



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

MDVOTERS II AP

**MARYLAND VOTER REGISTRATION SYSTEM
APPLICATION SOFTWARE MAINTENANCE;
DATABASE MAINTENANCE; AND HELPDESK SUPPORT
SERVICES TORFP**

CATS II TORFP # D38B1400001

STATE BOARD OF ELECTIONS

ISSUE DATE: 8/26/2010

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	MDVOTERS II AP: MARYLAND VOTER REGISTRATION SYSTEM, APPLICATION SOFTWARE MAINTENANCE; DATABASE MAINTENANCE; AND HELPDESK SUPPORT SERVICES
FUNCTIONAL AREA:	FA 6 - System Operations, Maintenance and Support
TORFP ISSUE DATE:	8/26/2010
Closing Date and Time:	09/30/2010 at 12:00 PM
TORFP Issuing Office:	State Board of Elections (SBE), Voter Registration Division, 151 West Street, Suite 200, Annapolis, Maryland, 21401
Questions and Proposals are to be sent to:	Rick Fowlie, SBE Procurement Officer rfowlie@elections.state.md.us
TO Procurement Officer	Rick Fowlie Office Phone Number: 410-269-2863 Office FAX Number: 410-974-2019
TO Manager:	John Clark, MDVOTERS System Administrator Office Phone Number: 410-269-2849 Office FAX Number: 410-974-2019 The Task Order Manager is the SBE representative who monitors the daily activities of the Contract and provides technical guidance to the Contractor.
Project Number:	ADPICS Purchase Order # D38B1400001
TO Type:	Fixed price, deliverables based and Time and materials
Period of Performance:	From the Base Period, which runs from the NTP through December 31, 2011 . SBE, at its sole option, will have the unilateral right to extend the Period of Performance by functional area for two additional, successive, Option Years starting on January 1, 2012, and a third shorter Option Period ending with CATS II expiration in May 2014.
MBE Goal:	26% percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Except as detailed inside, performance will be at the TO

	Contractor's location within Continental United States.
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	MDVOTERS Equipment at the Data Centers is State-owned. Contractor must furnish own equipment and work spaces.
TO Pre-Proposal Conference:	State Board of Elections, 151 West Street, Suite 200, Annapolis, Maryland, 21401 09/08/2010 at 10:00 AM. See the SBE Website at www.elections.state.md.us for directions to SBE.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of Task Order Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 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 TOA, 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 price proposal.

1.3 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 box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #D38B1400001. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #D38B1400001 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #D38B1400001 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 10 – Living Wage Affidavit of Agreement

NOTE: Printed copies of proposals are also required. See section 3.2 for submission of printed copies.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. 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 Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. 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 a Master Contractor'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.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Suite 200, 151 West Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable 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 checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 INSURANCE REQUIREMENTS

The TO Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors.

The Contractor shall maintain a policy of general liability insurance of the proper type and with sufficient limits that the State, its officials, employees, their agents, servants, guests, and subcontractors are reasonably covered in the event of injury or death.

The Contractor shall ensure that the State of Maryland is named as an additional insured on the policies of all property, casualty, liability, and other types of insurance related to the Contract. The Contractor shall deliver certificates of insurance evidencing this coverage before the commencement of any activities under the Contract. The Contractor may use only insurance policies issued by a company licensed to do business in Maryland.

When requested by the State Board of Elections (SBE), the Contractor shall provide current copies of certificates of required coverage.

SECTION 2 – SCOPE OF WORK - AP

2.1 PURPOSE

The State Board of Elections (SBE) is issuing **MDVOTERS II AP**, a CATS II TORFP to obtain operation, maintenance and support services for the statewide voter registration system (MDVOTERS) **application software; database; and Helpdesk.**

In compliance with State information technology and technology security standards and the requirements of the CATS II Contract, the Task Order (TO) Contractor will maintain the MDVOTERS application software so that it continues to comply with the Help America Vote Act of 2002 (HAVA); the National Voter Registration Act (NVRA); the Election Law Article of the Annotated Code of Maryland; the Code of Maryland Regulations (Title 33); and all current and future federal and Maryland voter registration statutes and regulations as these laws and regulations are interpreted by SBE.

Under a separate TORFP (**MDVOTERS II DC**) SBE is contracting for MDVOTERS data center operations and maintenance; network administration; and desktop support. If different Master Contractors are awarded the AP and DC Task Orders, then they must coordinate work under the direction of the SBE TO Manager(s) to ensure the successful operation of the statewide voter registration system (MDVOTERS).

2.2 REQUESTING AGENCY INFORMATION

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 *et seq.*); the Election Law Article of the Annotated Code of Maryland and the Code of Maryland Regulations (Title 33; see www.elections.state.md.us Quick Link: Election Law); and all current and future federal and Maryland voter registration statutes and regulations as interpreted by SBE.

In Maryland twenty-three 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. 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 January 2010, there were 3.4 million active registered voters in Maryland. Registered voter populations per LBE ranged from 12,000 to over 550,000, 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.

SBE has neither work space nor equipment available for Contractor use. The TO Contractor shall provide its staff with the work space and equipment needed to meet the requirements of the Contract. The Contractor shall provide its own internet, phone and facsimile connections to SBE. SBE will provide the

appropriate level of access to the MDVOTERS software, database or intra-network to Contractor personnel, according to their duties under this TO.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

Within SBE, the MDVOTERS Application Owner is the Voter Registration Division. Key management personnel within the division involved in this Task Order are: (1) the State Director of Voter Registration Mary Cramer Wagner; (2) the MDVOTERS System Administrator/**TO Manager** John Clark; and (3) the MDVOTERS Deputy System Administrator Stacey Johnson. Under the direction of the TO Manager, the TO Contractor will provide support to SBE and the 24 LBEs.

The key management roles for the TO Contractor will be the positions overseeing the **project management** responsibilities detailed in 2.6.1.H; the **software maintenance** services in 2.6.1.E; the voter registration **functional analysis and training** services in 2.6.1.E.11 and 14; the **database management** services in 2.6.1.F; and the **Help Desk** services in 2.6.1.D. SBE will require the resumes, and may require interviews, before approving the persons filling these positions initially, and for any subsequent replacements of these personnel.

The Contractor expertise required for this TO is given in section 2.10. The minimum qualifications for contractor personnel filling the above roles are detailed below in Section 2.9.

Coordination of Schedule and Tasks: In addition to meeting the work requirements under either MDVOTERS II AP or in support of MDVOTERS II DC, each Contractor must demonstrate a capability to work effectively with the other, to ensure successful release management, running of data scripts, database tuning, security testing and other information technology functions required for the support of voter registration in Maryland. Contractors will coordinate with the SBE TO Manager to ensure that both data center activities (e.g., system maintenance, backups) and application and database support activities (e.g., install new releases, re-index database) are completed on schedule without disrupting user processing activities.

Other SBE staff: As needed SBE IT staff support MDVOTERS. IT staff include: (1) the SBE Chief Information Officer, (2) an SBE network administrator, (3) an SBE database administrator, and (4) an SBE desktop support specialist. The staff is generally experienced in the Windows environment and Oracle database. An SBE webmaster maintains the SBE web site, where public information is made available on election and registration matters. With regard to MDVOTERS the key responsibilities of the CIO are supervision of the physical and application security program for all SBE information technology; and, contracting and supervision of the network (networkMD and Verizon) over which MDVOTERS data travels.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

Background

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. Since 2005, application and infrastructure support for MDVOTERS has been provided by Saber Consulting. The actual components (including software, hardware and network devices) are owned by the State Board of Elections, and Saber operates MDVOTERS in a Government-Owned Contractor-Operated (GOCO) arrangement.

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 Processing
- Ballot Processing
- Petition Management
- Polling Place Setup
- Election Worker Management
- Statistical and Informational Reports
- Early Voting and Voting Center management

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 of two MDVOTERS data centers. The primary data center, called the Voter Registration Operations Center (VROC) is located in Annapolis. The second data center, called the COOP, is located in Cumberland, and provides for redundancy of data and continuity of operations.

Data center components. The server, network, system and security components for each site are listed in Attachments DC 1 (VROC) and DC 2 (COOP).

Test and Development servers. In addition to the production data centers, SBE has purchased development, test and training database servers for use by the Application contractor at the Application Contractor's development site. This provides a physically separated development and testing platform from the production system. The Application Contractor is singly responsible for maintenance of the Test

and Development servers. If one Master Contractor is awarded the Task Orders for both the Application maintenance and the Data Center Task Orders, the Test and Development servers must be physically separated in a space apart from the MDVOTERS production servers.

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 networkMaryland and Verizon.

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 include:

- District and Circuit Courts (felony conviction records)
- Motor Vehicle Administration (online driver license and social security number verification; change of address updates)
- 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
- Data from other SBE systems: SBE Election Management System (EMS); SBE Candidate Campaign Finance System (ELECTrack); and the electronic poll books.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by SBE for MDVOTERS or anticipated to be implemented by SBE in the near future. 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 are the responsibility of the TO Contractor. The Contractor remains responsible for staffing the function(s) affected and courses will not be approved during statewide election year peak periods.

2.6 REQUIREMENTS

Definitions and System Requirements. In meeting the requirements of this TORFP there are two 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 documents are titled, respectively, ATTACHMENT 11 – MDVOTERS II DEFINITIONS and ATTACHMENT 12 – MDVOTERS REQUIREMENTS. Items listed on the MDVOTERS REQUIREMENTS document, with the exception of Item 10.3, have been satisfied by the MDVOTERS 2005 Contract as implemented by decisions of the MDVOTERS Change Control Board (CCB), and are included for Contractor information and maintenance of the system standard. Item 10.3 is addressed as a separate option on the Price Proposal.

2.6.1 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor under this TORFP shall consist of the following duties and responsibilities. In their TO Proposal response, Master Contractors are to propose the labor categories they will use to fulfill the following requirements:

TO Manager and TO Contractor staff meetings. The Contractor project manager; functional analyst; and lead software developer responsible for new SBE software releases will meet quarterly for up to four days at SBE with the SBE TO Manager and VRD staff. These meetings will be held to discuss application issues and to conduct joint application design (JAD) sessions attended by SBE and LBE representatives. During subsequent TO option years, for each release to be delivered that year—as determined during the Annual Planning Meeting—the se Contractor staff will meet with SBE for the same purposes.

- For the first twelve (12) months of this Task Order, to ensure full understanding and agreement on the functional requirements and specifications of each release being developed, the lead software developer supporting SBE will work onsite at SBE with VR Division staff for 20 business days early in the development phase of each release. In subsequent TO years, should that individual be replaced by another software developer, the new developer will work onsite at SBE for 20 business days early in the development phase of each release.

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, 2011. 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, 2011.

The **Option Years** start on January 1, 2012 and January 1, 2013 and run through December of their respective year. The **Option Period** begins January 1, 2014 and ends on May 14, 2014, the last date of the CATS II Contract.

TO Deliverables:

A. **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 Contractor shall submit a Final STMP to the TO Manager within 15 days of NTP that:

1. Describes the Contractor’s overall project management approach and its ability to control and deliver the requirements of the TO.
2. Provides the resume of the Contractor’s Project Manager that demonstrates the individual’s ability and experience in managing large scale projects. It is expected that the PM will be a Certified Project Management Professional (PMP).
3. Includes an organization chart showing the Contractor’s MDVOTERS support organization, including, for each position: the person’s name, position title, and annual hours assigned to the Task Order for at least these areas of responsibility:
 - Project/task management/coordination with the Data Center Contractor on interrelated duties;
 - Voter registration functional analysis;
 - Software development and maintenance (up to 4000 hours per year);
 - Testing;
 - Quality assurance;
 - Security;

- Database;
- Training;
- Documentation; and
- Help Desk.

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

4. Lists all personnel assigned to carry out the duties identified in A.3. and any other staff identified as necessary by the TO Contractor, with their responsibilities, qualifications and experience.
5. Details the specific plan steps the vendor will use to transition to being responsible for MDVOTERS: the milestones to be met (e.g., VROC and COOP operational testing, other agency interface testing, data replication testing, testing of each environment [see paragraph 2.6.1.F below], etc.); the due dates for each milestone; any deliverables (test report); and, the names of the individuals responsible for each task. The plan will be developed for the period from NTP to taking full responsibility for MDVOTERS, scheduled for January 1, 2011.
6. Provides a detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s), including MBE subcontractors.
7. Provides copies of all contractual agreements with subcontractors.
8. Provides the resumes of all subcontractor personnel assigned to work on the Task Order.
9. Provides a Risk Management Plan that identifies project risks and mitigation strategies and is maintained throughout the life of the project by the Contractor.
10. Schedules four (4) full days prior to taking over responsibility for MDVOTERS support to meet with SBE Voter Registration Division personnel to create the 2011- Annual Task Order Work Plan. (See next section for details.)

STMP Implementation and Report. Deliverable - A2. (System Transition Period Task.)

If awarded the Task Order, the Contractor shall--following NTP and approval by the TO Manager-- implement the STMP. During the implementation period, the Contractor shall work with the incumbent in order to take full responsibility for MDVOTERS application support, database management and Help Desk services. The implementation period will begin after NTP and **be completed on** December 31, 2010, with **cutover** to full TO Contractor responsibility on January 1, 2011. Should there be a delay in taking full responsibility on January 1, 2011 for the requirements of this Task Order that is caused by the TO Contractor, a penalty of 0.5% of the Task Order amount will be incurred for each State working day of delay. A Final System Transition Report of task completion and any remaining issues is due to the TO Manager by January 10th, 2011.

- B. **Annual AP and DC MDVOTERS Management Work Plans.** Following Cutover and each year in January the Application (AP) Contractor will facilitate a meeting of SBE, AP and DC key 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 will be used to define and schedule specific deliverables, e.g., for **AP**: 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**: The 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; the SLA for services covered under the DC Task Order. Based on the decisions made in this meeting, within 10 business days, each Contractor will forward to the TO Manager a draft **AP (DC) MDVOTERS Management Work Plan** and updates to their Service Level Agreement to meet the requirements for the year.

C. Annual Deliverable and Payment (D&P) Schedule. Simultaneous with the development of the Annual Work Plan the TO Contractor for **MDVOTERS II AP** will present a Deliverables and Payment Schedule (using MS Excel) for approval by the TO Manager. The D&P Schedule will 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 Initial Operation Period or Option Year as applicable. Schedule columns will 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 D&P Schedule it will become the basis for Contractor invoicing that year. See paragraph 2.6.1.N. for information on managing tasks not listed in the Annual D&P schedule at the start of the year.

D. Help Desk Services, Lists of Open Help Desk Items by LBE and SLA Help Desk Monthly Report

1. The Contractor shall provide Help Desk user support services that are seamlessly integrated with the Contractor's MDVOTERS application development and testing services.
2. The Contractor shall transition all current and past MDVOTERS Spirit issues to an industry standard HelpDesk system to ensure knowledge of systems issues is not lost.
3. Annually in January, the Contractor and SBE shall establish a Help Desk Service Level Agreement that will specify the Help Desk services to be provided. It is anticipated that services will be required five (5) days per week in non-election periods and six (6) or seven (7) days per week in peak election periods. Help Desk staff will receive, document and resolve trouble calls to the MDVOTERS Help Desk within terms of SLA. A copy of the current Agreement may be viewed at the offices of SBE. A calendar ("Peak Support Calendar") will be provided by SBE monthly based on expected LBE workloads.
4. The Offeror shall identify in its proposal the industry-standard Help Desk management reporting system (Remedy, JIRA/SPIRIT, other) that it will provide for SBE MDVOTERS exclusive use. Prior to the planned January 1, 2011 cutover the TO Contractor shall assume ownership of all current MDVOTERS Help Desk items. The system now in use is the Atlassian JIRA product and MDVOTERS HelpDesk items are called SPIRIT items. The Contractor shall move all current and past tickets in SPIRIT to the Contractor's Help

Desk management system. If the same SPIRIT number cannot be maintained in the new system, the Contractor shall provide to SBE an electronic Trouble Ticket Cross Reference Listing that shows the original Spirit number and the new Help Desk number. The TO Contractor will be responsible then for repair or resolution of all open Help Desk items.

5. The Contractor shall provide MDVOTERS application software technical support staff to receive and process trouble calls 24/7/365. The Helpdesk Technicians shall be trained in the Maryland election business processes and in maintenance and support of MDVOTERS software in order to provide effective person-to-person instruction and resolution of software problems encountered by users. For this mature application, a standard of 90% first call resolution of user software issues is expected. Failure to reach this level of resolution will result in a reduction of monthly payments for HelpDesk support on a percent by percent basis. Falling below 85% resolution will be basis for termination of the Task Order.
6. The Contractor shall resolve all problems, formally documented and reported by SBE, 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. Proposed corrective action by the Contractor must be reviewed and approved by SBE before the Contractor proceeds with implementation of the corrective action.
7. MDVOTERS users will notify the Contractor of problems by telephone, e-mail, facsimile, or in writing, and the Contractor shall respond in accordance with the Service Level Agreement timelines. In any case, the caller shall be given a Help Desk issue number and be kept updated weekly by the reports to SBE on the status of the ticket.
8. The Contractor shall provide a toll-free local telephone number for MDVOTERS users to call to report problems and to obtain status information on trouble tickets. The Help Desk shall be staffed with ELECTUS or MDVOTERS knowledgeable staff. A minimum of 3 first tier and 1 second tier responders will be required. Help Desk open schedules are worked out for each month to allow Contractor staffing. Normal Help Desk hours of operation are from 7:00 a.m. to 7:00 p.m. Eastern time, Monday through Friday. Statewide elections (Primary and General) are held on even calendar years. During statewide election periods (approximately three months before each election) extended hours may be required from 7:00 a.m. to 7:00 p.m. Eastern time, Monday through Sunday. Approximately three weeks before Election Day and three weeks afterward, extended hours, e.g., from 5:00 a.m. to 12:00 a.m. may be required. Large counties and Baltimore City may require extended Help Desk hours to support municipal elections, normally held in the off-election years, and these are scheduled on a case-by-case basis. In addition, Maryland plans to implement Early Voting in 2010, which will begin 10 days prior to each election and will require extended Help Desk hours. All extended hours are at no additional cost beyond the amount awarded under this Task Order.
9. **Issue Lists.** To keep users informed on MDVOTERS issues weekly, the Contractor will send to the MDVOTERS Deputy System Administrator Outstanding Help Desk Issue reports—listed by LBE—in an electronic format approved by SBE. Due to SBE by the 7th calendar day after month end.
10. **SLA Help Desk Monthly Report.** In the TO Proposal, the TO Contractor will propose a Service Level Agreement (see 2.6.3). To allow SBE to monitor the performance of the Help Desk, the Contractor will propose and SBE will concur on the content of an SLA Help Desk Monthly Report (Summary and Detail reports). This report will be sent by the

Contractor to SBE in an electronic format approved by SBE. At a minimum, the SLA Report will include HelpDesk items that were opened that month; were closed that month; remain open; or are work in progress. The SLA Help Desk Monthly Report is due by the 7th calendar day after month end. Report reviews by SBE may result in requests for changes in Help Desk operating practices or Report content, in order to improve the timeliness of issue resolution or the value of the Report to management.

11. **Triage of “System-Down” Events.** The Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of 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) ideas to improve overall system efficiency; and, (6) ideas to improve the efficiency of a group of users performing a particular task.
12. **Single Point of Contact for Users.** The Help Desk will serve as the single point of contact for receiving, recording, first call resolution and tracking the problems reported by MDVOTERS users. For this reason, the Help Desk will attempt to determine the cause of the problem being called in, by asking the user if their problem relates to: (1) MDVOTERS software; (2) security; (3) desktop hardware (workstation; printers; scanners); or, (4) the network.
13. **Software and Security Problems.** Within 5 minutes of any reported software failure or failure in any state agency interface with MDVOTERS, the Helpdesk shall notify by telephone and email the person(s) specified by SBE.
14. **Hardware and Network Problems.** If the user identifies the problem as being with their desktop hardware or the network, the Help Desk—within 5 minutes of completing entry of the trouble ticket—shall notify by telephone the VROC Data Center staff and the person(s) specified by SBE. The call should include the Help Desk tracking number. In addition an email will be sent giving the entire ticket write up and user contact information if the trouble reporting system permits this; if not, the Help Desk tracking number will be given. Email subject lines will read: “Hardware Problem (trouble ticket number)”, or, “Network Problem (trouble ticket number)” as appropriate.
15. **Tracking.** On monthly Help Desk performance reports the counts of hardware and network tickets will be tracked separately from software and security tickets. The closing rates on hardware and network tickets will not be used to evaluate Contractor performance on this Task Order.
16. **Access to 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 Contractor Help Desk staff are permitted to create new tickets in the system. Security-cleared MDVOTERS Data Center staff approved by the TO Manager may be granted read and write access to Help Desk system tickets in order to review and report on hardware and network tickets. The Help Desk or Data Center staff will close hardware and network tickets only according to the procedures authorized by the MDVOTERS System Administrators or the Voter Registration Division Director.

E. MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation, Training and Acceptance

1. **MDVOTERS Source Code and Software Licensing.** The State of Maryland owns the source code for MDVOTERS. The production version compiled source code is available on CDs held by the SBE CIO and the Voter Registration Division. As owners of the source code, there is neither a licensing requirement nor a restriction on the State as to the number of persons or locations of workstations allowed to use, or copies to be made of, the MDVOTERS software. MDVOTERS software is solely for use by persons authorized by SBE; the TO Contractor is not allowed to copy or distribute MDVOTERS software to other users or states.
2. **Software Rights to be Conveyed to the State.** Upon the filing of a voluntary or involuntary bankruptcy petition or any other insolvency proceeding relating to the Contractor, or upon Contractor dissolution, Contractor merger with or acquisition by another company, or Contractor discontinuance of support of any software or system provided under the Contract, the Contractor shall convey to the State all right, title, and interest in all software that comprises any part of the MDVOTERS not yet delivered to SBE together with all licenses, uncompiled and compiled source code, and associated Software Source Code Documentation. These rights include but are not limited to the right to use, and cause others to use on behalf of the State, said software, licenses, source codes, and Software Source Code Documentation.
3. **Ongoing Maintenance.** The Contractor shall provide SBE with continuous MDVOTERS software maintenance including development and installation on application servers new releases, fixes, upgrades, and authorized enhancements originating from: (1) changes in federal or Maryland election law, regulations, or procedures; (2) application design sessions; (3) reported malfunctions, defects, or operational problems; (4) the requirement to build an interface or data exchange process to a new (additional) system or to change an already existing interface or data exchange process; and, (5) new software in the information technology industry that offers greater operating efficiency and requires changes to the MDVOTERS application to implement it. The Contractor shall have experience using the following mandatory development tools--used to maintain the MDVOTERS application--to maintain an ELECTUS-based system:
 - Visual Studio .NET 2003
 - ORACLE 11.1.0.7
 - Active Reports 1.1
 - Vision Shape
 - Image BasicThe Contractor should have experience using the following optional tools:
 - Toad
 - Compare It
 - Text pad
 - Screen Hunter
4. **Multiple Software Versions.** The Contractor will maintain different versions of MDVOTERS software, to provide for control of application development, testing, quality assurance and production operations. See Database Maintenance and Support Services for a description of the different versions and schemas.

5. **Software Warranty.** The Contractor will warrant the MDVOTERS software received from SBE and any software developed for MDVOTERS for the life of this Task Order, including all TO renewal periods. SBE pays only for accepted software working in production for 60 continuous days.
6. **MDVOTERS Languages Changes.** The TO Contractor shall use the same development language and tools currently used to develop the MDVOTERS software and to maintain the MDVOTERS database. No change is to be made to the application or database languages used for MDVOTERS without a written modification to the Task Order approved by the Voter Registration Division TO Manager. Should outputs be required by State or Federal statute or regulation to be produced in a character set other than English, the outputs shall be so provided. Currently, some outputs are provided in Spanish; in the future, Vietnamese language outputs may become required.
7. **Application Software, Print Device and Forms Compatibility.** Any software releases that affect MDVOTERS printing output functions must be compatible with the MDVOTERS-specified printing devices and forms purchased for MDVOTERS users starting in April 2005. In other words, all new MDVOTERS application releases must be “backwards-compatible” and be tested for backwards-compatibility by the TO Contractor prior to release for SBE user acceptance testing (UAT).
8. **Data Edits and Help.** The Contractor will maintain the MDVOTERS data edits and online help prompts that assist users in maintaining standardized voter registration records and processes.
9. **Location.** (For information purposes only.) Under a separate MDVOTERS II DC Task Order the VROC will be located within 25 miles of 151 West Street, Annapolis, Maryland, at a site that will not require travel across the Chesapeake Bay. The production version of MDVOTERS software and the production database will reside at the VROC. A full production copy of the software and database will also reside at an MDVOTERS COOP site that is at least 100 miles from Annapolis. Full data replication will occur in near real-time between the two sites.
10. **Change Control.** Throughout the Task Order the Contractor shall maintain a rigorous, documented program for software change control and configuration management. This program shall include the Contractor’s methodology for: (1) identifying changes needed; (2) unit, integration, and business process testing; (3) quality assurance review; and (4) migration control. The Contractor shall provide a unified Change Management Plan and Communications Plan which will detail the steps the Contractor will follow to: identify needed software changes and MDVOTERS system configuration table changes; obtain required approvals for changes from SBE and Contractor decision makers; and, communicate implementation of the changes to SBE personnel, following testing and acceptance of the change by SBD. The Contractor shall record and retain the changes made to MDVOTERS in an MDVOTERS Software Change Log.
11. **Software Development Procedures and Reporting.** The Contractor shall have standardized, integrated, and documented software development procedures for both management and engineering activities. The Contractor shall employ these procedures for developing and maintaining the MDVOTERS software. The documented process shall be submitted to and approved by the State’s TO Manager before use. All software changes,

upgrades, and enhancements shall be functionally analyzed; documented in functional specifications approved by SBE; and fully tested (Unit and Integration Testing, Business Process Testing and Quality Assurance) before being sent to SBE for UAT and Mock Election testing. See the Testing and Migration Procedures below for more details.

- a. Functional Analysis and Specification. Accurate, inclusive, clearly communicated functional requirements are key to success in application maintenance. The Contractor shall conduct functional analyses and deliver functional specifications for SBE approval prior to development of code modifications in MDVOTERS. The Contractor shall:
 - Define the problems and analyze and develop plans and requirements to meet the needs for the statewide voter registration system (MDVOTERS);
 - Coordinate and manage the functional analysis of complex voter registration issues identified by the SBE Voter Registration Division or local elections offices through design sessions or Help Desk reporting;
 - Be knowledgeable of Maryland's voter registration activities (registration, street files, districting, absentee balloting, provisional balloting, canvassing, petitions, merge voters, etc.), and, the MDVOTERS system functions used to accomplish these activities;
 - Lead software application design sessions (JADs) attended by 30 or more elections officials and prepare accurate written reports of the design decisions made at the sessions;
 - Prepare the Functional Specification Documents and obtain signoff on the FSDs from the MDVOTERS System Administrators;
 - Be the SBE advocate and spokesperson before the TO Contractor's software developers, to ensure the State's requirements for new development, or corrections to existing code, are clearly understood before the code is written;
 - Perform testing of the software changes made by the developers to ensure the product fulfills the functional specifications before sending the code or release to SBE for testing;
 - Work closely with the VRD User Acceptance Test and Mock Election Test team to ensure that problems identified during testing are quickly repaired so that a successful test is completed on schedule;
 - Prepare Power Point presentations on the changes contained in new releases;
 - Establish GoToMeeting sessions and on the week of a new release, conduct up to five training sessions on different days for the Maryland LBEs;
 - Create an audio-visual record of one of the GoToMeeting sessions and send it to SBE for storage in the online library.

- b. Releases. The number of releases (1-4 per year) will vary according to election year or non-election year requirements. Non-election years may have more releases because MDVOTERS software is generally frozen from having major changes between June and December in election years. The number of releases per year will be based on the Annual Plan and the Joint Application Design (JAD) sessions conducted by the contractor and held at SBE each year.

- **SBE is contracting for 1000 developer hours per release. There will be a maximum of 4000 developer hours per year for development. (See Warranty Repair Hours below at c.2. for what is not included in development hours.)**
 - **Each release is a deliverable. In their Financial Proposal, TO Offerors shall present their price per Release on Attachment 1. For pricing purposes, assume four releases during the Base Period and each Option Year.**
- c. **Work Hours Reporting.** Development (new release) and Warranty (repair) hours will be tracked under the TO. The Development Hours Used Report (below) will be used as a flexible management tool by the Contractor and SBE to allocate hours for the new releases and minor coding changes requested by SBE during the TO year. These development hours can be billed only when new releases are accepted into production by SBE. (Provision has been made for partial acceptance; described below.) The Warranty Repair Hours Used Report (below) counts hours spent repairing software bugs, for statistical purposes. In months where no new release is delivered the two monthly reports are still required.
1. **Development Hours Used Report.** Monthly, by the 7th calendar day, the TO Contractor shall report to the TO Manager—by the new release version number—the hours used each month for software development; the development time remaining for the year—in hours and as a percentage of the total development hours (1000 per release) budgeted. Development hours will not be used to repair Contractor-introduced software bugs (see 11.c.2. below). (**Note:** Releases are fixed-price, not time and materials. Development hours are billed only on acceptance of new releases, not monthly.)
 2. **Warranty Repair Hours Used Report.** In accepting this Task Order, the Contractor warrants that all software developed by the Contractor for the State will perform as specified and will not result in disruption or loss of functionality that existed prior to introduction of the Contractor’s new application software. The Contractor shall cover the costs of returning the functionality to MDVOTERS; no costs will be incurred by the State (See also 11.c.3. below). The TO Contractor shall report to the TO Manager monthly by the 7th calendar day, the warranty repair hours used for repairs to the software for the prior month, and, the cumulative repair hours used for the year.
 3. **Warranty Repairs hours are not taken from Development Hours for New Releases.** The Contractor must staff for both Development (new release) and Warranty Repair hours and manage anticipated software repairs within the fixed price TO amount.

12. Testing.

- a. Prior to acceptance by the TO Manager, MDVOTERS application software deliverables must undergo rigorous testing by the TO Contractor; migration to the SBE User Acceptance Test schema/region; and successful UAT and Mock Election testing by SBE prior to being moved to MDVOTERS production. The Contractor shall

provide the test plan--including test scenarios--used for Contractor testing of software changes or new releases prior to their being migrated to the UAT schema for SBE testing. See e. below.

- b. **Election Periods.** The Contractor should not plan installation of any release, upgrade, or enhancement of MDVOTERS during a statewide or major municipal Election Period, as SBE staff will be unavailable for thorough testing of the software. To the extent possible, election periods will be identified in the Annual MDVOTERS Management Work Plan.
- c. **SBE Schedule.** The TO Contractor shall adhere to the SBE schedule for User Acceptance Testing (UAT) and Mock Election Testing of new releases. SBE intends to perform User Acceptance and Mock Election tests on Contractor software releases. These tests can last for 26 business days or until the software passes the testing criteria. SBE acceptance testing generally follows this schedule: (1) UAT 1 – five business days; (2) Contractor repair UAT items – 5 business days; (3) UAT 2 - five business days; (3) Mock Election testing – ten business days; (4) Post-testing phone conference with vendor – one day. Decision made to Go/No Go with new release; (5) Moving new release, release notes and online Help to Production – two weekend days. See 15.d. below for penalties if release delivery dates are not met due to Contractor delays or non-performance of the software.
- d. **Participation in Other Testing.** When scheduled by the TO Manager, the TO Contractor will participate when tests are conducted on: the interfaces with other agencies interfaces with SBE’s own election systems; system security; data center fail-over capabilities; or, the statewide load and balancing performance of the system. (See 2.4 for a list of interfaces.)
- e. **Contractor Test Plan.** The Contractor shall provide its written Test Plan that demonstrates testing of each release for the full range of registration and election activities, including the printing of VACs, VNCs, precinct registers, required reports and election certification and posting of voter credit (i.e., end-to-end testing of all MDVOTERS functions). The Contractor shall work with the MDVOTERS System Administrators to review and test scripts for the UAT and Mock Election that are clearly mapped to MDVOTERS functions.
- f. **Contractor Testing.** The Contractor may not present any software to SBE for user acceptance testing until the Contractor has completed rigorous unit, system integration, regression, and end-to-end testing (i.e., for adverse effects on front-end systems or functions, or back-end system or functions) on that software.
- g. **Contractor Certification.** Prior to being presented to SBE, whether for UAT, Mock Election testing, or migration to the production environment, the senior member of the group responsible for software development; testing; QA; and code migration to production shall certify in writing, on a **signoff sheet** presented with each production release or script to be executed in production, that all code delivered for testing or production has successfully completed development, testing, quality assurance and configuration control.

- h. **Software Delivery to SBE.** With prior approval of the TO Manager, the Contractor shall, using appropriate State-approved security methodology, provide new releases, updates, enhancements, routine or urgent modifications via compact disc, other secure media, or secure FTP server, encrypted as necessary. NOTE: When new releases of MDVOTERS are moved to production, the TO Contractor will deliver two CD copies each of the new uncompiled and compiled source code, with the sign-off sheet documentation (See Certifications) to the TO Manager. SBE will store these CDs in secure locations.

13. Documentation.

- a. The Contractor must maintain updated application software documentation (see below) and providing one paper and one electronic copy in MSWord.doc—not .pdf—format to the TO Manager or designee. Written documentation must address only the Maryland system. Specifically, other states' functionality or processing requirements must not be included in the functional or technical specifications for Maryland, nor in any correspondence or documentation related to software releases or application fixes. System and User level documentation must clearly diagram and explain to the State all file and table structures, and the interrelationships of tables, data elements, and processes, to the degree that a third party will be able to maintain and operate the system and continue to develop additional functionality and upgrades to the system, should that become necessary. Documentation must make good use of graphics to clearly communicate functions and the operating environment.
- b. All MDVOTERS documentation produced under this Task Order is the property of the State and may be reproduced and distributed by SBE for staff use or for the use of any SBE agent.
- c. Paper documentation will be presented loose-leaf bound in a heavy binder on paper of at least 24 lbs weight. Quality graphics (flow charts and screen shots) will be used to aid understanding. The Contractor will update these documents for changes made to the system during the life of the Contract, and no less than annually. All documentation is the property of the State and may be reproduced by the State without further expense. The State of Maryland System Development Life Cycle describes this documentation more fully, but below is a synopsis of the documentation to be provided:
- Functional Specifications for MDVOTERS application software are required to be approved by the TO Manager or MDVOTERS Deputy System Administrator, before development begins. Explain the change in functionality ³/₄ What does it do and why?
 - Flow Diagram—A graphic representation of the software modification or new component and how it fits into the existing application processes.
 - Detailed Platform information ³/₄ Identify any changes to infrastructure requirements of the modification or new component, (e.g., hardware, software, communications architecture, user interfaces, administrative interfaces, other interfaces, backup and recovery components and methods, security, etc.)
 - Were any changes made to existing security processes? Are any changes needed in security processes?

- d. All uncompiled and compiled source code, object code, design and architecture documentation, and all data files are to be delivered to the MDVOTERS Deputy System Administrator at SBE.
- e. Version Description Document ¾ identifying “historical versioning” and what tool is used for configuration management control.
- f. Updates to the MDVOTERS Online Help function.
- g. Updates to the System Administrator’s Manual – how to use the change (SysAdmin tables to update, parameters to be set, etc.).
- h. Updates to the Security Administrator’s Manual ¾ Backup, recovery (who, what format, how often, where, and offsite storage).
- i. Updates to the Database Administrator’s Manual
- j. Updates to the System Operations and Maintenance Manual
- k. Updates to the User’s Manual
- l. Software Change Control Management Procedures
- m. Source Code documentation ¾ with a data dictionary (preferably in versioning control)

14. **Training.** User understanding of the functions and system administration of MDVOTERS is key to conducting a successful voter registration program. The Contractor shall provide training using webinar sessions such as GoToMeeting on an ongoing basis on the MDVOTERS functions for up to 400 local users, 16 SBE users and 25 LBE IT support personnel.

- a. Within one week of a new MDVOTERS release, two to four online training sessions will be provided for the LBEs, using GoToMeeting. Prior to the training sessions, the Contractor shall provide **.doc** or **.ppt**, and **.pdf** electronic copies of all training materials. At least one session will be recorded using the GoToMeeting audio-visual facility and the electronic audiovisual file will be sent to SBE for retention in the online library for later use.
- b. The TO Contractor will update the user guides, training materials and MDVOTERS online help as new versions of MDVOTERS are released.

15. Acceptance.

- a. Final acceptance of a release will be by the TO Manager. When a new release is installed in the MDVOTERS Production schema, the following are required to be delivered to the TO Manager, or verified as installed in production:
 - (1) Final functional specifications (electronic document copy);

- (2) List of SPIRIT (Help Desk) system issues Closed as a result of the new release (or, updated in SPIRIT if not Closed);
 - (3) Updates to MDVOTERS Online Help;
 - (4) CD compiled and uncompiled copies of new releases;
 - (5) Update of SANDBOX and UAT schema data and software (NOTE: Coordinate with Deputy System Administrator);
 - (6) Power Point overview of new release features, to be used for User Training;
 - (7) Up to five (5) Training sessions for MDVOTERS Users, employing **GoToMeeting** (training dates to be pre-approved by SBE);
 - (8) One recorded User Training session using GoToMeeting, for retention on SBEs Online Library.
- b. Once a software release has passed UAT; Mock Election testing; migration to the production system; user training; updating of online and hardcopy documentation; delivery of copies of compiled and uncompiled source code to the Deputy System Administrator; and has performed without error in the production environment for 60 calendar days, SBE will formally accept the software. "Performed without error" means without errors that disrupt critical operations in the system. Errors that disrupt critical operations will result in resetting the 60-day clock after a "patch" or other corrective action has been applied. The TO Contractor shall not invoice for new releases before the TO Manager has Accepted the software, following the 60-day performance period. Except for the end of the fiscal year (see section 2.11, second paragraph), invoices delivered early will be returned and must be resent by the Contractor based on the Acceptance date.
- c. **Test Failures.** Failure of a release to pass the UAT or Mock Election testing will require the Contractor to correct the code and the SBE acceptance test/tests to be repeated to the satisfaction of the TO Manager. See 15. d. below regarding penalties.
- d. Penalties may be imposed for delayed/missed production release dates. Missed release dates and failure of software to pass testing results in denial of functionality to customers and waste of SBE work hours to repeat testing. The failure of one or two minor (determined by the TO Manager) release elements to pass testing may result in partial payment until the element/s is/are fully repaired and working in production. An actual delay in meeting the scheduled production release date when: more than 10% of the scheduled items were not ready for the initial UAT (UAT 1); or, subsequent failure of seven or more software items to pass either UAT1, UAT2 or the Mock Election; or, the failure of a single critical function (determined by the TO Manager) will result in a payment reduction up to 0.25 per cent of the total release price, for each day of delay beyond the originally scheduled release date.

F. Database Maintenance and Support Services with Database Management Status Report

1. The Contractor shall maintain the MDVOTERS database, to efficiently and securely support the MDVOTERS application, including new releases, fixes, upgrades, authorized enhancements and database tuning for efficiency in data and report processing. This includes the running of scripts to repair database conditions or errors due to software development, user problems and database problems. Database repairs hours are not to be counted or invoiced as extra hours, but are part of database maintenance and support.

2. The Contractor shall monitor the database activity, database security and data storage components of MDVOTERS and ensure that SBE is notified in advance of the need for upgrades in storage, security or software. At a minimum, the following shall be included in database maintenance:
 - Server and Database Monitoring
 - Performance Management
 - Incident Management
 - Load Balancing - between the two data center platforms. Database management will work with the DC Contractor to optimize load balancing between the two datacenter platforms to preclude performance degradation, especially during the peak operating periods which begin three months prior to primary and general elections.
 - Backup and Recovery
 - Off-Site Tape Rotation
3. The Contractor shall be proactive in scheduling downtime periods for maintenance and upgrading of the database, security or storage components of MDVOTERS.
4. **Multiple databases and schemas.** The TO Contractor is required to actively maintain the MDVOTERS production software and databases residing at the VROC and COOP. The Contractor will also maintain non-production versions of the MDVOTERS software and associated data at fully secure, vendor-operated location(s) in the continental United States. Non-production software versions and data are not permitted on MDVOTERS production servers (i.e., they must be on non-production servers.) Non-production schemas that the Contractor will maintain include these:
 - Development and Testing (D&T) schemas – primarily for Contractor use.
 - User Acceptance Test (UAT) and Mock Election Testing (MET) schemas – for SBE use. Full images of production code and data with code changes migrated from the Contractor’s D&T region. (NOTE – to save storage, the scanned images of voter registration applications are not included in the UAT test environment.)
 - The Sandbox – An SBE and user practice schema to be maintained throughout the life of the Contract, accessible to all authorized Maryland users (500 users).
 - Ad Hoc schema – A mirror image of the production data, updated nightly by the Contractor and used by SBE and designated LBEs to produce ad hoc reports. SBE employs Business Objects (Crystal Reports) and MS SQL and Oracle to develop ad hoc queries and reports.
5. **Ongoing Compatibility.** The Contractor shall ensure that all application and database software components that make up MDVOTERS maintain full compatibility with all interfacing systems, security systems and infrastructure. The Contractor shall ensure that no support compromises MDVOTERS system level or component level compatibility. The Contractor will be responsible for maintaining compatibility at no additional cost to the State. The Contractor shall ensure that the MDVOTERS application will remain current to the core-operating environment (operating system and database) in which it was built and delivered at no additional cost to the State.
6. **No Changes to Operating Environment.** The Contractor shall continuously support and maintain the State-accepted operating environment and version of MDVOTERS. If the

Contractor intends to install any upgrade to the MDVOTERS operating system, storage, security or database, or an upgrade to any other third-party software on which MDVOTERS is dependent, the upgrade shall operate within the current operating environment and infrastructure of MDVOTERS. The Contractor must conduct tests of the proposed upgrade in a test environment with a copy of the production MDVOTERS software and provide documentation that the full capabilities of the MDVOTERS application are retained. The Contractor may not install the upgrade until SBE signifies in writing its readiness to accept the upgrade.

7. **SLA.** The anticipated **Service Level Agreement** from this TORFP will call for the Application and Database Contractor to work with the Data Center Contractor to achieve the following performance levels:
 - Backup success – 99.99%. Tape backups and successful completion of backups of application software and all data sets on daily, weekly and monthly schedule.
 - Backup completion – 99.99%. Backup window is not exceeded.
 - Backup validations – 100%. Validation that backups can be used to restore either individual data elements and or restore entire system. Tested quarterly.
8. **Database Management Status Report.** Monthly by the 7th calendar day following month end, database management will report to the TO Manager, via the TO Contractor's Project Manager, routine and exceptional database activities that have occurred in the past month. The report format and content are to be proposed by Contractor and approved by TO Manager, but will include at a minimum indexing; scheduled and unscheduled downtimes; scripts run; record growth; storage available; storage needed; and the actual SLA performance statistics from F.7 above.

G. Other Ongoing Responsibilities: Data Sharing, Non-MDVOTERS software maintenance; Secure Storage.

1. **Data Sharing.** MDVOTERS is required to pass information to and accept information with other SBE systems and other state and local agencies.
 - a. The Contractor shall support the existing secure exchange of data between MDVOTERS and EMS, the SBE Election Management System; and between MDVOTERS and ELECTTrack, the SBE Candidate Campaign Finance System.
 - ELECTTrack and EMS currently use Oracle 10g. SBE is evaluating moving to Oracle 11g by January 2011.
 - MDVOTERS and EMS data sharing. EMS provides a text file of ballot styles that is imported to MDVOTERS. The ballot style numbers for each election district and precinct are provided to MDVOTERS for labels for absentee ballots, for precinct registers, and for voter authority cards. After certification of an election, MDVOTERS provides a text file to EMS of voter turnout for the election.
 - MDVOTERS and ELECTTrack data sharing. MDVOTERS provides a View accessed by an on-line query from ELECTTrack. The data is used to confirm that an individual who files for candidacy is registered to vote in the district and precinct for which they are filing to hold office and to check voter registration when a person wants to serve on a candidate's committee.
 - ELECTTrack and EMS function separately from MDVOTERS.

b. The Contractor shall maintain the existing secure methods for SBE to send data to and receive data from other State agencies (MVA, DHMH, AOC, etc.) and local governments (e.g., Montgomery County GIS data for Montgomery County LBE street files maintenance and precinct-split mapping; and data for Montgomery County's IVR system) on a continuing basis with no system degradation. The Contractor will not be required to negotiate agreements with other agencies for MDVOTERS access to or exchange of data; SBE has agreements with these agencies.

2. **Non-MDVOTERS Software Maintenance.** The TO Contractor will coordinate with the TO Manager to ensure that any Contractor-provided, non-MDVOTERS **application** software—such as application security or database software needed for MDVOTERS to function—are maintained at current industry standard software release levels as they are issued from time to time during the term of the Task Order. The TO Contractor shall notify the VRD System Administrators within 30 days of notification: of a new vendor release, or, planned discontinuation of application software support by a vendor so that a plan of action can be made. The TO Contractor shall notify the VRD System Administrators, and plan to install within 24 hours of publication, any announced security-related upgrades or emergency application patches.

- This requirement does not apply to system-operations software or network firmware/middleware needed to operate the Wide Area Network or Local Area Networks; these will be covered under the MDVOTERS II DC task order.

3. **Secure Storage.** The Contractor will arrange with SBE for secure storage off-site from the VROC for system data, in accordance with the data backup procedures of Attachment 13. Off-site storage is not a cost to the Contractor under this Task Order.

H. **Project Management Services with Monthly Status Reporting.** The Contractor shall provide project management services with monthly status reporting. This includes the management of all work performed under this Task Order, specifically deliverables A through Q as requested by SBE. The person assigned this responsibility by the Contractor performs day-to-day management of the Task Order; identifies issues and risks and recommends possible issue and risk mitigation strategies associated with each Deliverable; acts as a facilitator between SBE and the IT Master Contractor; is responsible for ensuring that work performed under the TO is within scope, consistent with requirements, and delivered on time and on budget; identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Employs excellent writing and oral communications skills in all communications with the TO Manager, and in preparation of project plans for deliverables and monthly Status Reports. Reviews deliverables prepared by other Contractor personnel, before presentation to SBE, to ensure the readability, accuracy and content meet the TO requirements for that deliverable.

- The Project Manager will send a **Project Management (PM) Status Report and Plan** to the TO Manager on the 7th business day following month end. This PM Status Report shall attach all detailed SLA and Status Reports required from the TO Contractor under this TORFP, as well as a covering Summary Report on activities of the past month and planned in the future. The Report format and content to be proposed by Contractor and

approved by TO Manager. See Section 2.9 for the minimum qualifications for the person fulfilling Project Management Services.

- I. **Obtain and pay for periodic SAS 70 audits of the voter registration system.** (Legislative Audit Services requirement.) During the base period of the Task Order, but after system cutover, the TO Contractor shall obtain—at Contractor expense—a **SAS 70 Type I audit** of the voter registration system software, data base and application security functions, performed by a Certified Public Accountant or CPA Firm that is wholly independent of the TO Contractor and has no business relationship with the TO Contractor.
 1. **Type I.** When the Type I audit report is delivered to the TO Contractor by the SAS 70 Auditor, the TO Contractor shall forward to the TO Manager, under Contractor cover letter, an un-redacted copy of the audit report and a copy of the invoice showing the cost of the audit. The Contractor shall ensure the audit report is marked "**Subject to Pre-decisional/ Executive Privilege; For SBE Internal Use Only**". (See 2.7 at fourth paragraph below table.)
 - a. The Contractor shall ensure that any significant deficiencies identified in the Type I audit report are appropriately and promptly resolved. Items the Contractor is responsible for shall be corrected at Contractor expense. These items may be assigned by the TO Manager as deliverables under section G below. Items that SBE is responsible for will be considered for correction at SBE expense, and may be assigned by the TO Manager as deliverables under section G, to be performed at the labor rates proposed by the Vendor for the applicable Task Order year. The Contractor shall track and report upon audit items in the SLA Monthly Report (2.6.3.D) until resolved.
 2. **Type II.** In general, compliance with Type I audit findings is required by the SAS 70 Auditor before a Type II audit will be conducted. This means that it is not possible for SBE to predict nor specifically schedule a deadline for the Type II audit, and the following language applies: Within one year following the SAS 70 Auditor's acceptance of the TO Contractor's compliance with Type I findings, the TO Contractor shall obtain—at Contractor expense—a SAS 70 Type II audit of the voter registration system data centers, performed by a Certified Public Accountant or CPA Firm that is wholly independent of the TO Contractor and has no business relationship with the TO Contractor.
 - a. The Contractor shall ensure that any significant deficiencies identified in the Type II audit report are appropriately and promptly resolved. Items the Contractor is responsible for shall be corrected at Contractor expense. These items may be assigned by the TO Manager as deliverables under section G below. Items that SBE is responsible for will be considered for correction at SBE expense, and may be assigned by the TO Manager as deliverables under section G, to be performed at the labor rates proposed by the Vendor for the applicable Task Order year. The Contractor shall track and report upon audit items in the SLA Monthly Report (2.6.3.D) until resolved.
- J. **Upgrade MDVOTERS to 64-bit Processing. (One-time Task).** Late in 2009, SBE installed 64-bit processing in its two data centers. SBE wishes to take advantage of the processing capabilities inherent in 64-bit architecture. The Oracle database is already operating with 64-bit and the data center processors have been made 64-bit ready (but currently operating at 32-bit). What remains for the Application TO Contractor is: (1) to identify to SBE for purchase the Windows Enterprise Edition software—and any other third party software needed to run

MDVOTERS in 64-bit; (2) once purchased, to test the MDVOTERS application software using the new operating system and any Third Party software to identify any issues preventing the MDVOTERS application software from running in a 64-bit environment; and, (3) if needed, to modify and test the MDVOTERS software to allow 64-bit operations.

1. Following successful MDVOTERS software testing by the Application Contractor, the TO Data Center Contractor will work with the Application Contractor to install Windows Enterprise Edition as the operating system in the processors in the two data centers.
2. This task will require a mini-project plan from the Application Contractor, with tasks assigned to the Data Center Contractor. The deliverable will be managed as a series of sub-tasks with milestones and separate line-item invoiced amounts.
3. The Contractor is to propose the total cost (purchase, warranty, testing, modification and installation) on the bid sheet. The software purchase price shall be included in the price bid without any markup. Enterprise Edition warranties (extended) shall be included at the time of purchase.

K. Upgrade Active Reports in 2011 to the most current version and ensure the MDVOTERS application works with the new version of Active Reports. (One-time Task). Active Reports is the report writer used by MDVOTERS. This task will require a mini-project plan from the Contractor and will be managed as a series of sub-tasks with milestones and line-item billed invoiced amounts.

1. This deliverable will be managed as a series of sub-tasks with milestones and separate line-item invoiced amounts.
2. The Contractor is to propose the total cost (purchase, warranty, testing, modification and installation) on the bid sheet. The software purchase price shall be included in the price bid without any markup. Active Reports extended warranty shall be included at the time of purchase.

OPTIONAL TASKS TO BE IMPLEMENTED AT SBE DISCRETION

L. Data Center Upgrade. The MDVOTERS Data Centers (VROC and COOP) require periodic replacement of components (hardware, software, network devices) due to time in service, to upgrade to meet industry QOS standards, or to accommodate an increase in users. The Data Center was most recently upgraded late in 2009 and is sized for 400 users. No later than February 2013 (OPTION YEAR 2) the Data Center TO Contractor will present a Data Center Upgrade Plan that will address for both data centers (VROC and COOP) servers, storage, monitoring, network and other data center hardware and software components needing replacement, upgrade, or capacity increase. All work is to be completed by December 31, 2013. The DC Contractor will obtain input for the plan from the MDVOTERS Deputy System Administrator and AP Contractor. The SBE TO Manager must approve the plan before implementation.

1. The DC Contractor and AP Contractor will identify the components (hardware, software) needed.
2. The Plan will include upgrade or replacement of the Test and Development components at the AP Contractor site.

3. Acquisition and payment for the components, warranties and transportation will be the responsibility of SBE and overseen by the MDVOTERS Deputy System Administrator working with the SBE Procurement Officer and Finance Office.
4. The DC and AP Contractors will install the components according to the Plan. One data center must be in full operation and available to users at all times.
5. All details of the 2013 Data Center Upgrade (Deliverable F on the Price Proposal- Attachment 1) cannot be known at this time. However, based on the 2009 build, the component assembly, data center build and operational testing required four weeks time. Because the Contractor network administrator and database manager—augmented by a Contractor system engineer—worked on the Data Center Upgrade while performing their routine MDVOTERS operations and maintenance duties, the actual elapsed time ran from October 1 to December 29, 2009. **The AP Contractor should use this information and the Attachment 1A - Contractor’s Fully-Loaded Hourly Rates for CATS II Labor Categories To Be Used For Data Center Tasks Not Yet Assigned** when proposing labor costs for **Deliverable L**, on Attachment 1. Note: Only labor costs are to be included for this task.

M. Audits of the MDVOTERS Source Code, Database, and Related Documentation. SBE shall have the right to have the software source code, database and Corresponding Documentation audited for each software product or database change that has been delivered for acceptance by the Contractor. SBE shall be provided with software or other tools required for viewing software source code. Contractor agrees to support the audit at no additional cost to SBE or the auditing entity.

N. 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, the Work Order process may include:

1. A written statement of work from the TO Manager.
2. A written proposal from the TO Contractor describing the work to be accomplished, milestone schedule, testing and fault remediation processes. Pricing for work orders assigned after the Base Period is to be at (or below) the labor rates proposed in this Task Order at Attachment 1A. When the price for a Work Order has been negotiated and agreed to by SBE and the Contractor it becomes a fixed-price deliverable under this Task Order.
3. Depending on the proposed cost of the work order, SBE obtaining approval from the appropriate level of procurement authority.
4. SBE giving written approval to start the work order.
5. Testing by SBE prior to acceptance of the deliverable.
6. A work order tracking system, either existing in SBE or proposed by the TO Contractor.
7. Some work orders may require at least minimal System Development Life Cycle management. (See <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>)
8. As stated in **2.6.1.I** above, SAS 70 Items for which the Contractor is responsible shall be completed at Contractor expense.

O. 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 will fulfill all

responsibilities under this Task Order. Also, the 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.

- P. **Contractor-Identified Requirements.** If the State has failed to list a requirement that, in the expert opinion of the Contractor, is a system 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.
- Q. **Internet/Kiosk/Other Voter Registration.** If Internet/Kiosk/or Other means of on-line voter registration become a Federal or State requirement during the base period of this TO or subsequent Option Years, SBE and the Contractor will develop a Project Plan to implement this technology. SBE anticipates using one or more of the scheduled yearly releases to meet this need within the TORFP; however, if that is not possible, a separate negotiated price using identical software maintenance pricing as this Task Order will be negotiated as either an amendment or a Work Order to this TORFP.

2.6.2 WORK HOURS

- A. The TO Contractor's assigned personnel will be available to support LBE and SBE normal working hours. At a minimum this will be between 07:00 AM and 6:00 PM East Coast Time, Monday through Friday. In addition, Help Desk and Project Management staff must provide a phone contact number and be on call 24/7 in case an emergency condition arises.
- B. A monthly peak support calendar will be provided that will notify the Contractor of extended hours support requirements. See 2.6.1.D.8. for additional Help Desk work hours requirements; during the election periods, when determined by the TO Manager or SBE MDVOTERS System Administrators, critical Help Desk issues will require immediate response by other AP Contractor staff. All extended hours are at no additional cost beyond the amount awarded under this Task Order.
- C. 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.

2.6.3 SERVICE LEVEL AGREEMENT

- 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 2.6.3.A., SBE requires a Service Level Agreement (SLA) for MDVOTERS application software maintenance; database maintenance; and Helpdesk support services with the TO Contractor. The SLA will cover the period from cutover on January 1 through December 31, 2011. Thereafter, annually beginning in January 2012, the Contractor and SBE shall review, modify as needed, and renew the Service Level Agreement.

- C. The SLA will address as least the following:
1. Procedures (internal to the AP Contractor and to SBE for response to Help Desk calls from the user community;
 2. Application support and database maintenance services;
 3. Triage of “System-Down” Events. The Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of 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;
 4. **Notification of SBE.** Within 5 minutes of notification of a disruption in user service, the AP Help Desk shall notify by telephone: (1) the Voter Registration Division persons specified by the TO Manager; and (2) if related to the data center, network or desk top support, the DC Contractor Help Desk. Follow up emails shall be sent to VRD on the progress of repair.
 5. SLA Monthly Report (See 2.6.3.D.)
 6. Coordination of operations and maintenance with the MDVOTERS Data Center Contractor;
 7. Guaranteed Response times;
 8. Resolution rates. For this mature system, a standard of 90% first call resolution of user application issues is required, exclusive of fixes requiring programming. Failure to maintain the 90% rate will result in a reduction of monthly payments for Help Desk support, on a percent by percent basis. Falling below 85% first call resolution will be basis for replacement of the assigned AP Help Desk staff.
- D. **SLA Monthly Report.** To allow SBE to monitor performance under the Task Order, the Contractor will propose and SBE will concur on the content of an SLA Monthly Report (Summary and Detail reports). This report will be sent by the 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 2.7) and any added Work Orders:
 - a. Date SLA report is 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 Contractors to pinpoint, troubleshoot or prevent problems within the application, database or infrastructure. At a minimum, the SLA Report will include for the reporting period:

- a. Database incidents (unscheduled down times to correct database issues; replication issues, failed backups, component failures, other) and the corrective action taken;
 - b. Any database security issues;
 - c. Database monitoring: notification of database problems; load balancing issues; incidents of system-wide degradation due to activity of LBE/s, and the MDVOTERS function involved (e.g., improper set up of large report query);
 - d. Open Helpdesk calls by category, LBE and days outstanding;
 - e. 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 Data Center (DC) Contractor that includes rapid response by the DC Contractor to notification by the AP Help Desk of any user-reported data center, network or desktop problems. The DC Contractor must rely on the AP Help Desk for timely notification on these types of issues. For this reason, the AP SLA must require the AP Help Desk--within 5 minutes of entering a trouble ticket relating to data center, network, or desktop issues--to notify the DC Contractor Help Desk of issues by telephone and email. The AP Contractor shall provide to the DC Contractor a copy of the Help Desk services SLA, so that the DC Contractor may become familiar with Help Desk problem reporting and issue management procedures and follow the Help Desk procedures. Further, the AP Contractor must provide to authorized staff of the DC Contractor, Read and Update access to the AP Contractor's Help Desk issue reporting system. Following award and NTP, clear Help Desk coordination and issue reporting procedures will be established between the AP and DC Contractors and approved by the TO Manager.
- F. In the Technical proposal (Section 3) the Contractor is to propose a Draft SLA based on the topics covered in 2.6.3 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.
- G. The AP Contractor SLA shall include the following **database backup** performance level requirements (see **2.6.1.F.7.**)
1. Backup window is not exceeded. Backup completion on time – 99.99%.
 2. Tape backups and successful completion of backups of application software and all data sets on daily, weekly and monthly schedule. Backup success – 99.99%.
 3. Quarterly testing to validate that backups can be used to restore either individual data elements or entire system. Backup validations – 100%.

2.6.4 Removed.

2.6.5 PERFORMANCE PROBLEM MITIGATION

In the event SBE becomes dissatisfied with the performance of **TO Contractor personnel**, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have five business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO

Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.6.6 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedure is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel to the TO Manager specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.7 BACKUP / DISASTER RECOVERY

The Application TO Contractor shall coordinate with the Data Center Contractor to perform daily, weekly and monthly backups of the data, application, 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 2.6.1.F.7 gives the standards to be achieved.) The AP Contractor will manage application software and database backups and the DC Contractor will manage network and system configuration backups. The TO Contractors will coordinate the delivery of backups to SBE for storage off-site. The basic rotation and retention schedule for the VROC and COOP is:

VROC

Daily backups. 15 total tapes. Contractor delivers tapes daily to SBE for storage. SBE retains 7-14 tapes at a time.

Weekly backups. 7 total tapes. Contractor delivers a new tape to SBE for storage at beginning of each week. SBE retains 6 tapes at a time.

Monthly backups. 25 total tapes. Contractor delivers a new tape to SBE 1st of each month for storage. SBE retains 24 tapes at a time.

When the rotation has run for one week: SBE will hold the 7 daily tapes and the one weekly tape on hand to start the week. On day 1 of week two, SBE receives from the Contractor one weekly and one daily backup tape and SBE returns 7 daily tapes to the Contractor for reuse. This rotation continues with daily tapes as stated. Weekly tapes will accumulate for 5 or 6 weeks until a monthly tape is delivered and the weekly tape is swapped on the 1st of each week. Monthly will be a one for one swap after 24 months.

COOP

The COOP Backup process is same as used for VROC; however, due to the distance of the COOP from SBE, minor changes are used to relieve the process of a daily turnover to SBE.

Disaster Recovery. The architecture of MDVOTERS entails two full time operational sites (VROC and COOP), either of which are sized to handle the entire load of MDVOTERS. Redundancy in servers and real time data replication between the VROC and COOP provide planned, inherent disaster recovery capability. The Application TO Contractor is responsible for

application and database operations and maintenance and will work with the Data Center Contractor (responsible for infrastructure) to ensure the effectiveness of the MDVOTERS disaster recovery measures. Occasional tests, involving taking one or other of the data centers off line and then restoring it will be conducted by SBE and the Contractors.

2.6.8 HARDWARE, SOFTWARE, AND MATERIALS

This TORFP includes the acquisition of third party software (see section 2.6.1.J and K) and upgrade of the data centers (see section 2.6.1.L). The VRD will work with the TO Contractors to identify and plan for the implementation of these deliverables. As stated in the sections referenced, any material costs must be passed through with no mark-up by the TO Contractor.

2.7 DELIVERABLES

The TO Contractor shall adhere to the schedule below. “Expected Completion” gives a calendar date, or identifies the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

Deliverables (2.6.1)	Expected Completion; Acceptance Criteria
Deliverable A1 – System Transition Management Plan (STMP)	NTP + 15 calendar days or sooner; See 2.6.1. Deliverable –A1.
Deliverable A2 – STMP Implementation and Report. To begin with NTP and end December 31, 2010.	December 31, 2010 with Final Report 1/10/2011; See 2.6.1. Deliverable – A2.
Deliverable B – Annual MDVOTERS Management Work Plan. Includes facilitating SBE, AP and DC Contractors planning session at SBE.	January 31, 2011 (or earlier). Annually thereafter; See 2.6.1.B.
Deliverable C – Annual Deliverable and Payment (D&P) Schedule.	January 31, 2011 (or earlier). Annually thereafter; See 2.6.1.C.
Deliverable D – Help Desk Services; Lists of Open Help Desk Items by LBE; and SLA Help Desk Monthly Report.	Ongoing. SLA Monthly Report and Lists due by 7 th calendar day after month end; See 2.6.1.D.
Deliverable E – MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation, Training and Acceptance. Estimated 4 releases of 1000 developer hours each (4000 hours maximum) per year. Does not include Warranty Repair Hours.	Ongoing. Releases to be completed according to dates set annually in MDVOTERS Management Work Plan; See 2.6.1.E. and 2.6.1.E.11.b.
Deliverable E.10 – Change Management Plan; Communications Plan; and Change Log.	Change Management Plan; Communications Plan; and Change Log due 15 calendar days after NTP; See 2.6.1.E.10.
Deliverables E.11.c.1 – Development Hours Used Report, and, E.11.c.2 – Warranty Repair Hours Used Report. (11.c.2)	Development Hours Used Report and Warranty Repair Hours Used Report due 7 calendar day after month; See 2.6.1.E.11.
Deliverable E.12.e – Contractor Test Plan.	Plan and scenarios due 15 calendar days after NTP; See 2.6.1.E.12.e.

Deliverables (2.6.1)	Expected Completion; Acceptance Criteria
Deliverable F – Database Maintenance and Support Services with Database Management Status Report	Ongoing. Monthly Status Report due by the 7 th calendar day after month end; See 2.6.1.F.
Deliverable G – Other Ongoing Responsibilities: Data Sharing; Non-MDVOTERS software maintenance; Secure Storage.	Ongoing. See 2.6.1.G.
Deliverable H – Project Management Services with Monthly Status Reporting.	Ongoing. Monthly PM Status Report including SLA Detail and Summary Reports from all areas due 7 th business day after month end; See 2.6.1.D., E., H. and 2.6.3.
Deliverable I.1: Obtain SAS 70 Type I audit; Deliverable I.2: Obtain SAS 70 Type II audit.	Type I audit report due in the Base Period, after System Cutover and Type II audit to be obtained within one year following Auditor acceptance of TO Contractor compliance with Type I findings; See 2.6.1.I.1 and 2.
Deliverable J – Upgrade MDVOTERS to 64-bit Processing.	One time task in Calendar Year 2011; See 2.6.1.J.
Deliverable K – Upgrade Active Reports in 2011 to the most current version and ensure MDVOTERS application works with the new version of Active Reports.	One time task in Calendar Year 2011; See 2.6.1.K.
Deliverable 2.6.3 - Establish an SLA and SLA Reporting.	Draft SLA due with TO Proposal. Final SLA due January 31, 2011 (or earlier). SLA updated and renewed annually. SLA <u>Reports</u> due with Monthly PM Status Report. See 2.6.3 and throughout Task Order.
Deliverable 2.6.7 – Disaster Recovery Testing of VROC and COOP.	To be scheduled with VRD, AP and DC Contractors in 2011; see 2.6.7.
Tasks to be Implemented at SBE Discretion:	
Deliverable L – Data Center Upgrade.	February 2013 Upgrade Plan due from DC and AP Contractors; October 2013 Upgrade begins; December 29, 2013 completion of VROC and COOP performance testing & SBE signoff. See 2.6.1.L
Deliverable M – Audits of the MDVOTERS Source Code, Database, and Related Documentation.	To be determined by SBE; 2.6.1.M.
Deliverable N – Additional Tasks	To be determined by SBE; 2.6.1.N.
Deliverable O – End-of-Task Order Transition Support.	To be determined by SBE; 2.6.1.O.
Deliverable P – Contractor-Identified Requirements.	If any, must be submitted with TO Proposal; See 2.6.1.P. SBE will determine outcome.
Deliverable Q – Internet/Kiosk/Other Voter Registration.	To be determined by SBE; 2.6.1.Q.

Note: Deliverables listed above that the State has not listed on Attachment 1 - Price Proposal Form are to be delivered by the Contractor at no cost to the State.

Acceptance criteria for the above deliverables are listed in Section 2.6.1, 2.6.3 and 2.6.7.

Additional acceptance criteria for activity reports and other tangible deliverables are:

For each written O&M deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one 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** is used for a deliverable, a separate electronic file must be provided in a Microsoft editable format such as **.doc**, **.xls**, and **.ppt** (or: **.docx**; **.xlsx**; and **.pptx**).

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.**"

Written deliverables (functional specifications, manuals, activity reports, etc.) defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. A service or deliverable will not be accepted by SBE until the TO Manager acknowledges in writing that the deliverable has met all applicable requirements. The TO Contractor shall memorialize such delivery in an **Agency Receipt of Deliverable Form**. The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein. In the case of application software or database maintenance, these procedures for a "final deliverable" will mean SBE-tested, passed and final-accepted source code modifications; production scripts and so forth.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an **Agency Acceptance of Deliverable Form**. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State's issues have been addressed and resolutions are

accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable and any requirements established by SBE and the TO Contractor at the start of the task. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.

Activity reports that are due monthly to the TO Manager shall contain:

- Date submitted
- TO title and number
- Agency name and contact information (TO Manager)
- TO Contractor name and contact information
- Inclusive dates of work performance
- Tasks completed during the month
- Status of open tasks (partly completed deliverables)
- Hours per task and total hours
- Status of any associated deliverables
- Outstanding issues and resolution status
- Tasks planned for the subsequent period

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information 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 project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The Contractor shall certify that key personnel assigned to produce the deliverables identified in this TO meet the minimum qualifications below. Information on the CATS II labor categories the

Contractor will assign to the TO will be used to understand the organization and composition of the Contractor's staffing proposal.

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 in:

A. For Deliverable D: Help Desk Services

1. The key person responsible for Help Desk services must be qualified to manage all work described in 2.6.1.D. and possess 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 providing Help Desk services for a system involving at least 150 users.

B. For Deliverable E: MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation, Training and Acceptance

The Master Contractor shall provide a staff capable of addressing all requirements of Deliverable E. In particular:

1. The key person responsible for **software development** must be qualified to lead the maintenance of the MDVOTERS application software in all areas of the system (see 2.4 and 2.6) and skilled in using the development tools used to maintain this ELECTUS-based system:

Required

- Visual Studio .NET 2003;
- ORACLE 11.1.0.7
- Active Reports 1.1
- Vision Shape
- Image Basic

Optional

- Toad
- Compare It
- Text pad
- Screen Hunter

The lead person must be able to effectively interact with the key members of the MDVOTERS support organization including: SBE staff; Contractor testing, quality assurance, database, training, and Help Desk services; and the key data center operations and network staff in order to keep production of the application software on schedule. The Contractor should consider using qualified individuals with the credentials meeting or exceeding CATS II labor categories 5, 8, 12, 14, 16 or 17 to fill this critical senior developer position.

2. The key person responsible for **functional analysis** of voter registration business requirements, documentation of **functional specifications**, and **user training** on new releases must be qualified to manage the related tasks described in 2.6.1.E.10.a. Functional Analysis and Specifications and 2.6.1.E.13 Training and possess the following capabilities, education and experience:

- **Capabilities:** Shall demonstrate excellent listening, writing and oral communications skills in English.
- **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related discipline involving the collection, manipulation or analysis of demographic data. Master's Degree is preferred. Adult occupational education experience desirable. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.
- **General Experience:** Must have five (5) years consulting, managerial, or software development experience working on automated voter registration programs for state government or a metropolitan jurisdiction having at least 300,000 registered voters.
- **Specialized Experience:** Must have three (3) years experience working on MDVOTERS or another State's ELECTUS voter registration programs for a state or metropolitan government with at least 300,000 registered voters.

C. For Deliverable F: Database Maintenance and Support Services

1. The key person responsible for database management must be qualified to manage the work described in 2.6.1.F. The person must be capable of providing highly technical expertise and support in the use of MDVOTERS and possess the following capabilities, education and experience:

- **Capabilities:**
 - Maintain the file organization, indexing methods and security procedures for the MDVOTERS application;
 - Maintain database back-up and recovery procedures for the processing environments;
 - Ensure that data integrity, security, and recoverability are built into the MDVOTERS applications;
 - Be able to evaluate and recommend available MDVOTERS functions to support validated user requirements;
 - Demonstrate excellent writing and oral communications skills in English;
 - Possess tact and patience in dealing with User community;
 - Shall demonstrate integrity, creativity, and perseverance in resolving difficulties in data base management.
- **Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.
- **General Experience:** Must have three (3) years experience in ORACLE database systems analysis and programming.
- **Specialized Experience:** Shall possess specific knowledge of the functions of MDVOTERS application software and the underlying database structure. At least three (3) years of experience supporting the MDVOTERS or ELECTUS application.

For Deliverable H: Project Management Services

The key person responsible for project management services must be qualified to manage the work described in 2.6.1.H.

Education: Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree, or Project Management Professional (PMP) certification from the Project Management Institute, is preferred.

General Experience: At least five (5) years of experience in information technology project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects involving at least 150 users that were delivered on time and on budget.

Other Contractor staff. The Contractor is expected to build an IT technical staff organization that will meet the needs of this TORFP. Addition of non-technical, administrative positions to the organization is discouraged. The Contractor needs to be aware that expertise in GIS and IVR will occasionally be required because the Montgomery County LBE employs an interface with their county ARC-GIS system to manage their MDVOTERS street files; and, an IVR system (date of birth and street number) to assist with their voter registration phone calls.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce at high quality the deliverables described herein. The Master Contractor shall demonstrate **in its TO TECHNICAL Proposal** that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services by applicable Category.

The TO Contractor for **MDVOTERS II AP** must document a professional level of expertise in:

- A. Software development and Oracle database management for a state using an ELECTUS-based voter registration system over a period of two statewide election cycles, e.g., the state’s Gubernatorial and Presidential elections. The state must have employed vote-in-person **and** vote-by-mail (absentee ballot) processes in these elections.
- B. Information Technology Project Management of a web-based, distributed system application involving at least 15 geographically-separated locations and a database of at least one million records.
- C. Functional analysis of an operational voter registration system that provides: voter registration, voter verification, voter history, statistical and information reporting, petition processing, absentee balloting, early voting and election management processing.
- D. Development and presentation of user training sessions on voter registration topics using GoToMeeting.
- E. Help Desk Support for users of an ELECTUS-based voter registration system.
- F. Citrix client installation and management.
- G. Database support for a Business Objects software schema used for ad hoc reporting.

2.11 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work—other than for new production releases—should be submitted within the first 5 business days of each month for the work performed in the previous month.

Payment for new production software releases (Deliverable E) will be made when the conditions of 2.6.1.E.15 are met and the TO Manager has Accepted the release. Invoices for new production software releases shall not be submitted until the conditions of section **2.6.1.E.15** have been met.

An exception to this is for end-of-fiscal-year invoices for work delivered prior to June 30 annually. These invoices should be received by the SBE Procurement Officer prior to June 30, to allow the expenditures to be attributed to the correct fiscal year. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the SBE Procurement Officer who will forward the invoice to the TO Manager for payment approval.

2.11.1 INVOICE FORMAT

- A. A proper invoice shall identify the State Board of Elections, deliverable description, associated Task Order Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the **SBE Procurement Officer**, State Board of Elections at the following address: 151 West Street, Suite 200, Annapolis, Maryland, 21401.
- C. Proper invoices for final payment under this Task Order 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE participation form (Attachment 2, Form D-5) to the State Board of Elections Procurement Officer at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the State Board of Elections Procurement Officer. The State Board of Elections will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager, using the email Subject line: **MDVOTERS II AP – MBE Reports**.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission 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 your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

Offerors must respond to **all requirements** identified in this TORFP. Offerors who fail to do so may be deemed not reasonably susceptible of being selected for award.

The Contractor is required to submit one sealed package containing the **Technical Proposal** and one separate sealed package containing the **Financial Proposal**. In each package, the Contractor shall provide one (1) printed unbound original of the applicable proposal (Technical or Financial) and five (5) printed and bound copies. **No cost information is to appear in the Technical Proposal.**

The packages are to be addressed to the **SBE Procurement Officer** and labeled “MDVOTERS II AP Technical Proposal” and “MDVOTERS II AP Financial Proposal” respectively. On the outside of each sealed package, the Contractor shall provide: (1) the TORFP name; (2) TORFP number; (3) Contractor’s name and address; and (4) the closing date and time for receipt of the proposals as set by SBE.

The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A. Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2. The Contractor’s Technical Proposal should be organized in the order of the paragraphs in the Statement of Work in section 2. No Pricing information is to appear in the Technical Proposal.
- 2) Assumptions: On a separate page titled **Assumptions**, describe any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Exceptions: On a separate page titled **Exceptions**, identify any exceptions the Contractor takes to the requirements of this TORFP. **Warning:** Exceptions to terms and conditions may result in having the Contractor’s Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Contractor takes no exception to State terms and conditions, the Contractor should so state.
- 4) Due to the critical activity during the 2010 election year, each Offeror is to submit a **Draft System Transition Management Plan (STMP)**, based on the requirements of 2.6.1.A. If awarded the TO, the selected Contractor is required to submit a final Transition Management Plan 7 calendar days after NTP. Explain how the Contractor plans to manage the transition process without disrupting State voter registration operations.

- 5) The Contractor's Sample Service Level Agreement addressing application software maintenance, Database maintenance, and Help Desk Services. **See 2.6.3.**

B. Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C. MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D. Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F. State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G. Confidentiality

- 1) 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. 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.

3.2.2 THE FINANCIAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- A. A description of any assumptions on which the Master Contractor's Financial Proposal is based. **Assumptions** shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B. A completed **Price Proposal Form - Attachment 1**.

The instructions for completing Attachment 1 are:

- Do not change or alter the Price Proposal Form.
 - On the Price Proposal Form the Contractor will propose a fixed price for each deliverable listed.
 - The Base Period of the TORFP will run from the NTP estimated to begin in November 2010 and end December 31, 2011.
 - Following the base period, each Option Year will run from January 1 to December 31, a 12 month period of performance.
 - Deliverables A1 and A2 are short term, one-time only tasks, and should be priced accordingly.
 - For Deliverable E show the fully loaded price for one release of 1000 developer hours, exclusive of Project Management services (priced in Deliverable H.) Multiply this amount by 4 releases and give this total under Proposed Price. This amount is the total to be paid if four releases are required by SBE and delivered in the Base Period; the number of releases is an indefinite quantity and will be determined each year.
- C. **Evidence of Insurance.** With the Financial Proposal, include copies of the Master Contractor's current certificates of property, casualty and liability insurance. The copies at a minimum should contain the following information: (1) Carrier name and address; (2) Type of insurance; (3) Amount of coverage; (4) Period covered by insurance; (5) Exclusions.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

The following are the technical criteria to be used to evaluate the TO Proposals in descending order of importance based on the Contractor's ability to meet the Deliverables Schedule in 2.7, based on:

- A. Contractor experience providing software maintenance support for the voter registration systems of states (including Maryland) that use ELECTUS as their baseline voter registration software.
- B. Experience of Contractor personnel, as reported for Section 3.2.1.B.
- C. Contractor experience managing an ELECTUS Oracle database.
- D. Contractor experience managing an issue tracking system (Spirit, Remedy, etc) and a Help Desk operation of at least 150 users for a voter registration system. Contractor experience using the issue tracking system to seamlessly track application issues, and then develop, test, document and implement changes in production, to an existing ELECTUS-based voter registration system.
- E. The Master Contractor's proposed solution and understanding of the unique voter registration requirements of Maryland as demonstrated by the Contractor's written proposal in Section 3.2.1. including the quality of the Draft STMP and any presentations required of the Contractor by the Evaluation Team.
- F. Contractor experience using the following mandatory development tools, used to maintain the MDVOTERS application, to maintain an ELECTUS-based system:
 - o Visual Studio .NET;
 - o ORACLE 11.1.0.7
 - o Active Reports 1.1
 - o Vision Shape
 - o Image BasicAnd the following optional tools:
 - o Toad
 - o Compare It
 - o Text pad
 - o Screen Hunter
- G. Contractor experience using "GoToMeeting" for live, on line, audio-video training for Maryland elections staff on new releases, including experience recording the training session for future use.
- H. References from other states, on ELECTUS-based voter registration work products delivered by the TO Contractor to other State Election Administrators or Secretaries of State.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for: (1) compliance with the minimum personnel qualifications in Section 2.9; (2) the Contractor's expertise in Section 2.10; (3) the quality of responses to Section 3.2.1; and, (4) the Contractor's ability to meet the Deliverables Schedule in 2.7 of the TORFP. Master Contractor Technical Proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 At SBE discretion, the State may require interviews of Contractor personnel proposed in each TO Proposal that meets minimum technical qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TASK ORDER AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of: (1) a fully executed TO Agreement; (2) a Non-Disclosure Agreement (TO Contractor); (3) a Purchase Order; and, (4) by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL FORM
STATE BOARD OF ELECTIONS
MDVOTERS II AP
CATS II TORFP # 060B9800035
ADPICS # D38B1400001

Reference	BASE PERIOD Pricing	Proposed Price
.....	<i>System Transition Period (NTP to Cutover) Pricing</i>
2.6.1.A1	A1 – System Transition Management Plan (STMP)	\$
2.6.1.A2	A2 – STMP Implementation and Report. To begin with NTP and end December 31, 2010.	\$
.....	<i>First-Year Initial Operation Period (01/01/11 to 12/31/11) Pricing</i>
2.6.1.B.	B – Annual MDVOTERS Management Work Plan. Includes facilitating SBE, AP and DC Contractors planning session at SBE.	\$
2.6.1.C.	C – Annual Deliverable and Payment (D&P) Schedule. No cost.
2.6.1.D.	D – Help Desk Services; Lists of Open Help Desk Items by LBE; and SLA Help Desk Monthly Report.	\$
2.6.1.E.	E – MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation and Training. The State is contracting for up to four (4) releases of 1000 <u>developer</u> hours each per year. Including all other costs besides developer hours, e.g., for functional analysis, documentation, testing and training, give Proposed Price per release for one (1) software release of 1000 developer hours: \$_____.	
	In the “Proposed Price Column” enter the Total Proposed Price for four (4) releases in the Initial Operations Year:	
	The cost to the State for this item will depend on the number of releases scheduled and delivered.	\$
2.6.1.F.	F – Database Maintenance and Support Services with Database Management Status Report.	\$
2.6.1.H.	H – Project Management Services with Monthly Status Reporting.	\$
2.6.1.J.	J – Upgrade MDVOTERS to 64-bit Processing. Propose here the total price for purchase, Enterprise Edition warranties and extended warranties, testing, modification and installation. The software purchase price shall be included in the price bid without any markup. Proof of purchase and warranty price will be required.	\$
2.6.1.K.	K – Upgrade Active Reports in 2011 to the most current version and Ensure MDVOTERS application works with the new version of Active Reports.	\$
LINE 1	TOTAL BASE PERIOD PRICE (Transition plus First-Year)	\$

.....	OPTION YEAR 1 Pricing (01/01/2012 to 12/31/2012)
2.6.1.B.	B – Annual MDVOTERS Management Work Plan. Includes facilitating SBE, AP and DC Contractors planning session at SBE.	\$
2.6.1.C.	C – Annual Deliverable and Payment (D&P) Schedule.
2.6.1.D.	D – Help Desk Services; Lists of Open Help Desk Items by LBE; and SLA Help Desk Monthly Report.	\$
2.6.1.E.	E – MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation and Training. The State is contracting for up to four (4) releases of 1000 <u>developer</u> hours each per year. Including all other costs besides developer hours, e.g., for functional analysis, documentation, testing and training, enter the Proposed Price per release for one (1) software release of 1000 developer hours: \$_____.	
	In the “Proposed Price Column” enter the Total Proposed Price for four (4) releases in Option Year 1. The cost to the State for this item will depend on the number of releases scheduled and delivered.	\$
2.6.1.F.	F – Database Maintenance and Support Services with Database Management Status Report.	\$
2.6.1.H.	H – Project Management Services with Monthly Status Reporting.	\$
LINE 2	TOTAL OPTION YEAR 1 PRICE	\$

.....	OPTION YEAR 2 Pricing (01/01/2013 to 12/31/2013)
2.6.1.B.	B – Annual MDVOTERS Management Work Plan. Includes facilitating SBE, AP and DC Contractors planning session at SBE.	\$
2.6.1.C.	C – Annual Deliverable and Payment (D&P) Schedule.
2.6.1.D.	D – Help Desk Services; Lists of Open Help Desk Items by LBE; and SLA Help Desk Monthly Report.	\$
2.6.1.E.	E – MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation and Training. The State is contracting for up to four (4) releases of 1000 <u>developer</u> hours each per year. Including all other costs besides developer hours, e.g., for functional analysis, documentation, testing and training, enter the Proposed Price per release for one (1) software release of 1000 developer hours: \$_____.	
	In the “Proposed Price Column” enter the Total Proposed Price for four (4) releases in Option Year 2. The cost to the State for this item will depend on the number of releases scheduled and delivered.	\$
2.6.1.F.	F – Database Maintenance and Support Services with Database Management Status Report.	\$
2.6.1.H.	H – Project Management Services with Monthly Status Reporting.	\$
LINE 3	TOTAL OPTION YEAR 2 PRICE	\$

.....	OPTION PERIOD Pricing Per Month (01/01/2014 to 05/31/2014)	Per Month.
2.6.1.B.	B – Annual MDVOTERS Management Work Plan. Includes facilitating SBE, AP and DC Contractors planning session at SBE.	\$
2.6.1.C.	C – Annual Deliverable and Payment (D&P) Schedule.
2.6.1.D.	D – Help Desk Services; Lists of Open Help Desk Items by LBE; and SLA Help Desk Monthly Report.	\$
2.6.1.E.	E – MDVOTERS Application Software Maintenance and Reporting; Testing; Documentation and Training. The number of releases in the Option Period will be determined by Deliverable B. The State will be contracting for releases of 1000 <u>developer</u> hours each per release. Including all other costs besides developer hours, e.g., for functional analysis, documentation, testing and training, enter the Proposed Price per release for one (1) software release of 1000 developer hours: \$_____. In the “Proposed Price Column” enter the Total Proposed Price for two (2) releases in the Option Period. The cost to the State for this item will depend on the number of releases scheduled and delivered.	\$
2.6.1.F.	F – Database Maintenance and Support Services with Database Management Status Report.	\$
2.6.1.H.	H – Project Management Services with Monthly Status Reporting.	\$
LINE 4	TOTAL OPTION PERIOD PRICE	\$

SUMMARY PAGE		
LINE 1	BASE PERIOD PRICE	\$
LINE 2	OPTION YEAR 1 PRICE	\$
LINE 3	OPTION YEAR 2 PRICE	\$
LINE 4	OPTION PERIOD PRICE (five months)	\$
	GRAND TOTAL	\$

Out Year Tasks to be Implemented at SBE Discretion:		
2.6.1.L.	L – Data Center Upgrade (estimate only labor). October to December 29, 2013.	\$
2.6.1.N.	N – Additional Tasks	TBD
2.6.1.O.	O – End-of-Task Order Transition Support.	TBD
2.6.1.P.	P – Contractor-Identified Requirements. (<u>If</u> any: List items/tasks with costs on a separate sheet of paper and include only the total here.)	Total: \$
2.6.1.Q.	Q – Internet/Kiosk/Other Voter Registration.	TBD

Travel

The Contractor will routinely be required to potentially perform work at locations throughout the State, i.e., to every LBE, the SBE, the VRS Operations Center, and the COOP site. There will be no travel reimbursements paid above the fixed price proposed for the Task Order.

SUBMIT WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1A - Contractor's Fully-Loaded Hourly Rates
FOR LABOR CATEGORIES TO BE USED FOR APPLICATION CONTRACTOR
"OUT YEAR TASKS TO BE IMPLEMENTED AT SBE DISCRETION"
STATE BOARD OF ELECTIONS
MDVOTERS II AP
CATS II TORFP #060B9800035
ADPICS PO # D38B1400001**

Labor Category	Base Period	Option Year 1	Option Year 2	Option Period
	NTP to 12/31/2011	2012	2013	Jan to May 2014
<i>Fully Loaded Rates:</i>	\$ /Hour	\$/Hour	\$/Hour	\$/Hour
02. Project Manager				
10. Applications Programmer				
16. Advanced Technology Senior Application Developer				
22. Senior Database Management Specialist				
27. Testing Specialist				
31. Software Engineer				
40. Senior Application Architect				
44. Help Desk Manager				
45. Senior Help Desk Specialist				
55. Documentation Specialist				
59. Internet/Intranet Site Developer Senior				
65. Systems Design Engineer				
81. Senior Network Engineer				
82. Junior Network Engineer				
84. Senior Network Technician				
90. Geographic Information Systems Analyst				
(Contractor may propose other labor categories:)				

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # D38B1400001

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.

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 D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 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 of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. 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, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 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-5. 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. 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.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. D38B1400001, I affirm the following:

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

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number D38B1400001	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # D38B1400001, I state the following:

2. Offeror identified opportunities to subcontract in these specific work categories:

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

Offeror made the following attempts to contact personally the solicited MBEs:

“ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

“ This project does not involve bonding requirements.

“ Offeror did/did not attend the pre-proposal conference

“ No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. D38B1400001, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #D38B1400001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

John Clark MDVOTERS System Administrator State Board of Elections Suite 200 151 West Street Annapolis, Maryland 21401 jclark@elections.state.md.us	Rick Fowlie Procurement Officer State Board of Elections Suite 200 151 West Street Annapolis, Maryland 21401 rfowlie@elections.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS II TORFP #D38B140001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

John Clark MDVOTERS System Administrator State Board of Elections Suite 200 151 West Street Annapolis, Maryland 21401 jclark@elections.state.md.us	Rick Fowlie Procurement Officer State Board of Elections Suite 200 151 West Street Annapolis, Maryland 21401 rfowlie@elections.state.md.us
--	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # D38B1400001 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 201_ by and between MASTER 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, as identified in the CATS II TORFP # D38B1400001.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # D38B1400001, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated _____.
 - d. “TO Procurement Officer” means Chere’ Evans. 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 MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means John Clark of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
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 II 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 II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of less than 15 months, commencing on the date of Notice to Proceed and terminating on December 31, 2011.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. 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 Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an 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 [REDACTED]. 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 State Board of Elections Finance Office, Suite 200, 151 West Street, Annapolis, MD 21401.

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

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Board of Elections

By: Chere' Evans, TO Procurement Officer

Date

Witness: _____

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)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

LOCATION: State Board of Elections, 151 West Street, Suite 200, Annapolis, Maryland, 21401

DATE AND TIME 09/01/2010 at 10:30 AM

DIRECTIONS: See the SBE Website at www.elections.state.md.us for directions to SBE.

PARKING: NO PARKING IS AVAILABLE AT THE STATE BOARD OF ELECTIONS. USE THE ADJACENT COLONIAL AVENUE PARKING LOT OR THE PARKING LOTS AT THE LOEWS OR WESTIN HOTELS ON WEST STREET.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 201_, 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 II TORFP #D38B140001 for **MDVOTERS II AP**. 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 referenced above, 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 Chere' Evans, Procurement Officer, 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: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 201___, 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 **MDVOTERS II AP TORFP** No. D38B1400001 dated _____, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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 TO 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:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. 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;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

State Board of Elections:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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.state.md.us 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) _____	
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) _____	

D) Was the substitute approved by the agency in writing?
Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No
(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off
Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?
Yes No
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?
Yes No (If no, explain why) _____

ATTACHMENT 10 – 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 & Date: _____

EXHIBIT A

**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 11 – 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 12 – MDVOTERS REQUIREMENTS

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.

**ATTACHMENT 12 (CONT'D) – MDVOTERS Requirements
(see Section 2.6)**

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 i Alphabetical by last name, first name then middle name i 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. i State of Maryland default i Option to select standard or non-standard addresses. Ex. of non-standard is "Hwy 96, 1 mile south of Highsmith Homestead" i Automatically populate zip when town is entered or populate town when zip is entered				
1.1.6 Voter mailing information fields - unlimited character capability i At least four fields (lines of address) i Optional field for APO, etc. address i Visible on voter detail screen i 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 i Warning message appears i Immediate access to real time database information to determine if person is already registered i 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				
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: i Relate elected officials to registrant detail screen i View current polling place and address on voter detail screen				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> i View current District/Precinct and Municipality on voter detail screen i 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"> i Ability to produce or generate VNC from registrant detail screen i Refresh button to clear screen for next inquiry i Easy initiation of voter search window i Save changes to voter's record i Perform a signature scan from the user workstation i Pop up/pull down system tables for any table field i View the current voter's assigned political districts and elected officials i Look up the current voter's polling place assignment (address, etc.) i Print custom labels (See RFP 1.3 Definitions) i 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"> i Previous registration address i Previous name 				
1.1.18 Street file database <ul style="list-style-type: none"> i Capability to auto fill street names i View the street ranges table for detail screen i Link to GIS (reference section 2.3) 				Available to all LBEs, implemented in Montgomery County only as of 3/1/2010.
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				

Specification	HAVA/NVRA			Comments
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"> i Utilize bar code technology i Option of how history is to be updated, voted or not voted i Provide customized reporting i Ability to include where voted and what method i Allow editing with proper security clearance 				
1.2.9 Polling place maintenance features: <ul style="list-style-type: none"> i Ability to identify polling places i Ability to track required staffing and equipment i Ability to monitor facilities for accessibility i 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.				
1.2.11 through 1.2.17 Deleted				
1.2.18 Automatic Re-Districting and Re-Precincting <ul style="list-style-type: none"> i Ability to split Precincts i 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"> i Incomplete information i Suspense i Felon i Under age i 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			

Specification	HAVA/NVRA			Comments
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 i Simple to read and retrieve i Name change activity i Separate activity files for voting history, address history with district/precinct and polling place attached, notices sent history, political party history, petitions, etc.				
1.2.25 Ability to easily launch, customize and maintain the petition process i Petition history accessed from voter detail screen i Ability to identify eligible voters who signed petition i Ability to print specified reports				
1.2.26 Ability to easily launch, customize and maintain the Absentee ballot process i Ability to flag voter's name on Precinct register i Option to choose when voter history should be posted i Utilize bar code technology				
1.2.27 Ability to define output for the option to generate labels as needed: i When new voter is added i When changes have been made to a voter's file i 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 i Easily accessed and instant data entry i Capability to attach the note to a voter's record without difficulty i 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 i Use wildcard (%) i Soundex or sounds-like capability i Ability to scroll through a file (tabular view) of records, including those before and after a search, to view entire database from users starting point				
1.2.36 At-a-glance flagging on registrant detail screen for quick view i Absentee Voter i Inactive Voter i Election Judge i <Amdt #2> <Added. NVRA Process>	N (4 th bullet only)			

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> i ID Requirement i Language i Special needs i Incomplete application 	H (5 th bullet only)			
1.2.37 View date last voted and election code				
1.2.38 Ability for user to define extract data for use in Microsoft Word, Excel, Access and other programs				
1.2.39 Unlimited sorting capabilities throughout with default of last name, first name and middle name				
1.2.40 Unlimited export features (see 1.2.38)				
1.2.41 Changes, additions or other activities that initiate automatic triggers that generate reports, forms, notices, etc				
1.2.42 Ability to add and maintain registrant records during time when books are closed				
1.2.43 Mass changes to registrant information at both local and state level, such as, zip code or area code changes for part of a county being a local change, and party changes being at the state level				
<p>1.3 Statewide Registration <i>Introduction</i> The voter registration system needs to provide a method of transferring responsibility for voter records from one county to another county. Upon receiving notice of a registered voter's new residence, the currently responsible county needs to prepare a record for transfer to the new county by entering new information and attaching a scanned image of the supporting documentation. The system must forward that "notice of transfer" to the new county. Once the new county accepts responsibility for that record, they will change the County Code portion of the Unique ID #. The system should update the permanent record with the new information. Statistics should be calculated for the old and new county and a line of activity history should be written to the record.</p> <p>For a county receiving information that a currently registered voter is now residing in the jurisdiction, the system should allow the new county to send a "request for transfer" to the old county.</p>				
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"> i Provide area for new/changeable information for new jurisdiction i Address i Party Affiliation i 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				

Specification	HAVA/NVRA			Comments
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 <ul style="list-style-type: none"> i System must allow alternate mailing address i 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"> i To include registrant status from Active to Inactive i To include registrant status from Inactive to Active i 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"> i Allow this report to be prepared at local boards or for the entire database at the state level i Allow this report to be prepared on a scheduled monthly basis or "on demand" i 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"> i Statewide check on demand i 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>				
2.1	Validate street names, house numbers and street directions			
2.2	Automatically assign the correct jurisdictional divisions, City Name and Zip Code in the Voter Registration record			
2.3	<p>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>			Available to all LBEs, implemented in Montgomery County only as of 3/1/2010.
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			
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			
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.			
2.7	Street segments should be easily merged or split to facilitate			
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			
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			

Specification	HAVA/NVRA			Comments
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, 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				
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"> i Election name i Election code i Election date i Books closed date i Parties eligible to vote i Eligible registrant status i Jurisdictions eligible to vote i Polling places to be used i Register splits to be used, such as by letter range, by each letter, or by number of voters i 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
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				
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.				
5.1 Create/modify/delete Election Worker record - some of the following data items should be retrieved from the voter registration data				
5.1.1 Ability to capture following data items for each Election Worker i Voter ID Number i Status (to include unregistered poll workers such as under 18, out-of-county, state/county employee) i Election Worker First, Middle Last Name, Title				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> i Street Address i Mailing Address i City Zip Code i Party i Home District/Ward-Precinct i Legislative District i Congressional District i Council/Commissioner/City Council District i Election Year/Election Type i Position i Work District/Ward-Precinct i Working out-of-Precinct Flag i Willing to Work Out of Precinct Flag i Previous Work District/Ward-Precinct i Home Telephone i Work Telephone i Fax Number i Cell Telephone i Email Address i Social Security Number i Age i Date Oath Sent i Date Oath Returned i Pay Code Flag i Reminder Sent Flag i Training Scheduled Flag i Training Completed Flag i Training Class Scheduled i Training Date i Foreign Language Speaking Flag i American Sign Language (ASL) certified Election Worker Flag i Comments i 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			

Specification	HAVA/NVRA			Comments
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: i Date - activity start and end dates i Activity i Position i Party i Location i Activity Status i 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 i Party i Position i Voter ID i 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 i Date/Time of Training i Type of Training i Number of Students Permitted i Location of Class i Election Worker's Name i Assigned District/Ward-Precinct i Comments				
5.4.2 Update record when training has been scheduled				
5.4.3 Option to update record with training assessment information				

Specification	HAVA/NVRA			Comments
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				
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				

Specification	HAVA/NVRA			Comments
<p>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</p>				
<p>6.1 Create An Associated Absentee Record</p>				
<p>6.1.1 Personalized Absentee Applications:</p> <ul style="list-style-type: none"> i 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 i The application should produce an application on demand or in batches. When prompted, the user should be allowed to include an alternate mailing address i The printed application should include the ID# /w bar code, name, residential address, Date of Birth, affiliation, ballot style i The request for an application should appear as a line in the activity history of the voter registration record 				
<p>6.1.2 Create the Absentee record at the point that the completed application is received in the election office</p>				
<p>6.1.3 Information to appear on Absentee screen (which includes information carried over from the voter registration record)</p> <ul style="list-style-type: none"> i Registrant ID# i First, Middle, Last Name & Title i Residential Address i Mailing Address i Telephone number and alternate telephone number i Date of Birth i Party Affiliation i Digitized Graphical Signature i District/Ward-Precinct and all related Maryland jurisdictional divisions i Ballot Style i ID requirement i User Comments: Provide free text field 	<p>H(eleventh bullet / ID requirement only)</p>			
<p>6.1.4 Type of application, for example: formal, informal, party, emergency, national, etc.</p>				
<p>6.1.5 Alternate mailing address for up to three elections</p>				
<p>6.1.6 Allow adequate field sizes for military, college and foreign addresses</p>				
<p>6.1.7 Date the application was received</p>				
<p>6.1.8 Application Status: Accepted, Incomplete, Rejected</p>				

Specification	HAVA/NVRA			Comments
6.1.9 Applicant Codes Supported: <ul style="list-style-type: none"> i Civilian i Military i Overseas Citizen i Nursing Home i Permanent i Provisional i Student i Board Employee i Election Worker i User Defined 				
6.1.10 Type Applied for: <ul style="list-style-type: none"> i Primary i General i All As Permitted i Special Primary i Special General i Municipal Primary i Municipal General i 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"> i In Office i By Mail i Picked Up i 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"> i Accepted = Timely or Post Mark Timely i Rejected = Including but not limited to Late, Undeliverable, Spoiled, and other State 				

Specification	HAVA/NVRA			Comments
conditions				
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: i Barcode scanning technology i 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: i Registrant ID# i Ballot Style i All Jurisdictional Divisions i Party Code i Full Name i Address: - Absentee mailing address				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> - Voter mailing address - Voter residential address - Bar-coded zip code - Allow for military, foreign, college addresses, etc i Label size must accommodate foreign addresses 				
<p>6.13.2 Ballot Envelope Labels</p> <ul style="list-style-type: none"> i 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 				
<p>6.13.3 Allow a user to specify quantity of each type; and produce these labels individually or as a batch</p>				
<p>6.14 Additional Printing</p>				
<p>6.14.1 Voter Authority Cards - Allow the optional printing of VACs for Absentee applicants</p>				
<p>6.14.2 Precinct Register</p> <ul style="list-style-type: none"> i Allow printing of a Precinct Register to include Absentee applicants i If Absentee applicants are included on the register, mark the register with an indicator 				
<p>6.15 Reports</p>				
<p>6.15.1 Absentee Voter Turnout</p> <ul style="list-style-type: none"> i After posting voter history, produce statistics report by party affiliation within any specified District Group i Report should include sub-totals and totals 				
<p>6.15.2 Application Statistics for Any Date Range to include the quantity of applications received by:</p> <ul style="list-style-type: none"> i Party i Ballot style i Applicant code 				
<p>6.15.3 Applicant Lists - listing Absentee applicants for any specified date range</p> <ul style="list-style-type: none"> i Provide sort options i Must be able to identify those applicants rejected 				
<p>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.</p>	H			
<p>6.15.5 Ballot Status Report to report number of ballots returned within any specified District Group</p> <ul style="list-style-type: none"> i Report should allow various sorts i Must be able to identify those applicants rejected 				
<p>6.15.6 Public Service Requests to include applicants for any date range and any specified District Group and/or party affiliation</p> <ul style="list-style-type: none"> i 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 i Report should provide an option to include or exclude the applicant's alternate Absentee 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> mailing address, if any i 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				
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"> i Name i Address i Date of Birth i District/Ward-Precinct where voted i District/Ward-Precinct that coincides with the given address 				
7.1.2 Allow user to search the database <ul style="list-style-type: none"> i If record exists, display: Voter Registration #, Party, HAVA ID requirements (if any) i 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			

Specification	HAVA/NVRA			Comments
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: _____ (use code from above)	H			
7.3 Comment Section: provide an area for free text				
7.4 Record Transfer of Responsibility ¾ 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 ¾ 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.				
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 i Party and address to always default to Election Day i Capability to capture party, District/Precinct with voter history				

Specification	HAVA/NVRA			Comments
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"> i By party i By age i By gender i By jurisdictional divisions i 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"> i State i Federal i Municipal i District/Wards/Precincts 				
8.1.15 Capability to track and report by what method a registrant voted <ul style="list-style-type: none"> i Provisional i Absentee i Polling Place 				
8.1.16 Overall Statistics - able to produce all statistics for post-election surveys required by SBE, FEC, FVAP, and HAVA	H			
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.				
9.1 Required Capabilities				
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.				
9.1.2 Ability to select from multiple reporting parameters at least by: <ul style="list-style-type: none"> i Date of Birth i Maryland Jurisdictional Divisions i Gender i Party i Voting History i Street name/numbers/directional/unit type/suffix i Registration date i Age 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> i Status codes i Registration codes ¾ how reg.; source of change; reason i Voter Registration ID number i Name, alphabetically either by First, Middle, Last or combination i Zip Code i Activity Codes i Absentee Codes i Election Judge Codes 				
9.1.3 Provide totals and sub totals on all reports				
9.1.4 Capability to auto-generate exception reports showing data not processed by the system.				
9.1.5 Capability to create export files, produce notices, reports and labels with common file format for: <ul style="list-style-type: none"> i Viewing and printing i User defined sort i On a scheduled basis i On demand, individual or batch 				
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"> i Is underage i Is an Absentee voter i Voted in a specific election i Voted by Absentee ballot in a specific election i Is a confidential voter i 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"> i Ability to manually type report title i Ability to manually type headings i Ability to manually type text field names ¾ Auto-populated from data file i Ability to superimpose a grid on the custom report window with voter fields automatically aligned to the grid lines i Capability to select font size and print sizes i Capability to select and place lines, boxes, bar codes and scanned signatures on reports i Capability to produce custom reports on any size paper, label or form i 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"> i NVRA monthly reports i Activity reports 				

Specification	HAVA/NVRA			Comments
i 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: <ul style="list-style-type: none"> i 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"> i Ability to customize the size of the printed bar code i 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"> i Capability to combine petitions, including supplemental filings i Capability to create a single petition i Group and/or petition number i Petition description i Option to restrict number of times a voter may sign a petition 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> i Window displaying all defined petitions i Date submitted i Number of signatures required i Filing deadline i Option to choose number of signature lines per petition page i 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"> i Names and addresses of signers i 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"> i Party i Eligible jurisdictions i Registration date i Status - Inactive/removed i Date when petition is signed 				
10.1.5 Fields to track statistics as the petition is processed <ul style="list-style-type: none"> i At-A-Glance summary screen that auto populates upon petition selection i Notify user when minimum signature requirements have been reached 				
10.1.6 Statistical report including: <ul style="list-style-type: none"> i Name of petition i Petition requirements i Total number of pages i Total number of lines i Number of valid signatures i Percent needed i Percent processed i Number of signatures needed i Number of signatures determined to be invalid i Status i Reason description i Number processed for each reason i Percent processed for each reason i Ability to produce report of voters that signed a particular petition i 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				

Specification	HAVA/NVRA			Comments
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"> i Number signatures accepted on each page i Number signatures rejected on each page i Number signatures pending (not accepted nor rejected) on each page i 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"> i Petition Name i Petition Page Number i Name of each person that signed the petition i 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"> i Information fields ¾ user defined i Signature of registrant i Search results ¾ no scrolling to view information i View of petition page (giving print preview of page) i 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"> i Option to flag and produce a list of voters that have changed their addresses i Ability to auto-process updates on registrant's record when new information is added and generate the appropriate notice and labels 				

Specification	HAVA/NVRA			Comments
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.
<p>10.2.1 General Specifications:</p> <ul style="list-style-type: none"> i The system must provide a Web and IVR Phone System that will answer routine and repetitive questions. Different technologies may be used for the Web access and IVR access, but data must come from same database. i 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) i Fax back capabilities(e.g., voter requests Absentee ballot application faxed to home/business) i Must be ADA compliant i 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) i Ability to leave a voice message (IVR) or email (Web) i Ability to talk with a person i Ability to change information on messages on a recurring basis i Ability to change the number of lines that are dedicated to the system based on high availability periods i Meets Federal and State Security Requirements i Ability to assign user rights i 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"> i 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 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> " Absentee information " Municipal polling location - An option that will forward the voter to the State Board of Elections - 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) i 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 - 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 i Candidacy Information: This information will need to be database driven, as it may be specific to the potential candidate or information requestor: <ul style="list-style-type: none"> - How to become a candidate - Unofficial results - Candidacy status i General Information: All general information will be the same. This information is not dependent on the voter who is requesting the information; it is not database driven <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? 				

Specification	HAVA/NVRA			Comments
<ul style="list-style-type: none"> - 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 und in the Web/IVR. Employment opportunities 				
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.				On Hold pending federal requirement.

ATTACHMENT DC 1 VROC

2/16/2010

**MDVOTERS DATACENTER EQUIPMENT
VROC ANNAPOLIS**

S.No	Product/ Manufacturer	Description/Model Network Equipment	Quantity
1	Top Layer	IPS 5500 :Intrusion Prevention System:	1
2	F5	Global Traffic Manager GTM1600 : Load balancer	1
3	F5	Local Traffic Manager : LTM 1600 :Load balancer	1
3	Proventia	GX4002-C-1-P Intrusion Detection system	1
4	ISS	Real Secure server sensors for Windows	12
5	Cisco	Cisco 3560 G Catalyst Switches 48 TL ports	2
6	Cisco	Cisco Catalyst 2960G-24TC - Switch - 24 ports	3
7	Juniper	SSG 520 M Juniper Firewall	1
8	Juniper	SSG 5 Juniper Firewall	1
9	Juniper	M7i :Juniper Router :2 GE Ports, 400 MHz RE w/ 768MB, Enhanced CFEB,ATM DS3	1
10	Tripwire	Tripwire software 7.5 for Network monitoring for any configuration changes on network devices	1
11	HP	HP 8/8 (8)-ports Enabled SAN Switch;HP 8/8 and 8/24 SAN Switch 8-pt Upgr LTU	2
12	HP	Tape Library-MSL 2024	1
13	HP	Storage device -EVA 3000	1
HP -servers			
14	HP	Proliant DL 360 G6-Windows server 2003 standard edition service pack2	7
15	HP	Proliant DL 380 G6 -Windows server 2003 standard edition service pack2	3
16	HP	Proliant DL 380 G6 - Linux OS:Oracle Enterprise Linux 5 Update2	4
17	HP	Proliant DL 360 G5 -Windows server 2003 standard edition service pack2	3
18	HP	Proliant DL 380 G5-Windows server 2003 standard edition service pack2	1
19	HP	Proliant DL 320 -Windows server 2003 standard edition service pack 2	1
20	HP	Proliant DL 380 G5 Linux OS:Oracle Enterprise Linux(OEL) 5 Update 4-Adhoc Database	1

21	HP	Proliant DL 360 G6-Windows server 2003 standard edition service pack2-Development servers	3
22	HP	Proliant DL 380 G6-Linux OS-Oracle Enterprise Linux(OEL) update 5-Development servers	3
Software			
23	HP	Data Protector 6.0 for Tape backup software	1
24	HP	Command View EVA 7.0.1 for Managing SAN Storage(Existing licenses is for 2 TB.Additional required license for 6 TB	1
25	McAfee	Anti Virus software for Windows machines: Virus Scan enterprise 8.7i managed with e-policy orchestra	
26	Windows OS	Windows 2003 Standard Edition	
27	Linux OS	Linux OS-Oracle Enterprise Linux (OEL) 5	
28	Citrix	Citrix Xen App	400
29	Oracle Business	Oracle 11G	
30	Intelligence	Crystal Reports XI :for Adhoc	5
31	Vision shape	Image scanning software Version1.1	
32	Star SQL	MVA client software 5.21.0310U	
33	Terminal server licenses	Windows Terminal Server Licenses	400
34	Nimsoft	Monitoring Tool For server and Network Devices	
35	ISS-Site Protector	Site Protector console for monitoring Proventia	
36	MS-SQL server 2005	MS SQL server 2005 Service pack2 for ISS and McAfee EPO.	1

ATTACHMENT DC 2 COOP

2/16/2010

**MDVOTERS DATACENTER EQUIPMENT
COOP SITE**

S.No	Product/ Manufacturer	Quantity
Network Equipment		
1	Top Layer IPS 5500 :Intrusion Prevention System:	1
2	F5 Global TrafficManager GTM1600 : Load balancer	1
3	F5 Local Traffic Manager : LTM 1600 :Load balancer	1
3	Proventia GX4002-C-1-P Intrusion Detection system	1
4	ISS Real Secure server sensors for Windows	11
5	Cisco Cisco 3560 G Catalyst Switches 48 TL ports	2
6	Cisco Cisco Catalyst 2960G-24TC - Switch - 24 ports	3
7	Juniper SSG 520 M Juniper Firewall	1
8	Juniper SSG 5 Juniper Firewall	1
9	Juniper M7i :Juniper Router :2 GE Ports, 400 Mhz RE w/ 768MB, Enhanced CFEB,ATM DS3	1
10	HP HP 8/8 (8)-ports Enabled SAN Switch;HP 8/8 and 8/24 SAN Switch 8-pt Upgr LTU	2
11	HP Tape Library-LTO3 1/8 Ultrium Auto loader	1
12	HP Storage device -EVA 3000	1
HP –servers		
13	HP Proliant DL 360 G6-Windows server 2003 standard edition service pack2	7
14	HP Proliant DL 380 G6 -Windows server 2003 standard edition service pack2	3
15	HP Proliant DL 380 G6 - Linux OS:Oracle Enterprise Linux 5 Update2	3
16	HP Proliant DL 360 G5 -Windows server 2003 standard edition service pack2	2
17	HP Proliant DL 380 G5-Windows server 2003 standard edition service pack2	1
Software		
18	HP Data Protector 6.0 for Tape backup software	1
19	HP Command View EVA 7.0.1 for Managing SAN Storage(Existing licenses is for 2 TB.Additional required license for 6 TB	1
20	McAfee Anti Virus software for Windows machines:Virus Scan enterprise 8.7i	
21	Windows OS Windows 2003 Standard Edition	
22	Linux OS Linux OS-Oracle Enterprise Linux (OEL) 5	
23	Citrix Citrix Xen App	400
24	Oracle Oracle 11G	

25 Vision shape Image scanning software Version1.1
26 Star SQL MVA client software 5.21.0310U
27 Nimsoft Monitoring Tool For server and Network Devices

END OF DOCUMENT