Operations Center. A data center located within a radius 25 miles of Annapolis which hosts the MDVOTERS application. See also COOP.

ATTACHMENT 21 – MDVOTERS REQUIREMENTS

These are requirements that were provided for the creation of the MD Voters System and are provided here for reference.

The system must provide functions that are flexible and provide customizing options, to ensure that the system complies with all Maryland procedures. Maryland does not intend to change its procedures to work within a rigid system. The system must contain modules that are straightforward and are not labor-intensive. Specifications continue in Table form on the following pages.

Specification	HAVA/NVRA			Comments
1.1 Voter Registration Data Entry Process				
1.1.1 Windows based registrant detail screen for voter processing and inquiry				
1.1.2 Separate fields for voter name: first, middle, last, and suffix <ul style="list-style-type: none"> • Alphabetical by last name, first name then middle name • Uniform, statewide data entry standards 	H			
1.1.3 Automatic, uniform, statewide assignment of registrant ID number and/or unique voter identifier	H			
1.1.4 Automatic assignment of permanent registration date with option to override; using a Year 2000 compliant, four-digit year				
1.1.5 Voter residence information fields unlimited capability, i.e., without exception, address fields have capacity to accommodate overseas, non-standard, and long military addresses with multiple lines. <ul style="list-style-type: none"> • State of Maryland default • Option to select standard or non-standard addresses. Ex. of non-standard is "Hwy 96, 1 mile south of Highsmith Homestead" • Automatically populate zip when town is entered or populate town when zip is entered 				
1.1.6 Voter mailing information fields - unlimited character capability <ul style="list-style-type: none"> • At least four fields (lines of address) • Optional field for APO, etc. address • Visible on voter detail screen • Capability to identify whether mailing is to a confirmed or unconfirmed address 				
1.1.7 Continuous entry with tab key, hard coded hyphens or slashes for dates, Social Security numbers and phone number, consistent fixed capitalization and data entry standards (most proper feature)				
1.1.8 Duplicate voter registration checking feature <ul style="list-style-type: none"> • Warning message appears • Immediate access to real time database information to determine if person is already registered • Checking process to begin after uniform defined minimal information is entered 	H, N			
1.1.9 Use of "Enter" or "Function" keys for various functions				

Specification	HAVA/NVRA			Comments
1.1.10 Automatic assignment of all Maryland jurisdictional divisions, such as: District/Precinct/Municipalities/Wards, as well as Police districts, ballot style, polling place & elected officials. Capability to: <ul style="list-style-type: none"> • Relate elected officials to registrant detail screen • View current polling place and address on voter detail screen • View current District/Precinct and Municipality on voter detail screen • Automatically populate Zip Code when town entered or vice versa. 				
1.1.11 Upon entry of registrant, connectivity and access to a database that provides instant verification of Driver's License or last four digits of Social Security number				
1.1.12 Easy access tool bar or tabs to allow for voter information functions. To include but not limited to: <ul style="list-style-type: none"> • Ability to produce or generate VNC from registrant detail screen • Refresh button to clear screen for next inquiry • Easy initiation of voter search window • Save changes to voter's record • Perform a signature scan from the user workstation • Pop up/pull down system tables for any table field • View the current voter's assigned political districts and elected officials • Look up the current voter's polling place assignment (address, etc.) • Print custom labels (See RFP 1.3 Definitions) • Access to view voter history files 				
1.1.13 Tool bar button to access help facilities				
1.1.14 Tool bar command to access other modules from the voter detail screen (Absentee voter, Election Judge, etc.)				
1.1.15 Capability to scroll to the previous voter while in a voter's detail screen				
1.1.16 Capability to scroll to the next voter while in a voter's detail screen				
1.1.17 Capability to record, track and view a current voter's <ul style="list-style-type: none"> • Previous registration address • Previous name 				
1.1.18 Street file database <ul style="list-style-type: none"> • Capability to auto fill street names • View the street ranges table for detail screen 				Available to all LBES, implemented in Montgomery County only as of 3/1/2010.

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> Link to GIS (reference section 2.3) 				
1.1.19 Registration Source - How registered codes – uniform statewide and centrally maintained (controlled) table. Ex. By Mail, NVRA Agency, MVA, In person, Registration Drive.	N			
1.1.20 Status field and status reason code - uniform statewide and centrally maintained (controlled) table. Ex. Active, Inactive.				
1.1.21 Confidential record check box - identifies the voter's record as confidential				
1.1.22 Optional use VRA control number field. (See Definitions)				
1.1.23 Gender field "None Given" option				
1.2 Voter Registration Maintenance				
1.2.1 Capability to scan registrant's signature; view the voter's signature without the use of a hot key or additional key strokes; signature should be visible on voter detail screen. Store digitized signatures and retrieve on-line within performance requirements.				
1.2.2 Automatic messages like "Save" reminder message or "Are You Sure"				
1.2.3 Capability to scan, attach and view the registration forms of a voter and any related documents, e.g., ID, name, address or party changes, conviction notice, registration cancellation, etc.				
1.2.4 Maryland statewide approved table codes for all system tables				
1.2.5 Capability to produce a user prescribed report to capture daily transactions of voters that can be reviewed by the local board for accuracy				
1.2.6 Compliance with NVRA and HAVA tracking, reporting and notices, in required format prescribed by State Board of Elections	H, N			
1.2.7 Inactive voter maintenance and tracking capabilities	N			
1.2.8 Ability to electronically capture voter history <ul style="list-style-type: none"> Utilize bar code technology Option of how history is to be updated, voted or not voted Provide customized reporting Ability to include where voted and what method Allow editing with proper security clearance 				

Specification	HAVA/NVRA			Comments
1.2.9 Polling place maintenance features: <ul style="list-style-type: none"> • Ability to identify polling places • Ability to track required staffing and equipment • Ability to monitor facilities for accessibility • Ability to define multiple polling places for a precinct 				
1.2.10 Ballot styles maintenance – ability to create, change, add or delete, permanent or new ballot styles with each election.				
<i>1.2.11 through 1.2.17 Deleted</i>				
1.2.18 Automatic Re-Districting and Re-Precincting <ul style="list-style-type: none"> • Ability to split Precincts • Ability to assign an alternative polling place (permanently or temporarily) 				
1.2.19 Capability to electronically transfer responsibility, in images and/or text form, from one county to another.				
1.2.20 Access to previous local address history including district/precinct & polling place information				
1.2.21 Electronic file to hold restricted registrant records or applications with ability for tracking and reporting on each by reason, such as, but not limited to the following: <ul style="list-style-type: none"> • Incomplete information • Suspense • Felon • Under age • Registrants that have moved outside a county but not out of State 				
1.2.22 Inactive removal-path flag, for persons who have not voted during 2 federal elections.	N			
1.2.23 Access to election definition and management for LBEs to define eligible voters for Special, Pres, Gov, Municipal elections.				
1.2.24 Ability to view current changes in a voter's record <ul style="list-style-type: none"> • Simple to read and retrieve • Name change activity • Separate activity files for voting history, address history with district/precinct and polling place attached, notices sent history, political party history, petitions, etc. 				

Specification	HAVA/NVRA			Comments
1.2.25 Ability to easily launch, customize and maintain the petition process <ul style="list-style-type: none"> • Petition history accessed from voter detail screen • Ability to identify eligible voters who signed petition • Ability to print specified reports 				
1.2.26 Ability to easily launch, customize and maintain the Absentee ballot process <ul style="list-style-type: none"> • Ability to flag voter's name on Precinct register • Option to choose when voter history should be posted • Utilize bar code technology 				
1.2.27 Ability to define output for the option to generate labels as needed: <ul style="list-style-type: none"> • When new voter is added • When changes have been made to a voter's file • When notices are generated 				
1.2.28 Capability to identify and store registrants with special needs, in compliance with the Americans with Disabilities Act				
1.2.29 Ability to archive and retrieve upon demand				
1.2.30 Provide customized statistical reports as prescribed by the State Board, i.e. Monthly NVRA and HAVA activity reports, Number registered voters, etc.	H, N			
1.2.31 Source of change Codes/Table - defined by user				
1.2.32 Status change date and reason fields to appear on registrant detail screen				
1.2.33 Identifiers for additional information - appears on the voter's information screen to inform the user of additional attachments to the voter's record				
1.2.34 Access from voter detail screen to notepad function for free text notes for each registrant <ul style="list-style-type: none"> • Easily accessed and instant data entry • Capability to attach the note to a voter's record without difficulty • Voter's record is flagged by an Icon or tab that a note is attached 				
1.2.35 Capability to perform and interrupt searches on all information <ul style="list-style-type: none"> • Use wildcard (%) • Soundex or sounds-like capability • Ability to scroll through a file (tabular view) of records, including those before and after a search, to view entire database from 				

Specification	HAVA/NVRA			Comments
1.3.1 Unique ID# with ability to update local board of elections code	H			
1.3.2 Record access - with proper access, based on security assignments (see 2.0 System Administration\ Security\ User\Rights), new county allowed to change county code and address				
1.3.3 Identify voter registration record for transfer of responsibility process to a new jurisdiction <ul style="list-style-type: none"> • Provide area for new/changeable information for new jurisdiction • Address • Party Affiliation • Name <ul style="list-style-type: none"> – Ability to attach image file of document – Comment section for either county to use 				
1.3.4 Automatic notification of transfer of responsibility to new jurisdiction				
1.3.5 Voter notification card generated once accepted by new county				
1.3.6 Reports on demand of how many transfers sent, received, and/or waiting for acceptance				
1.4 NVRA Compliance Management <i>Introduction</i> This registration system must provide the means to support the management of registrant records, documents and statistics reporting required by the National Voter Registration Act of 1993.		N		
1.4.1 Maintain information on every organization that registers voters				
1.4.2 Track and report the number of voter registration forms issued to each organization. These tracking capabilities should be at both local and state level				
1.4.3 Track and report the number of new registrants by registration code				
1.4.4 Track and report the number of duplicate records by registration code				
1.4.5 Identify registrants who are to receive NVRA address verification mailings				
1.4.6 Produce print file or export of registration data to generate list maintenance notices (Specimen Ballots). Data must include registrant ID# and bar code				
1.4.7 Produce and track confirmation correspondence for registrants with returned mailing				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> System must allow alternate mailing address System must allow "on demand" or batch processing 				
1.4.8 Maintain statistical information for all NVRA generated correspondence				
1.4.9 Identify and change the status of Inactive voters <ul style="list-style-type: none"> To include registrant status from Active to Inactive To include registrant status from Inactive to Active To include registrant status from Inactive to Delete 	H (third bullet only)			
1.4.10 Report information on status activity for all Inactive registrants				
1.4.11 Transfer, report and track a registrant's records, including transfers, in both the previous and new Maryland counties				
1.4.12 Produce an SBE approved statistical report regarding all of the county's registration activity <ul style="list-style-type: none"> Allow this report to be prepared at local boards or for the entire database at the state level Allow this report to be prepared on a scheduled monthly basis or "on demand" On-demand statistics report should produce real-time data 				
1.5 Duplicate Voter Registration Checking				
1.5.1 Automatically check statewide for duplicate registrations at time of creating a new voter record at local level	H/N			
1.5.2 Ability for State and local offices to set their search criteria for duplicate checking (e.g., Name, DOB, address). (Limits on ability to be determined during testing, and set based on effect on system wide performance.)				
1.5.3 Ability to check for potential duplicates and provide a listing <ul style="list-style-type: none"> Statewide check on demand Local level check on demand 	H (both bullets)			
1.5.4 Compliant with HAVA, NVRA, State and Federal Regulations	H/N			
1.6 Provide User defined Search Capabilities with ability to search on any field in the Database				

Specification	HAVA/NVRA			Comments
<p>2.0 Street File Processing <i>Introduction</i> The Street File is a basic element of the Voter Registration System. Street Index - The street index function within this system must be administered and maintained at the local board of elections This file does verification of Street Addresses, Street Name spelling and also for the assignment of District/Ward-Precincts, and all associated Maryland jurisdictional divisions and Municipality codes. This further allows the proper placement of registrants in their Polling Places and allows administrators to monitor registration counts based upon these boundaries. The Street File is the basis upon which the voter registration master file is built in an election system. In Baltimore City the District-Precinct is referred to as Ward-Precinct. Street addresses will be determined according to local addressing standards.</p>				
<p>2.1 Validate street names, house numbers and street directions</p>				
<p>2.2 Automatically assign the correct jurisdictional divisions, City Name and Zip Code in the Voter Registration record</p>				
<p>2.3 Montgomery County only—ensure data provided by Montgomery County government GIS, for LBE street file maintenance and Precinct-split mapping, can be loaded to statewide database to preclude manual street file and Precinct-split entry by Montgomery LBE.</p> <p>Link VRS system to standard off-the-shelf GIS for street file maintenance and Precinct-split mapping, if applicable.</p>				<p>Available to all LBEs, implemented in Montgomery County only as of 3/1/2010.</p>
<p>2.4 Provide a utility for pushing changes to the Street file, the District/Ward-Precinct and Municipality files through to the voter registration file</p>				
<p>2.5 Should have a unique identifying number (see Definitions) assigned to the street segments to include a unique County Code. The unique identifying number cannot be duplicated in any other county</p>				
<p>2.6 Street segments should contain the Street Name; Beginning and Ending Street number; an Even, Odd or Both indicator; the City Name; the Zip Code; Street Prefix (directional); Street Suffix; the date the record was last updated and the initials of the operator performing the update. The street index function must be administered and maintained at the local board of elections.</p>				
<p>2.7 Street segments should be easily merged or split to facilitate</p>				
<p>2.8 A process should be provided to export the Street File or to create a Street File Listing in Street Name sequence sorted and/or selected by jurisdictional divisions. This listing should display the unique identifier number, the Street Name, District/ Ward-Precinct, beginning and ending House Numbers, the Even Odd or Both indicator, the City Name, the Zip Code, and all jurisdictional divisions</p>				

Specification	HAVA/NVRA			Comments
2.9 There should be a process to facilitate mass updates of the Voter Registration Database by using the Street File for Maryland jurisdictional divisions, Zip Code, and City Name changes. This would be done following a redistricting action by any of the legislative bodies				
2.10 Provide for tracking and reporting of changes to the street file, to facilitate control over this body of referential data				
2.11 Provide for splits and merges of precincts				
2.12 Provide for street alias maintenance				
2.13 Indicate when an address should contain an apartment/lot/unit or floor number				
2.14 The Ward code field should be allowed to contain alphanumeric entries				
2.15 The Apartment/Lot/Unit or floor field should be allowed to contain alphanumeric entries				
2.16 Restricted access should be maintained under System Administration (security)				
2.17 Ability to review results of mass changes or updates before implementation				
2.18 Strive to meet USPS standards and local addressing standards, such as fractional street numbers				
2.19 Ability to add, edit (i.e. rename) or delete street or street segments				
3.0 Jurisdictional Division File Processes & Polling Place Management <i>Introduction</i> The Jurisdictional Division file allows assignment of Congressional, Legislative, Council, Commissioner and School Board districts to registered voters. It also allows assignment of information for a specific District/Ward-Precinct and its Polling Place. It also allows assignment of information for a specific Municipality and its Polling Places. In Baltimore City the District-Precinct is referred to as Ward-precinct.				
3.1 The Jurisdictional Division file allows the assignment of Congressional, Legislative, Council, School Board, Commissioner and Police districts for each District/Ward-Precinct and each Municipality				
3.2 Legislative and Police districts should be allowed to contain alphanumeric entries. The Ward code portion of the Municipality field should be allowed to contain alphanumeric entries				
3.3 This process should also allow the assignment of the Polling Place Name, the Polling Place addresses (Street number, Street name, City,				

Specification	HAVA/NVRA			Comments
State and Zip Code) the date the record was last updated and the initials of the operator performing the update				
3.4 There should be a process to provide a District/Ward-Precinct file listing in District/Ward-Precinct numeric sequence. This listing should display the following: District/Ward-Precinct; the Polling Place Name; Polling Place address; the Polling room location; the Maryland jurisdictional divisions; the name of the Polling Place manager; Number of Tables needed for an election; Polling Place phone number; a free text comments section; the date the record was last updated, and the initials of the operator performing the update				
3.5 There should be a process to provide a Municipal file listing in Municipal sequence. This listing should display the Municipality, the Polling Place Name, Polling Place addresses, the Polling room location, the name of the Polling Place manager, Number of Tables needed for an election, Polling Place phone number, free text comments section, the date the record was last updated and the initials of the operator performing the update				
Polling Places				
3.6 Identify potential polling places and their facilities				
3.7 Display on one screen per confirmed polling place all attributes such as: equipment, supplies, rent, telephone and staffing.				
3.8 Monitor facilities for compliance with the Americans with Disabilities Act				
3.9 Provide street directions for traveling to polling place				
3.10 Allow multiple polling locations to be defined for each precinct				
3.11 Provide for maintenance information regarding news media and polling location contacts (name, position, co., addr., phone, etc.)				
Specification	HAVA/NVRA			Comments
3.12 Provide, or interface with, images for Polling Place, Polling Room, and directions to street address				

Specification	HAVA/NVRA			Comments
4.0 Election Set-Up <i>Introduction</i> The system must provide for election management and processing, including the capability to define and maintain an unlimited number of elections at the same time. The system must provide for various forms of registers, including an electronic register when this technology is available.				
4.1 Setting Up Election Criteria				
4.1.1. Set up a new election from scratch, defining the following: <ul style="list-style-type: none"> • Election name • Election code • Election date • Books closed date • Parties eligible to vote • Eligible registrant status • Jurisdictions eligible to vote • Polling places to be used • Register splits to be used, such as by letter range, by each letter, or by number of voters <ul style="list-style-type: none"> • Ballot style for each district/precinct 				
4.1.2 Set up a new election by copying and editing a previous election				
4.2 Maintenance of an Existing Election				
4.2.1 Edit election definitions as necessary				
4.3 Printing of Registers				
4.3.1 Production of an export file for an outside printer				
4.3.2 Printing of registers for ID Required, Inactive and Active voters separately or together—ID Required or Inactive registrants must be identified on the register	H			
4.3.3 Capability to add indicators on registers for Absentees, Inactive, early provisional voters and ID requirements (HAVA)	H			
4.3.4 Option to exclude Absentee voters from registers				
4.3.5 Option to exclude underage registrants from registers				
4.3.6 Option to include bar codes on registers				
4.3.7 Option to define splits in the registers				

Specification	HAVA/NVRA			Comments
Specification	HAVA/NVRA			Comments
4.4 Printing of Voter Authority Cards				
4.4.1	In-house production of Voter Authority Cards			
4.4.2	Provide flexible sort options			
4.4.3	Production of an export file for an outside printer			
4.4.4	Printing of Voter Authority Cards for Inactive and Active voters separately or together			
4.4.5	Option to exclude Absentee voters from the printing of Voter Authority Cards			
4.4.6	Option to exclude underage registrants from the printing of Voter Authority Cards			
4.4.7	Option to include bar codes on Voter Authority Cards			
4.5 Ballot Style Information				
4.5.1	Capability to track ballot numbers within ballot styles			
4.6 Election Reporting Provide reports for a specific election regarding election management and processing, broken down by party, age, and district/precinct. All Reports are to include sub-totals and totals				
4.6.1	Election set-up information (print out)			
4.6.2	Number and percentage of eligible voters who voted			
4.6.3	Number and percentage of eligible voters who voted at polling place			
4.6.4	Number and percentage of eligible voters who voted by Absentee by category			
4.6.5	Number and percentage of eligible voters who voted by Provisional Ballot by category			
4.6.6	Ad Hoc Reporting Capability			
4.6.7	Statistics for past elections			

Specification	HAVA/NVRA			Comments
<p>5.0 Election Worker <i>Introduction</i> The system should provide a complete Election Worker maintenance module that allows for the management of Election Worker information, including active and available workers, Election Worker history and training information, payroll information, along with the ability to create labels and reports for Election Workers and create payroll transfer files for transferring the Election Worker data to systems that will ultimately produce payroll checks.</p>				
<p>5.1 Create/modify/delete Election Worker record - some of the following data items should be retrieved from the voter registration data</p>				
<p>5.1.1 Ability to capture following data items for each Election Worker</p> <ul style="list-style-type: none"> • Voter ID Number • Status (to include unregistered poll workers such as under 18, out-of-county, state/county employee) • Election Worker First, Middle Last Name, Title • Street Address • Mailing Address • City Zip Code • Party • Home District/Ward-Precinct • Legislative District • Congressional District • Council/Commissioner/City Council District • Election Year/Election T type • Position • Work District/Ward-Precinct • Working out-of-Precinct Flag • Willing to Work Out of Precinct Flag • Previous Work District/Ward-Precinct • Home Telephone • Work Telephone • Fax Number • Cell Telephone • Email Address • Social Security Number • Age • Date Oath Sent • Date Oath Returned • Pay Code Flag • Reminder Sent Flag • Training Scheduled Flag 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Training Completed Flag • Training Class Scheduled • Training Date • Foreign Language Speaking Flag • American Sign Language (ASL) certified Election Worker Flag • Comments • Election Worker History(capture/store the complete work history) <ul style="list-style-type: none"> – Election Worked – District/Ward-Precinct Worked – Position Worked – Party – Training Completed – Amount Paid 				
5.1.2	Capability of copying previous election's workers to a current election			
5.1.3	Election Worker warning when registrant record is changed			
5.1.4	Do not rehire flag with explanation field: exclude from eligibility for hire			
5.2 Create/modify Election Worker activity records				
5.2.1	Capture the following data items for each activity: <ul style="list-style-type: none"> • Date - activity start and end dates • Activity • Position • Party • Location • Activity Status • Comments 			
5.2.2	Performance evaluation of Election Worker with appropriate confidentiality			
5.3 Assign an Election Worker to a Precinct				
5.3.1	Capture following data items for each precinct: Work District-Precinct Election Year/Election Type Precinct Requirements (number of each position type required) Place Holder for each required position <ul style="list-style-type: none"> • Party • Position 			

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Voter ID • Election Worker Name 				
5.3.2 A position may be filled with two workers (one AM/one PM) of the same party				
5.3.3 Move an Election Worker from one precinct to another				
5.3.4 Display assignment information by precinct for Election Workers assigned to that precinct by party				
5.3.5 Automatically generate an Absentee ballot application for Election Workers not working at home precinct				
5.4 Schedule an Election Worker for training and/or multiple training sessions				
5.4.1 Capture following data items for each training session <ul style="list-style-type: none"> • Date/Time of Training • Type of Training • Number of Students Permitted • Location of Class • Election Worker's Name • Assigned District/Ward-Precinct • Comments 				
5.4.2 Update record when training has been scheduled				
5.4.3 Option to update record with training assessment information				
5.4.4 Update record when training has been completed				
5.5 Election Worker Payroll				
5.5.1 Each position has a current rate of pay which is set by the local board				
5.5.2 Capability of editing pay amount				
5.5.3 Additional monies are paid for completed training or miscellaneous expenses				
5.5.4 Ability for user to create a customized hardcopy report and/or export file for delivery by user to county finance system				
5.6 Print Election Worker materials/reports				
5.6.1 Confirmation Letters/Letters of Oath				

Specification	HAVA/NVRA			Comments
5.6.2 Recruitment/Availability Letters				
5.6.3 Reminder Letters				
5.6.4 Thank You Letters				
5.6.5 Scheduled Training Report by position and party				
5.6.6 Training Roster				
5.6.7 Mailing Labels				
5.6.8 Working Out of Precinct Report (for ABS info.)				
5.6.9 Vacancy Status Report (by position by party within polling place)				
5.6.10 Alpha list by party				
5.6.11 Produce listings and labels by position				
5.6.12 Judges Pay Document (signature sheet or document)				
5.6.13 Election Worker Telephone Lists				
5.6.14 Attendance Report (e.g. training, meetings, etc.)				
5.6.15 Ad Hoc Reporting - Flexible capabilities for all reports--selection criteria, sort options, report format				
5.6.16 Name tags				
6.0 Absentee Voter Record Management <i>Introduction</i> This voter registration system must create and manage the records of any registered voter who applies for and receives an Absentee ballot for any system-defined election. A preprinted application should be produced for anyone whose voter registration record qualifies him or her for Absentee voting. An Absentee record should be created using information in the voter's registration record as well as information from a completed Absentee application. The system should determine the voter's eligibility to receive a specific ballot. If qualified, the system should produce labels for the voter's Absentee ballot envelopes. The system should track all aspects of the issued ballot including the method issued, dates ballot went out and returned, and the status of the returned ballot. All levels of the Absentee process can be done individually or in batches with full utilization of bar-coding technology				
6.1 Create An Associated Absentee Record				
6.1.1 Personalized Absentee Applications: <ul style="list-style-type: none"> • The system should print registration data to a prescribed Absentee application form, as a type of notice, to be selected from the voter registration screen • The application should produce an application on demand or in 				

Specification	HAVA/NVRA			Comments
batches. When prompted, the user should be allowed to include an alternate mailing address <ul style="list-style-type: none"> • The printed application should include the ID# /w bar code, name, residential address, Date of Birth, affiliation, ballot style • The request for an application should appear as a line in the activity history of the voter registration record 				
6.1.2 Create the Absentee record at the point that the completed application is received in the election office				
6.1.3 Information to appear on Absentee screen (which includes information carried over from the voter registration record) <ul style="list-style-type: none"> • Registrant ID# • First, Middle, Last Name & Title • Residential Address • Mailing Address • Telephone number and alternate telephone number • Date of Birth • Party Affiliation • Digitized Graphical Signature • District/Ward-Precinct and all related Maryland jurisdictional divisions • Ballot Style • ID requirement • User Comments: Provide free text field 	H(eleventh bullet / ID requirement only)			
6.1.4 Type of application, for example: formal, informal, party, emergency, national, etc.				
6.1.5 Alternate mailing address for up to three elections				
6.1.6 Allow adequate field sizes for military, college and foreign addresses				
6.1.7 Date the application was received				
6.1.8 Application Status: Accepted, Incomplete, Rejected				
6.1.9 Applicant Codes Supported: <ul style="list-style-type: none"> • Civilian • Military • Overseas Citizen • Nursing Home • Permanent • Provisional 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Student • Board Employee • Election Worker • User Defined 				
6.1.10 Type Applied for: <ul style="list-style-type: none"> • Primary • General • All As Permitted • Special Primary • Special General • Municipal Primary • Municipal General • Two Election Cycles for Military and Overseas 	H (last bullet only)			
6.1.11	Provide a flag for voters requesting permanent Absentee status			
6.2 Capture data about issued ballot				
6.3	Allow and track up to three ballots			
6.4	Ballot Issue Codes, to include but not be limited to: <ul style="list-style-type: none"> • In Office • By Mail • Picked Up • Agent 			
6.5 Ballot Dates Tracked				
6.5.1	Date Ballot Sent - allow this field to be updated individually or automatically populated when batch labels are printed for a specified ballot issue code			
6.5.2	Date Ballot Returned - able to be batch updated from scanned ID bar-code			
6.6 Capture data about returned ballot				
6.6.1	Allow and track up to three ballots			
6.6.2	Ballot Status: <ul style="list-style-type: none"> • Accepted = Timely or Post Mark Timely • Rejected = Including but not limited to Late, Undeliverable, Spoiled, and other State conditions 			

Specification	HAVA/NVRA			Comments
6.7 System should not allow timely acceptance of more than one ballot				
6.8 Agent – Record if a ballot was issued to an agent, and if so, record only the name of the person who returned the ballot (State Law).				
6.9 Provisional Absentee Ballot: Code any Registrant by mail, in accordance with HAVA, who has not previously provided ID H				
6.9.1 Indicate I.D. requirement has been satisfied	H			
6.9.2 User Comments: Provide free text field				
6.10 Reset for new elections				
6.10.1 System should allow the user to reset all Absentee records after each election cycle except for any military/overseas two-cycle applicants (HAVA), who must be reset after the two cycles are complete	H			
6.11 Voting History				
6.11.1 System must post to the voting history of the voter's registration record for any voter whose returned ballot has been accepted, using: <ul style="list-style-type: none"> • Barcode scanning technology • Manual posting of voter history 				
6.12 Printing				
6.12.1 Personalized Absentee Applications - should include the ID# /w bar code, name, residential address, Date of Birth, affiliation, ballot style				
6.12.2 ID Notice - System should produce a requirements notice for any applicant who has not fulfilled the ID requirements for voter registration				
6.12.3 Application Requests Produce a list or labels of voters who request applications Produce notice to voter for incomplete application				
6.12.4 Provide a print job to automatically produce applications and labels for all records/registrants flagged as permanent Absentee applicants				
6.13 Ballot Label Printing – Must be done individually and in batch				
6.13.1 Outgoing Mailing Labels - to include: <ul style="list-style-type: none"> • Registrant ID# • Ballot Style • All Jurisdictional Divisions • Party Code • Full Name 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Address: <ul style="list-style-type: none"> – Absentee mailing address – Voter mailing address – Voter residential address – Bar-coded zip code – Allow for military, foreign, college addresses, etc • Label size must accommodate foreign addresses 				
6.13.2 Ballot Envelope Labels <ul style="list-style-type: none"> • Allow user to define information on these labels, such as: <ul style="list-style-type: none"> – Registrant ID# - bar-coded – Name – Ballot Style – All Maryland Jurisdictional Divisions – Party Code 				
6.13.3 Allow a user to specify quantity of each type; and produce these labels individually or as a batch				
6.14 Additional Printing				
6.14.1 Voter Authority Cards - Allow the optional printing of VACs for Absentee applicants				
6.14.2 Precinct Register <ul style="list-style-type: none"> • Allow printing of a Precinct Register to include Absentee applicants • If Absentee applicants are included on the register, mark the register with an indicator 				
6.15 Reports				
6.15.1 Absentee Voter Turnout <ul style="list-style-type: none"> • After posting voter history, produce statistics report by party affiliation within any specified District Group • Report should include sub-totals and totals 				
6.15.2 Application Statistics for Any Date Range to include the quantity of applications received by: <ul style="list-style-type: none"> • Party • Ballot style • Applicant code 				

Specification	HAVA/NVRA			Comments
6.15.3 Applicant Lists - listing Absentee applicants for any specified date range <ul style="list-style-type: none"> • Provide sort options • Must be able to identify those applicants rejected 				
6.15.4 Overall Statistics – able to produce all statistical reports for post-election surveys required by SBE, FEC, FVAP, and HAVA. To be defined (with SBE input) during design review.	H			
6.15.5 Ballot Status Report to report number of ballots returned within any specified District Group <ul style="list-style-type: none"> • Report should allow various sorts • Must be able to identify those applicants rejected 				
6.15.6 Public Service Requests to include applicants for any date range and any specified District Group and/or party affiliation <ul style="list-style-type: none"> • This report should exclude anyone whose ballot has already been returned. This report should be available in hard copy or in common electronic file formats with an option to define quantities • Report should provide an option to include or exclude the applicant's alternate Absentee mailing address, if any • Option to print labels 				
6.15.7 Ballot Audit Report				
6.15.8 Report the daily use of the number of ballots used within ballot styles (ballot numbers pre-assigned by ballot style in the election set-up)				
6.15.9 Absentee Report – Detail with summary. Report of Absentee applications, ballots sent, ballots received, with totals by party; sort by jurisdictional divisions. Report on number of absentee ballots transmitted and received				
6.16 Security				
6.16.1 Restricted access should be assigned under the System Administration (security)				
6.16.2 All secure registrant records should be blocked in any Public Service Request				

Specification	HAVA/NVRA			Comments
7.0 Provisional Voting <i>Introduction</i> This voter registration system must create a Provisional Voting Record from user-entered data, as well as search results from the central database. A table of ballot codes must be set up in the System Administrative Area. The user will create a Provisional Voter Profile by completing a series of questions based upon information supplied by the Provisional voter. Must have capability to create, save and edit each record. If a current registration record exists in the central database, the system must allow the record to be transferred to the requesting county. Registration statistics should be recorded for both the old and new jurisdictions. Voter Notification Cards should be produced for each Provisional voter. Reports should be produced to reflect the profile of all Provisional Voters in a given election. Once all editing of the Provisional Records is complete, the information should be available for export to a public access file.				
7.1 Create a Record for Provisional Voters				
7.1.1 Allow user to enter information from the Provisional Ballot Application <ul style="list-style-type: none"> • Name • Address • Date of Birth • District/Ward-Precinct where voted • District/Ward-Precinct that coincides with the given address 				
7.1.2 Allow user to search the database <ul style="list-style-type: none"> • If record exists, display: Voter Registration #, Party, HAVA ID requirements (if any) • If no record exists, display: NO 	H (first bullet / ID requirement only)			
7.2 Prompt for Answers to the Following Questions:				
7.2.1 Is Voter registered? Y/N (If no, code NR, not registered)				
7.2.2 Voted in correct D/W-P? Y/N (If no, code WP, wrong precinct)				
7.2.3 Correct Primary Ballot? Y/N (If no, code WB, wrong ballot)				
7.2.4 Is Affidavit Signed? Y/N (if no, code NS, no signature)				
7.2.5 ID provided, if required? Y/N (if no, code ID, no ID provided)	H			
7.2.6 Ballot Accepted in Full, Partially Accepted, or Rejected? A, P, or R (to be edited after Canvass)	H			
7.2.7 Rejection Code:	H			

Specification	HAVA/NVRA			Comments
_____ (use code from above)				
7.3 Comment Section: provide an area for free text				
7.4 Record Transfer of Responsibility — Allow Provisional voters’ registration records to be transferred during period when books are closed				
7.5 Provide a process that posts Provisional voting history to the Provisional voter’s record if his/her ballot application was accepted, partially accepted, or rejected H				
7.6 Specification removed				
7.7 Reports				
7.7.1	Provisional Voter Profile Report — Create a report which includes all Provisional voters ID#, name, answer to each of the questions			
7.7.2	Voting History			
7.8 Export File				
7.8.1	HAVA requires that the State provide free access for a voter to inquire about the status of the provisional ballot application	H		
7.8.2	The information from these records should populate that file			
8.0 Voting History Management <i>Introduction</i> The system should provide the ability to track and maintain the history of all elections in which each registered voter has participated, including where voted and what process was used to cast ballot. Must provide unlimited sort options and the capability to generate unlimited reports and exports.				
8.1 Functions Required				
8.1.1	Capability to create an unlimited number of voting history records for each voter			
8.1.2	Capability to create a voting history record at the time an Absentee ballot is received			
8.1.3	Capability to add voting history on a batch, or individual basis, for example using bar code readers, data import file or voter registration ID number			
8.1.4	Automatic update capabilities with production of Exception report, (i.e. duplicate voters). The frequency of updates will be determined by the State, subsequent to project management and requirements reviews with the Contractor, to define the requirements.			

Specification	HAVA/NVRA			Comments
8.1.5 Capability to view a voting history of voter from the voter detail screen				
8.1.6 Capability to produce hardcopy reports by election history				
8.1.7 Capability to create participation detail and statistical reports after entering voter histories. Must have the capability to print by Maryland Jurisdictional Divisions; should have option to include registrants who did vote or did not vote				
8.1.8 Capability to report mirror image of election any time after posting <ul style="list-style-type: none"> • Party and address to always default to Election Day • Capability to capture party, District/Precinct with voter history 				
8.1.9 Access to a separate file for each registrant's voter history accessible from registrant's record				
8.1.10 Ability to track election participation statistics and create lists and labels for specific election participation <ul style="list-style-type: none"> • By party • By age • By gender • By jurisdictional divisions • By registrant status 				
8.1.11 Option to confirm entry before update				
8.1.12 Capability that allows you to inquire into a voter's Election participation history				
8.1.13 Ability to add, edit or delete a voter's history				
8.1.14 Capability to gather statistics on selected elections for voters <ul style="list-style-type: none"> • State • Federal • Municipal • District/Wards/Precincts 				
8.1.15 Capability to track and report by what method a registrant voted <ul style="list-style-type: none"> • Provisional • Absentee • Polling Place 				
8.1.16 Overall Statistics - able to produce all statistics for post-election surveys required by SBE, FEC, FVAP, and HAVA	H			

Specification	HAVA/NVRA			Comments
<p>9.0 Reporting <i>Introduction</i> Statewide reports and standard LBE reports are to be Maryland-specific, as defined by the State, and provided online in the VRS and in electronic or hardcopy format. These reports and notices must comply with HAVA, NVRA and Maryland Election Law. System must also provide the capability to create ad-hoc reports at will. This function should offer the user all fields available from which to pull data and the ability to control the placement of that data in a layout or format selected by the user. Must have unlimited capability to export all reports, label files and forms into common file formats and present data by detail or statistical summary.</p>				
<p>9.1 Required Capabilities</p>				
<p>9.1.1 Sorting capabilities. The extent of sorting capabilities will be determined by the State, subsequent to project management and requirements reviews with the Contractor, to define the requirements.</p>				
<p>9.1.2 Ability to select from multiple reporting parameters at least by:</p> <ul style="list-style-type: none"> • Date of Birth • Maryland Jurisdictional Divisions • Gender • Party • Voting History • Street name/numbers/directional/unit type/suffix • Registration date • Age • Status codes • Registration codes — how reg.; source of change; reason • Voter Registration ID number • Name, alphabetically either by First, Middle, Last or combination • Zip Code • Activity Codes • Absentee Codes • Election Judge Codes 				
<p>9.1.3 Provide totals and sub totals on all reports</p>				
<p>9.1.4 Capability to auto-generate exception reports showing data not processed by the system.</p>				
<p>9.1.5 Capability to create export files, produce notices, reports and labels with common file format for:</p> <ul style="list-style-type: none"> • Viewing and printing • User defined sort • On a scheduled basis • On demand, individual or batch 				

Specification	HAVA/NVRA			Comments
9.1.6 Capability to allow conditional selection criteria and have the system produce a report if the voter: <ul style="list-style-type: none"> • Is underage • Is an Absentee voter • Voted in a specific election • Voted by Absentee ballot in a specific election • Is a confidential voter • Voted in multiple elections 				
9.1.7 Capability for user to design the layout of all ad hoc reports <ul style="list-style-type: none"> • Ability to manually type report title • Ability to manually type headings • Ability to manually type text field names — Auto-populated from data file • Ability to superimpose a grid on the custom report window with voter fields automatically aligned to the grid lines • Capability to select font size and print sizes • Capability to select and place lines, boxes, bar codes and scanned signatures on reports • Capability to produce custom reports on any size paper, label or form • Capability to invert a selected field (for example: precinct register signature line) 				
9.1.8 Capability to manage large print jobs specifying date and time for printing and export				
9.1.9 Reports for public distribution options to filter out data				
9.1.10 Ability to generate a notice or report based on activity of registrant with option to select any activity type, date range, voter status and/or party				
9.1.11 Capability to generate system reports and notices in a format prescribed by the State Board of Elections <ul style="list-style-type: none"> • NVRA monthly reports • Activity reports • Voter Notification Cards 				
9.1.12 Capability to generate reports by specified date range				
9.1.13 Specification removed				
9.1.14 Ability to produce report information page:				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Option to print banner page - summary of selected criteria <ul style="list-style-type: none"> – Run date – Report Title – Operator – Sort Order – Districts – Precincts – Parties – NVRA Codes – Registration source codes – Voting History – Status of Voter – Gender – Registration date range – Date of Birth range 				
9.1.15	Capability to produce outputs by household			
9.1.16	Ability to create walking list			
9.1.17	Capability to name, save and retrieve ad hoc reports, forms and labels			
9.1.18	Capability to force user defined page breaks			
9.1.19	Capability to convert registrant ID number to a bar code <ul style="list-style-type: none"> • Ability to customize the size of the printed bar code • Capability to produce all standard size bar code 			
9.1.20	Capability to produce postal bar codes			
9.1.21	Ability to select standard report from system menu			
10.0 Petition Module <i>Introduction</i> The system must provide an automated petition process for verification and signature comparison. The program must comply with Maryland State Board of Elections standards and regulations.				
10.1 Maintaining Petitions				
10.1.1	Capability to define petitions <ul style="list-style-type: none"> • Capability to combine petitions, including supplemental filings • Capability to create a single petition • Group and/or petition number • Petition description 			

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Option to restrict number of times a voter may sign a petition • Window displaying all defined petitions • Date submitted • Number of signatures required • Filing deadline • Option to choose number of signature lines per petition page • Contact information file <ul style="list-style-type: none"> – Last, first, middle name and suffix – Organization – Title – Address – City, State & Zip – Phone number 				
10.1.2 Ability to export data from Petition in various formats <ul style="list-style-type: none"> • Names and addresses of signers • Electronic export of petition pages from State Board of Elections 				
10.1.3 Duplicate signatures flag upon entry, stating petition and page number				
10.1.4 Capability to define restrictions for a petition by: <ul style="list-style-type: none"> • Party • Eligible jurisdictions • Registration date • Status - Inactive/removed • Date when petition is signed 				
10.1.5 Fields to track statistics as the petition is processed <ul style="list-style-type: none"> • At-A-Glance summary screen that auto populates upon petition selection • Notify user when minimum signature requirements have been reached 				
10.1.6 Statistical report including: <ul style="list-style-type: none"> • Name of petition • Petition requirements • Total number of pages • Total number of lines • Number of valid signatures • Percent needed • Percent processed 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Number of signatures needed • Number of signatures determined to be invalid • Status • Reason description • Number processed for each reason • Percent processed for each reason • Ability to produce report of voters that signed a particular petition • Names of voters who have signed a certain petition 				
10.1.7 Capability to interface with digitized (graphical) signature database to facilitate the verification of the registrant's signature on the petition screen				
10.1.8 Standard Petition rejection reasons table				
10.1.9 Ability to recalculate petition statistics				
10.1.10 Ability to assign and edit a page number to each page of the petition				
10.1.11 Ability to generate a random sample based on State Board criteria				
10.1.12 Ability to scroll back and forth through the petition pages				
10.1.13 Page Summary report displaying all pages and signature status (See J.10.1.20): <ul style="list-style-type: none"> • Number signatures accepted on each page • Number signatures rejected on each page • Number signatures pending (not accepted nor rejected) on each page • Totals at the end of report 				
10.1.14 Ability to view and produce a hardcopy of each individual page to include but not limited to: <ul style="list-style-type: none"> • Petition Name • Petition Page Number • Name of each person that signed the petition • Status reason 				
10.1.15 Select, edit or add a page with ability to customize page formatting (allowing user to insert page & repaginate the petition)				
10.1.16 Search screen should include: <ul style="list-style-type: none"> • Information fields — user defined 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> • Signature of registrant • Search results —no scrolling to view information • View of petition page (giving print preview of page) • Search criteria: <ul style="list-style-type: none"> – Last name – First name – Middle name – Date of birth – Street number – Street Name – City – Zip – Status – Registration date 				
10.1.17 Ability to select correct registrant from the search results and information is populated on petition page				
10.1.18 Capability to enter registrant's record from petition search screen to make changes: <ul style="list-style-type: none"> • Option to flag and produce a list of voters that have changed their addresses • Ability to auto-process updates on registrant's record when new information is added and generate the appropriate notice and labels 				
10.1.19 Automatically fill status and reason for rejection if requirements are not met — apply to whole petition page				
10.1.20 All signature statuses (J10.1.13) must be entered before being allowed to continue to the next signature.				
10.1.21 Ability to edit status				
10.1.22 Ability to produce a petition duplicate report				
10.2 Web/IVR System Specifications				Available to all LBEs, implemented in Montgomery County only as of 3/1/2010.
10.2.1 General Specifications: <ul style="list-style-type: none"> • The system must provide a Web and IVR Phone System that will answer routine and repetitive questions. Different technologies may 				

Specification	HAVA/NVRA			Comments
<p>be used for the Web access and IVR access, but data must come from same database.</p> <ul style="list-style-type: none"> • Determine and implement effective number of voice mailboxes to route voice messages to individual LBEs, the VRS Operations Center, and the SBE in normal and election periods. (See Call volumes in RFP Sec. 2.3) • Fax back capabilities(e.g., voter requests Absentee ballot application faxed to home/ business) • Must be ADA compliant • Must be able to pull from the VRS: <ul style="list-style-type: none"> -- Voter name - Master Street Index/File - Date of Birth - Registration Status (Active, Inactive) • Ability to leave a voice message (IVR) or email (Web) • Ability to talk with a person • Ability to change information on messages on a recurring basis • Ability to change the number of lines that are dedicated to the system based on high availability periods • Meets Federal and State Security Requirements • Ability to assign user rights • Option for different languages (minimum Spanish and American English) 				
<p>10.2.2 Business Specifications - Information requests of this system can be broken into four categories: 1. Citizens, 2. Election Workers, 3. Candidacy Information, and 4. General Information. Each category should house information specific to that type of requestor with the exception of General Information:</p> <ul style="list-style-type: none"> • Citizens - This information will need to be database driven, as it may be voter specific: <ul style="list-style-type: none"> - Voter Information <ul style="list-style-type: none"> ▶ Polling Location ▶ Whether or not the constituent is registered to the particular county in question ▶ Status of Registration ▶ The voter did not receive information and is requesting this information to be present ▶ Absentee information ▶ Municipal polling location - An option that will forward the voter to the State Board of 				

Specification	HAVA/NVRA			Comments
<p>Elections</p> <ul style="list-style-type: none"> - An option that will forward the voter to their senator or delegate(s) - An option for callers to speak to an operator or voice mail system for information not found in the Web/IVR. - Provisional ballot application status (restricted to the individual voter) • Election Workers (Judges): This information will need to be database driven, as it may be worker specific <ul style="list-style-type: none"> - Need an area of IVR dedicated to election judges to call in for the information below. This information will vary: by LBE, and by election (before and after each election) - The following general information will need to be retrieved by judges/potential judges <ul style="list-style-type: none"> ▶ Status (is the requestor a judge?) ▶ The process of becoming a judge (interest file) ▶ The polling location the judge is assigned to - The following training specific information will need to be retrieved judges/potential judges: <ul style="list-style-type: none"> ▶ When they are scheduled for training ▶ Where they are scheduled for training ▶ Available training locations other than where they have been scheduled ▶ When and where they can pick up their training materials ▶ How they can obtain missing training materials ▶ How they can reschedule training - Have an option for Absentee ballot request when working out of home precinct - The judges will need an option that will automatically connect them with help if they are having machine problems <ul style="list-style-type: none"> - An option for callers to speak to an operator or voice mail system for information not found in the Web/IVR. - An option that will forward the judge to the Local Board of Elections - An option that will forward the judge to the State Board of Elections • Candidacy Information: This information will need to be database driven, as it may be specific to the potential candidate or information 				

Specification	HAVA/NVRA			Comments
<p>requestor:</p> <ul style="list-style-type: none"> - How to become a candidate - Unofficial results - Candidacy status • General Information: All general information will be the same. <p>This information is not dependent on the voter who is requesting the information; it is not database driven</p> <ul style="list-style-type: none"> - Election Dates - Election Deadlines - How to Change Information? <ul style="list-style-type: none"> ▶ Name Change ▶ Address Change ▶ Party Change - Where can individuals register? - What, if any, are registration requirements - Registration Deadlines - Election Results - Duplicate Voter Card Information - Maps - Voting Records - Certificate of Participation - An option for callers to speak to an operator or voice mail system for information not and in the Web/IVR. <p>Employment opportunities</p>				
<p>10.3 Kiosk System (Phase 3) Based on WEB/IVR (RFP Atch J, Sections 10.2.1 above). The VRS software shall have the standard data hooks to interface with a kiosk system. pending federal requirement.</p>				On Hold

ATTACHMENT 22 DC 1 VROC

This attachment is only available to Offerors via the reading room (See Section 1.14).

ATTACHMENT 23 DC 2 COOP

This attachment is only available to Offerors via the reading room (See Section 1.14).

ATTACHMENT 24 VS Voter Services

This attachment is only available to Offerors via the reading room (See Section 1.14).