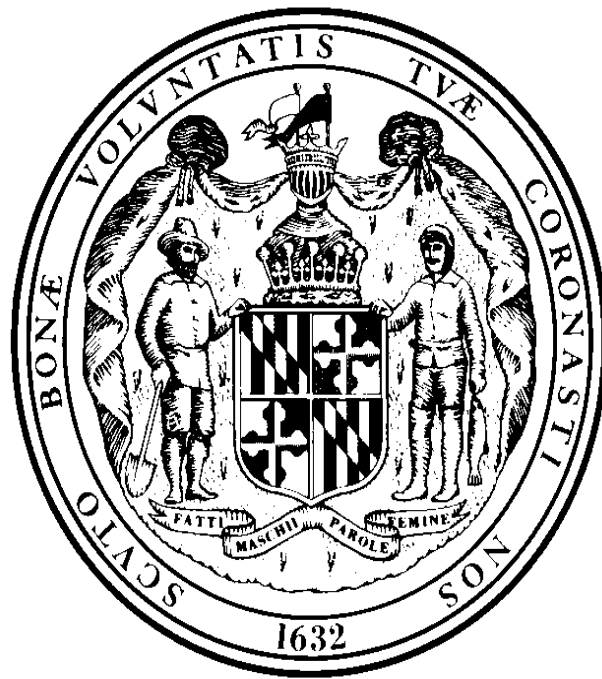


**Request for Proposals
Direct Recording Electronic Voting System and Optical Scan Absentee Voting System
For Four Counties**

Project No. SBE-2002-01

Maryland State Board of Elections



Issue Date: July 17, 2001

Notice

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-3274 to the attention of William M. Bowser.

Title: Direct Recording Electronic Voting System and Optical Scan Absentee Ballot Voting System for Four Counties

Project No: SBE-2002-01

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

3. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

State of Maryland
Key Information Summary Sheet

Request For Proposals

**DIRECT RECORDING ELECTRONIC VOTING SYSTEM AND OPTICAL SCAN ABSENTEE BALLOT
VOTING SYSTEM FOR FOUR COUNTIES**

PROJECT NUMBER SBE-2002-01

RFP Issue Date: July 17, 2001

RFP Issuing Office: Maryland State Board of Elections

Procurement Officer: William M. Bowser
Office Phone: 410-260-7683
Fax: 410-974-3274
e-mail: bbowser@dbm.state.md.us

Proposals are to be sent to: State Board of Elections
P.O. Box 6486
151 West Street, Suite 200
Annapolis, MD 21401-6486
Attention: William M. Bowser

Pre-Proposal Conference: July 27, 2001 at 10:00 a.m.
State Board of Elections
151 West Street, Suite 200
Annapolis, MD 21401
For directions, call Joe Torre at 410-269-2847

Closing Date and Time: August 16, 2001 at 12:00 Noon

NOTE

This RFP is available on the Internet at:
<http://www.elections.state.md.us/>;
<http://www.dbm.state.md.us/html/dbmproc.html>; and,
<http://www.emarylandmarketplace.com/emm/index.cfm>.

It is also available on diskette in MS Word. Potential Offerors wishing to receive this information on diskette may submit a written request along with a blank formatted 3-1/2" IBM compatible diskette to the Procurement Officer. Information supplied on diskette or obtained via the Internet is for convenience only. For printed copies of this written document, please contact the Procurement Officer.

Table of Contents

SECTION 1 - GENERAL INFORMATION	1
1.1 SUMMARY STATEMENT.....	1
1.2 NON-EXCLUSIVE USE.....	2
1.3 ABBREVIATIONS AND DEFINITIONS	2
1.4 PROCUREMENT OFFICER.....	3
1.5 PRE-PROPOSAL CONFERENCE.....	4
1.6 USE OF “ E-MARYLAND MARKETPLACE”	4
1.7 QUESTIONS.....	4
1.8 PROPOSALS DUE (CLOSING) DATE	4
1.9 DURATION OF OFFER.....	5
1.10 REVISIONS TO THE RFP	5
1.11 CANCELATIONS; DISCUSSIONS	5
1.12 ORAL PRESENTATION	5
1.13 INCURRED EXPENSES.....	5
1.14 ECONOMY OF PREPARATION.....	5
1.15 PROTESTS/DISPUTES.....	5
1.16 MULTIPLE OR ALTERNATIVE PROPOSALS	6
1.17 ACCESS TO PUBLIC RECORDS ACT NOTICE	6
1.18 OFFEROR RESPONSIBILITIES	6
1.19 MANDATORY CONTRACTUAL TERMS	6
1.20 PROPOSAL AFFIDAVIT	6
1.21 CONTRACT AFFIDAVIT.....	6
1.22 MINORITY BUSINESS ENTERPRISES	6
1.23 ARREARAGES.....	6
1.24 PROCUREMENT METHOD	7
1.25 CONTRACT DURATION.....	7
1.26 CONTRACT PRICE ADJUSTMENTS	7
1.27 CONTRACT TYPE	8
1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT	8
1.29 NON-VISUAL ACCESS	8
1.30 BID BOND.....	8
1.31 PERFORMANCE BOND.....	8
1.32 SURETY BOND ASSISTANCE PROGRAM.....	8
SECTION 2. OFFEROR MINIMUM REQUIREMENTS	9
2.1 FEDERAL ELECTION COMMISSION STANDARDS.....	9
2.2 INDEPENDENT TESTING AUTHORITY	9
SECTION 3 - SCOPE OF WORK	9
3.1 BACKGROUND	9
3.2 DELIVERY REQUIREMENTS.....	10
3.3 SYSTEM REQUIREMENTS, PERFORMANCE AND CAPABILITIES	12
3.4 REPORTING AND COMPLAINT RESOLUTION	18
SECTION 4 – PROPOSAL FORMAT	19
4.1 TWO PART SUBMISSION.....	19
4.2 PROPOSALS.....	19
4.3 SUBMISSION	19
4.4 VOLUME I – TECHNICAL PROPOSAL.....	19
4.5. SUBMISSION OF EQUIPMENT FOR TESTING	24
4.6 ESCROW AGREEMENT FOR VOTING SYSTEMS SOFTWARE SOURCE CODE	25
4.7 VOLUME II - FINANCIAL PROPOSAL	25
4.8 CERTIFICATION FEE.....	25
SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE.....	26
5.1 EVALUATION CRITERIA	26
5.2 TECHNICAL CRITERIA.....	26
5.3 FINANCIAL CRITERIA.....	26
5.4 RECIPROCAL PREFERENCE.....	26
5.5 SELECTION PROCEDURES	26

ATTACHMENTS 28
ATTACHMENT A 29
ATTACHMENT B 37
ATTACHMENT C 43
ATTACHMENT D 44
ATTACHMENT D-1 47
ATTACHMENT D-2 48
ATTACHMENT D-3 49
ATTACHMENT D-4 50
ATTACHMENT D-5 51
ATTACHMENT D-6 52
ATTACHMENT E 53
ATTACHMENT F 54
ATTACHMENT G 58
ATTACHMENT H 59
ATTACHMENT I 61

SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

Through this solicitation the Maryland State Board of Elections (SBE) is seeking to procure the services of a firm or firms capable of providing, for use in four Maryland counties, a Direct Recording Electronic (DRE) Voting System, with audio interface for non-visual access, in polling places or an Optical Scan Absentee ballot voting system, or both. These systems and associated services are to be provided as needed by these 4 local jurisdictions in Maryland during the term of the contract.

These systems and services must provide an on-demand, easy to use, cost-effective, direct recording electronic voting system at the polling places, and optical scan absentee ballot voting system, for use by the citizens of the Allegany, Dorchester, Montgomery and Prince George's Counties for any election conducted under the Maryland Election Code, Article 33 within the term of the contract that results from this RFP.

The Offeror must propose the purchase of the offered system(s).

The scope of this RFP is to obtain two (2) types of voting systems, as follows, to be used by the above identified 4 local jurisdictions in Maryland:

1. Direct Recording Electronic Voting System, with audio interface for non-visual access, for use in Polling Places
2. Optical Scan Absentee Ballot Voting System for use at local boards of election.

In addition to obtaining the actual voting systems, the selected Contractor(s) is to provide these associated services:

- Training on the use of the system;
- Secure storage for all equipment;
- Transportation of all equipment from storage to required locations for elections, with return to storage after the elections;
- Warranty, support, and maintenance of equipment and software;
- System software patches and upgrades; and
- Election administration support.

Offerors must propose all associated services for each offered system. Each of the required associated services is described in more detail in RFP section 3.

Offerors may submit proposals for either or both of the listed voting systems. The State intends to award one contract for the purchase of each voting system to a qualified Offeror. If one Offeror is to receive awards for both voting systems, then one contract that incorporates both requirements may be made. The Contract(s) resulting from this procurement will be an Indefinite Quantity contract with fixed unit prices as described in COMAR 21.06.03.

The Contract will be for a base period of approximately three (3) years and three (3) months with four (4) additional, successive one-year renewal terms. These one year renewal terms may be exercised at the State's sole option.

1.2 Non-Exclusive Use

It is the State's intention to obtain goods and services, as specified in this Request for Proposals (RFP), from contracts between the selected Offeror(s) and the State. However, these contracts will not be construed to require the State to procure exclusively from the contractors. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractors. The State via the resulting contracts makes no guarantee to the selected Offeror(s) that the State will purchase any minimum or maximum amount of equipment and services. The resulting contracts will fix the unit prices for the term of the contract and any subsequent renewal period for any equipment or services ordered by the State. Actual quantities purchased may vary based on the 2002 redistricting and actual number of registered voters.

1.3 Abbreviations and Definitions

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

- a. **ABS** (Absentee Ballot System) - This has the same meaning as Optical Scan or Optical Scan Absentee Ballot Voting System
- b. **Contract** - The specific agreement entered into between SBE and the single selected Offeror for each of the DRE and Absentee ballot voting systems to provide all services and features as required in this RFP for each respective System, and as contained in that Offeror's proposal in response to this RFP. The Contract shall be in the general format as shown in Attachment A to this RFP
- c. **Contractor** - The single selected Offeror for each of the DRE and Absentee ballot voting systems and all services and features as required in this RFP and as contained in the Offeror's proposal, for each respective system.
- d. **Contractor's Contract Administrator** – Person in the Contractor's business with the authority and knowledge to resolve customer complaints that are not technical in nature.
- e. **Contract Monitor** - The State representative for the resulting contract. The State's Contract Monitor is:
Ross Goldstein
State Board of Elections
151 West Street
Suite 200
Annapolis, Maryland 21401
Telephone #: 410-269-2877
Fax #: 410-974-5415
E-mail: rgoldste@elections.state.md.us
However, SBE may change the Contract Monitor at any time by written notice to the Contractor.
- f. **COMAR** - Code of Maryland Regulations
- g. **DRE**- Direct Recording Electronic
- h. **DRE Voting System** - Is one that:
 - Records votes by means of a ballot display provided with mechanical or electro-optical devices;
 - Processes the data by means of a computer program;
 - Records voting data and ballot images in internal memory devices;
 - Tabulates voting data as hard copy or stored in a removable memory device; and,
 - Incorporates an audio interface for non-visual access.
- i. **Local Time** - Time in the Eastern Time Zone as observed by the State
- j. **Offeror** – An entity which submits a proposal in response to this RFP
- k. **Optical Scan** - Optical Scan Absentee Ballot Voting System
- l. **Optical Scan Absentee Ballot Voting System** - Is one that:
 - Records votes, using one or more ballot cards imprinted with text and voting response locations that are marked by the voter; and
 - Counts and produces a tabulation of the vote count by scanning each ballot and reading the marks indicated by the voter.

- m. **Procurement Officer** - Refers to William M. Bowser as identified in this RFP, or any successor as may be named by SBE .
- n. **Purchase Orders** - will be initiated by the Contract Monitor as a notice to proceed for a specific job. As appropriate, a purchase order will contain the following information:
 - Project
 - Required delivery location(s)
 - Required delivery date(s)
 - On-site contact(s)
 - Quantity of machines
 - Any special delivery instructions, such as hours or days when shipments will not be received.
- o. **Request for Proposals** - The entire contents of this solicitation document, which is titled as Direct Recording Electronic Voting System and Optical Scan Absentee Ballot Voting System for Four Counties, Project No. SBE-2002-01, and any addenda thereto.
- p. **RFP**- Request for Proposals
- q. **Requesting Entity** – State Board of Elections
- r. **Requesting Entity Point of Contact** –State Administrator of Elections or designee.
- s. **SBE** - State Board of Elections. The State of Maryland agency which is seeking to procure the services outlined in this RFP.
- t. **Using Entity** - local boards of elections in Allegany, Dorchester, Montgomery and Prince George’s Counties of the State of Maryland which are using a voting system obtained under a contract which results from this RFP.
- u. **Using Entity Point of Contact** – the election director, or designee, within Allegany, Dorchester, Montgomery and Prince George’s Counties of the State of Maryland which is using a voting system obtained under a contract which results from this RFP.
- v. **VWD (Voter with Disability)**– A registered voter with one or more handicapping conditions such that the individual cannot vote using a regular DRE voting unit.
- w. **VWD Unit** – DRE voting unit that is designed to accommodate voters with disabilities by providing interactive devices that allow the voter to operate the voting unit without assistance. This unit must be capable of providing :
 - Non-visual access using a method that includes keyboard controls and audible speech; and
 - The voter with the ability to review the completed ballot before submitting his or her vote.
- x. **Voting System** - all the necessary components (hardware, software, and associated services) to fulfill the requirements within this RFP for either the DRE or Optical Scan Absentee Ballot Voting Systems.
- y. **Voting Unit** – The device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a 15 hour power failure back-up system, and any necessary controlling unit or equipment.

1.4 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

William M. Bowser, Procurement Officer
 Department of Budget and Management
 Division of Policy Analysis, Procurement Unit
 45 Calvert Street/ First Floor Room 114
 Annapolis, Maryland 21401
 Telephone #: 410-260-7683
 Fax #: 410-974-3274
 E-mail: bbowser@dbm.state.md.us

1.5 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on July 27, 2001, beginning at 10:00 a.m., 151 West Street, Suite 200, Annapolis, Maryland 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 5:00 p.m. on July 25, 2001, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call William M. Bowser at (410) 260-7683 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. SBE will make reasonable efforts to provide such special accommodation.

1.6 Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the SBE (www.elections.state.md.us) and DBM web sites (www.dbm.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and SBE responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, an annual subscription costs \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at www.emarylandmarketplace.com/about.cfm.

1.7 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferable, by e mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

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

1.8 Proposals Due (Closing) Date

An unbound original and seven (7) bound copies of each proposal (technical and financial) must be received by the Procurement Officer no later than 12 Noon (local time) August 16, 2001, in order to be considered. Enclose an electronic version of the Technical Proposal and the Financial Proposal on separate diskettes in MS Word (no earlier version than MS Word 7.0) format. The diskettes are to be labeled and packaged with the original copy of the appropriate proposal.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, August 16, 2001 at 12 Noon (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.9 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 Revisions to the RFP

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

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

1.11 Cancellations; Discussions

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

1.12 Oral Presentation

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded.

1.13 Incurred Expenses

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

1.14 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.15 Protests/Disputes

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

1.16 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting an offer for both the DRE voting system and the optical scan absentee ballot voting system is not considered a multiple proposal. However, submitting more than one type of system for either the DRE or the Optical Scan system is not acceptable.

1.17 Access to Public Records Act Notice

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

Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.18 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is required under paragraph 1.21 below.

1.19 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.20 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.21 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days notification of proposed contract award.

1.22 Minority Business Enterprises

A minority business enterprise subcontractor participation goal of 15% has been established for this solicitation. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is (410) 865-1244. The directory is also available at <http://www.mdot.state.md.us> and select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.23 Arrearages

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

1.24 Procurement Method

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.25 Contract Duration

The contract resulting from this RFP shall be for a period of approximately three (3) years and three (3) months beginning on or about October 3, 2001 and ending on December 31, 2004. The State, at its sole option, shall have the right to extend the contract term for up to three additional, successive one-year terms.

1.26 Contract Price Adjustments

A. Lowest Hardware and Software Prices Guarantee

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

B. Services Prices Adjustment

At least 90 days prior to December 31, 2004 and annually thereafter if contract options are exercised, the Contractor may submit a request to the contract monitor to adjust the contract services rates then in effect based upon a change in the index as described below.

For services components of the contract, as identified in Attachment F, the U. S. Department of Labor, Bureau of Labor Statistics (BLS), Consumer Price Index (CPI), All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, commodities Less Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1) may be used as the basis for a request to adjust services rates. However, in no event shall the price increase exceed 5% of the current contract unit price. The adjustment will be calculated, as a percent of the prior year annual index number increase. The percent is derived from the difference between the prior calendar year "Annual" index number as published in the BLS-CPI and the most current year final, not preliminary, monthly index number as published by the BLS-CPI. The difference is expressed as a percent of the prior calendar year "Annual" index number. This factor can only be used to document an increase in cost of service rates. The Contractor must submit with the request: a copy of the proposed revised price schedule showing the current contract services rates; the services rates adjustments as calculated using the BLS-CPI, All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1); and, the proposed revised contract services rates.

In the event that the BLS discontinues the use of the CPI Index, the State may consider a request from the Contractor for a price adjustment based upon the most comparable successor index to the CPI, up to, but not to exceed, 5% for any option year period.

C. Example

Consumer Price Index-All Urban Consumers Series Catalog:

Series ID : CUURA311SACL1

Not Seasonally Adjusted

Area : Washington-Baltimore, DC-MD-VA-WV

Item : Commodities less food

Base Period : DECEMBER 1997=100

Data:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
1999	99.8		99.6		101.1		100.8		102.6		102.8		101.3
2000	103.4		107.1										

Prior Year Annual Index (1999) is 101.3

Current Final Monthly Index (Mar 2000) is 107.1

Difference 5.8

5.8 divided by 101.3 = 5.7%

Since the resulting factor of 5.7% is larger than 5%, the Contractor would be allowed to submit a 5% price adjustment request to the State for that calendar year period.

1.27 Contract Type

The contract that results from this RFP shall be an indefinite quantity contract with fixed unit prices, as defined in COMAR 21.06.03.

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.29 Non-Visual Access

The offeror warrants that the information technology offered in response to this RFP (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and, (4) is available, whenever possible without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5%.

For purposes of this regulation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output.

1.30 Bid Bond

A bid bond or other suitable security as identified within COMAR 21.06.07 in the amount of \$250,000 must be submitted with the Offeror's technical proposal (See Attachment G). The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

1.31 Performance Bond

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

1.32 Surety Bond Assistance Program

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

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

SECTION 2. OFFEROR MINIMUM REQUIREMENTS

Offerors must clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the proposed voting system(s) satisfies the following minimum requirements. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found..

2.1 Federal Election Commission Standards

All equipment and software proposed must comply with the Federal Election Commission's voting system standards regarding DRE and optical scan equipment.

2.2 Independent Testing Authority

All equipment and software proposed must be qualified by an independent testing authority (ITA). The ITA must be approved by the National Association of State Election Directors (NASSED). A copy of the qualification certificate issues by the NASSED approved ITA must be included in the Executive Summary, along with signed authorization directing the ITA that performed the qualification testing to:

- a. Submit the results of its testing directly to the procurement officer;
- b. Allow the procurement officer or designee full access to all test records and data.

SECTION 3 - SCOPE OF WORK

3.1 Background

As a consequence of the national debate over election outcomes, Governor Parris N. Glendening issued Executive Order 01.01.2000.25 on December 4, 2000 (in advance of the final outcome of the 2000 presidential election) establishing a Special Committee to review Maryland's voting systems and election procedures. In February 2001, the Special Committee issued its report and recommendations to the Governor. In its recommendations, the Special Committee stated a preference for a Direct Recording Electronic voting system for polling place use and an optical scan voting system for absentee ballots. During Maryland's regular 2001 legislative session, the Maryland Legislature, in considering recent election events and the recommendations of the Special Committee, passed HB 1457 and on May 15, 2001 the Governor signed that bill into law. The law requires the State Board of Elections (SBE), in consultation with the local boards of elections, to select and certify a polling place voting system and an absentee ballot voting system to be used in all counties and in Baltimore City.

The law also required that any jurisdiction that used a punch card or lever style polling place voting system had to convert to a new, approved voting system by the September 2002 primary election. Allegany, Dorchester, Montgomery, and Prince George's Counties are the only local jurisdictions in Maryland that currently use a punch card or lever style polling place voting system. Accordingly, these four counties will be the first jurisdictions in Maryland to implement what will be a statewide voting system.

In response to the passage of HB 1457 and its signature into law, the SBE selected and authorized the acquisition of a direct recording electronic (DRE) voting system for all polling places in Maryland and the acquisition of an optical scan absentee ballot voting system to be used by all jurisdictions within the State of Maryland. In addition, the Board expressed its preference for DRE equipment that provides non-visual access using a method that includes keyboard controls, audible speech and the ability to review the voted ballot.

The purpose of this RFP is to commence the conversion of all Maryland jurisdictions to these new, statewide standards by obtaining a DRE system and ABS in Allegany, Dorchester, Montgomery, and Prince George's Counties by the time frames listed in RFP section 3.2,below.

3.2 Delivery Requirements

The Contractor is to deliver systems equipment, hardware, software, and necessary components and perform required services to implement the required new voting systems in the four jurisdictions named in this RFP by the dates listed in RFP section 3.2.1. For certain jurisdictions, or polling places within jurisdictions, as directed by the using entity point of contact (local election director), there may be time of day, or day of the week, requirements or restrictions. As stated in RFP section 1.2.n, these requirements or restrictions will be noted in the purchase order from SBE that requests each job activity.

The quantities of required items are specifically subject to change due to redistricting and registration changes. Furthermore, because of redistricting, registration changes, a decrease in the ratio of voting units to registered voters, the need to replace non-operative units for reasons that are not the responsibility of the Contractor (not covered under warranty or maintenance), or for any other reason, a jurisdiction may request more DRE units than the number specified in RFP section 3.2.2, below.

3.2.1 Delivery Timeframe Requirements for the 2002 elections

1. Provide sufficient and appropriate personnel at the pre-election meeting of Maryland local election officials on 10/14/2001 to display and demonstrate voting system equipment and software, make an instructional presentation, and answer questions concerning any equipment, software, or services to be provided under the contract to result from this RFP. Details of the personnel representation, number and type of voting system equipment to provide, and the format and content of the presentation shall be submitted to the Contract Monitor by 10/10/2001 for approval of adequacy and appropriateness.
2. By 11/30/2001 provide to SBE:
 - Regulatory data necessary for SBE to issue regulations
 - User manuals and technical documentation
3. By 12/31/2001 develop training programs and implementation plans as per COMAR .33.09.06-.04 for:
 - Election officials
 - Election judges
 - Outreach to be conducted by local election boards
 - A broad-based public education program
4. In January 2002, deliver the number of each type of DRE voting units listed as follows to the storage locations within Maryland established by the Contractor in conformance with RFP section 3.3.13 to serve these four counties. The specific number of each type of DRE units to deliver for each county is:

Allegany County	18 standard DRE and 4 VWD DRE units
Dorchester County	5 standard DRE and 4 VWD DRE units
Montgomery County	220 standard DRE and 25 VWD DRE units
Prince George's County	170 standard DRE and 22 VWD DRE units
5. In January 2002 deliver to the storage locations within Maryland established by the Contractor in conformance with RFP section 3.3.13 to serve these four counties all election management and absentee ballot voting equipment and software necessary to effectively and properly operate all equipment and systems in these four counties.
6. Comprehensive training of elections directors and staff from these four jurisdictions shall be conducted in at least 3 geographically dispersed locations, as follows, during February 2002:
 - 1 training session in Allegany County
 - 1 training session in Dorchester County
 - 1 training session in either Montgomery or Prince George's County to serve both counties
(See RFP section 3.3.10.1 for these training requirements.)
7. During March 2002 assist the local election director in these four jurisdictions in conducting initial training for Chief Election Judges for their jurisdictions.
(See RFP section 3.3.10.2 for these training requirements.)

8. Beginning in March 2002 and continuing through the general election, conduct a broad-based public education campaign for the citizens of these four jurisdictions. (See RFP section 3.3.10.3 for these training requirements.)
9. The remainder of the number of DRE voting units of each type as listed in RFP section 3.2.2. shall be delivered to the storage locations within Maryland established by the Contractor in conformance with RFP section 3.3.13 to serve these four counties in April 2002.
10. During the two months immediately before the Primary Election, assist the local election director in these four jurisdictions in conducting comprehensive training for Election Judges for their jurisdictions. (See RFP section 3.3.10.2 for these training requirements.)
11. Beginning after delivery of the remaining equipment specified in section 3.2.1.9, above, and completed two weeks before the Primary Election, assist local boards in these four jurisdictions in programming the voting units and conducting pre-election set-up and testing for the Primary Election.
12. Six weeks before the Primary Election, deliver printed ballots and envelopes for Absentee and Provisional Voting.
13. During the ten days before the Primary Election, deliver equipment from the Contractor's storage locations to polling places.
14. On the Primary Election day and the following day, if necessary, provide on-site Primary Election support as detailed in RFP section 3.3.12.
15. During the five days immediately following the Primary Election, assist local boards canvass absentee and provisional ballots and create post election reports.
16. Following the Primary Election and through 10 days before the General Election return equipment to storage locations and assist local boards with post election testing and then pre-election set-up and testing for the General Election.
17. Five weeks before the General Election, deliver printed ballots and envelopes for Absentee and Provisional voting.
18. During the ten days before the General Election, deliver equipment from the storage locations to the polling places for the General Election.
19. On the General Election day and the following day, if necessary, provide on-site General Election support as detailed in RFP section 3.3.12.
20. During the five days immediately following the General Election, assist local boards canvass absentee and provisional ballots and create post election reports.
21. During the 30 days following the General Election return equipment to storage locations and assist local boards with post election testing.

3.2.2. Jurisdiction Unit Quantity Requirements

At least 4,678 DRE voting units and 4 optical scan absentee ballot voting systems (ABS) must be provided by the dates outlined in RFP section 3.2.1 above, to conduct the 2002 primary and general elections in these 4 jurisdictions: (See Price Proposal Form 2 for additional quantity details) As appropriate, either a high volume or a low volume (see RFP section 4.4.2.k for an explanation of these volume levels) optical scan absentee ballot voting system (ABS) must be provided for each of these 4 jurisdictions by the timeframe provided in RFP section 3.2.1., above. The numbers of DRE voting units and volume of ABS to be provided for each of these jurisdictions are as follows:

County	Standard DRE Units	VWD DRE Units	Total Units	Precincts requiring support equipment	Absentee Ballot Unit
Allegany	181	40	221	36	1 low volume
Dorchester	49	40	89	36	1 low volume
Montgomery	2,206	250	2,456	227	1 high volume
Prince George's	1,693	219	1,912	199	1 high volume

3.3 System Requirements, Performance and Capabilities

Both the DRE and ABS systems must meet the following requirements, unless otherwise indicated:

3.3.1 Accuracy

3.3.1.1 Both DRE and ABS systems should:

1. Produce a record of each vote;
2. Report all votes cast with 100% accuracy;
3. Control logic and data processing methods to detect errors and provide correction method
4. Provide for the storage and tabulation of write-in votes;
5. Permit diagnostic testing of all the major components within each unit
6. Provide printout results containing candidates and/or issues in an alpha-numeric format next to the vote totals;
7. Provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day; including zero printouts before each election;
8. Permit recounts and contested elections to be conducted pursuant to Election Code Article 33 of the Annotated Code of Maryland and Code of Maryland Regulations Title 33, Subtitle 12;
9. In the event of the failure of a unit, retain a record of all votes cast prior to the failure.

3.3.1.2 The DRE system should:

1. Alert voter to under votes and prohibit over vote before final vote is cast;
2. Address provisional ballots and the maintenance of those ballots;
3. Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style;
4. Provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location, on either the same ballot style or a different ballot style;

3.3.2 Audit and Security (for both DRE and ABS systems unless otherwise noted)

1. Provide for a detailed print record of each ballot image cast; (DRE only)
2. Maintain ballots by each ballot style, independent from the main processing system;
3. Provide that each voter's ballot is secret and the voter cannot be identified by image or code or other methods;
4. Provide for summary reports of votes cast on each voting device by extracting information from a memory device or a data storage device;
5. Provide printed records regarding the opening and closing of the polls and include the following:
 - a. Identification of election; including opening and closing date and times,
 - b. Identification of each unit;
 - c. Identification of ballot format;
 - d. Identification of candidate and/or issue, verifying zero start;
 - e. Identification of all ballot fields and all special voting options;
 - f. Summary report of votes cast for each device, or ability to extract same;
 - g. Prevent printing of summary reports before the sequence of events required for closing of the polls are completed;
 - h. Poll opening reports should have all system audit information required;
 - i. No data should be lost during generation of reports including results, images and inaccurate vote counts;
 - j. Integrity and security of data maintained according to time frame for federal, state and local elections.
 - k. Prevent unauthorized functions in an improper sequence;
 - l. Include security provisions compatible with administrative set up and operational use;
 - m. Require pre-election testing of logic and accuracy;
 - n. Require logic and accuracy results be stored in memory of main unit processor and Election Day device;
 - o. Provide for programmable memory device to be sealed in unit with means of tamper detection;
 - p. Allow for extraction of data from memory devices to a central host;
6. Provide for security procedures system-wide, from turn on to turn off;
7. Prevent tampering or destruction of information through the introduction of a magnetic device or system;
8. Provide for safeguards against tampering, theft or damage;
9. Ensure that test data has been purged from the system.

3.3.3 Integration with State System

1. The voting system election management component must be able to receive data electronically from SBE in an agreed upon format that contains, at a minimum, the following data:
 - Full candidate name
 - Candidate sequence
 - County of residence where applicable or, for president and vice president, the city and state
 - Text of ballot questions and voting option language
 - Name of authorizing presidential candidate for a Presidential Primary Delegate
 - Office name
 - Number to vote for each office
 - Party affiliation
 - Ballot style indicator
 - Number of registered voters at the precinct
2. The voting system election management component must also be capable of returning data electronically to SBE in an agreed upon format that contains the following information:
 - Candidate Name
 - Office
 - Number of votes for (including ballot questions)
 - Number of votes against (where applicable) (including ballot questions)
 - Number of people voting (by party affiliation if applicable)
 - Number of registered voters at the precinct level –by party affiliation

3.3.4 Back-Up System

The back-up system must:

1. Power all components, including illumination, audible and disabled voter tools for at least 15 hours of normal use beginning from poll opening to poll closing;
2. Remain in operation during power surge or other abnormal electrical occurrences;
3. Engage immediately with no loss of data in the event of disruption of electrical connection;
4. Provide documentation on the backup system and its maintenance while not in use for elections.

3.3.5 Speed of System

1. Permit voters to cast ballots as quickly as possible without any loss of degree of accuracy;
2. Provide instructions for voter awareness of the voting unit's method of operation;
3. Provide for an accurate and immediate transfer of data, if requested, to permit the dissemination of election results to the media and candidates in an expeditious manner following the closing of polling places.

3.3.6 Absentee Voting (If Proposed)

1. Provide a means of electronically integrating absentee voting results with DRE Voting System;
2. Allow for the tabulation of voted absentee ballots that are returned after Election Day in accordance with the provisions of the Election Code.
3. Ballots used for absentee and provisional voting must be supplied by the Contractor, including cardstock and printing. The layout of all ballots will be provided by SBE. The Contractor is responsible for training the printer. The Contractor shall also provide printed envelopes and instructions.
4. Ballots must be provided in accordance with the schedule set by the State Board of Elections.

3.3.7 Election Reporting Requirements

1. Provide a cumulative, canvass and precinct report of absentee voting, provisional ballot voting, and election day voting as one total;
2. Provide a cumulative, canvass and precinct report of absentee voting and provisional ballot voting as one total;
3. Provide a cumulative, canvass and precinct report of Election Day as one total;
4. Provide for unofficial and official reports in any variety including absentee and provisional voting, Election Day and total vote;
5. Provide the ability to custom design an election report to include the following information in total or in part:
 - a. Name of election;
 - b. Political subdivision and party involved - separate reports should be available for each subdivision and party
 - c. Date of election;
 - d. Type of report;

- e. Total number of registered voters in each political subdivision and total number of registered voters in each race, and, where applicable, a breakdown by party;
 - f. Total number of registered voters in each voting precinct, including a sub-listing when the precinct is split;
 - g. Formatting of election results by capturing election data embedded in the database and producing specialized reports, i.e. a report of votes by legislative district or congressional district.
6. Provide, for election night reporting, a listing of precincts reporting and a listing of precincts not reporting;
 7. Provide for the operator of the reporting system to change the appearance of the report by reformatting the data;
 8. Provide for the removal of an already counted precinct and a re-counting of that same precinct in the event of errors in transmission;
 9. Provide individualized sample ballot information for storage on the local board's website and for reproduction and distribution;
 10. Provide for the automatic transmission of election results through whatever medium chosen by the State, whether it be via the Internet, telephone lines, electronic data, and the like;
 11. Provide for the storage of election results in any version of software required, i.e. Access, Excel, Adobe, ASCII;
 12. Provide for election results to be produced in such a manner as to allow for easy copying for paper distribution upon request.

3.3.8 Voter Comfort

1. Font size should be adjustable for ease of sight (DRE only);
2. Ballot should be easy to read, follow a logical progression, and be appealing to the voter's eye
3. Ballot should include minimal easy to follow on-screen instructions for use by the voter and additional instructions posted in the voting booth (DRE only);
4. Voter should be prompted when not using the device correctly (DRE only);
5. Device should be capable of supporting multiple languages; (DRE only)
6. Voter should be aware by clear means of ballot choice;
7. Voter should be allowed to change selection until the voter is satisfied with choice;
8. Voter should be allowed to review all ballot choices before casting the ballot
9. Voting booth must be designed so as to provide privacy for the voter while voting and must be well lit, equipped with a fixed surface of writing height on which to vote and accommodate elderly, disabled or other voters with special needs (DRE only),
10. Demonstration materials shall be provided at each polling places to inform voters on how to use the voting equipment prior to actually voting.

3.3.8.1 Disabled Voter Comfort

1. All DRE voting units should be adaptable for disabled voters, from a restructuring of the voting unit or booth to the removal of the device for transporting to a non-ambulatory voter in an automobile.
2. The VWD Unit must be capable of providing:
 - Non-visual access using a method that includes keyboard controls and audible speech; and
 - The voter with the ability to review the completed ballot before submitting his or her vote.

3.3.9 Comfort Requirements for Election Judges and Local Board Directors and Staff

3.3.9.1 Comfort Requirements for Election Judges and Local Board Directors and Staff for Both DRE and Absentee Ballot Systems

1. Voting device should be a weight that is easily managed by all election workers;
2. Devices should be able to be transported, without damage to internal circuitry, by a trucking company;
3. Devices should be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use;
4. Devices should be "tamper-proof" while in a storage configuration either in the warehouse or the polling location.

3.3.9.2 Comfort Requirements for Election Judges and Local Board Directors and Staff for DRE System

1. Devices should be of such size as to be able to move through doorways into various size polling places for storage in a particular location within the polling place prior to Election Day use;
2. Devices should allow for an Election Judge to assist a voter in activation, either through remote help or direct access to the voting unit;
3. Election Judges should have a method of immediate detection if a voting unit is not operating properly;
4. The programmable memory device should be easy for Election Judges to operate after the closing of the polls.

3.3.10 Training and Voter Education

The Contractor must provide:

1. Extensive training programs on all phases of the Voting System(s). Such training shall be sufficient that State and Local Board personnel shall be able to operate the system without continuous support by the contractor. The training should address but may not be limited to, the following topics:
 - a. Programming of units;
 - b. Preparation of each individual unit;
 - c. Preparation of polling place to accept voting devices;
 - d. Electronic transmission of election results;
 - e. Tabulation of results;
 - f. Equipment and software used at the central counting station;
 - g. Methods of ensuring the accuracy of precinct results;
 - h. Full understanding of the audit procedures;
 - i. Conduct of a recount;
 - j. Conduct of a contested election;
 - k. Records preservation requirements;
 - l. Printing, designing and reformatting election reports;
 - m. Troubleshooting to solve temporary problems;
 - n. Safeguards to prevent tampering or theft;
 - o. Hot points for system errors.

2. A detailed training program for Election judges, which shall include:
 - a. Setting up and testing the voting equipment;
 - b. Operation of the voting device from start to finish;
 - c. Processing of voters, from the regular voter, to the provisional voter;
 - d. Troubleshooting methods to quickly identify and resolve any problems;
 - e. The opening and closing of polling locations on Election Day;
 - f. Modem transmission of election results;
 - g. Printing of zero counts before the polls open;
 - h. Assisting voters who require help while in the voting process;
 - i. Immediate determination of device problems;
 - j. Using the battery back up during electrical failure;
 - k. Taking a malfunctioning piece of equipment out of service;
 - l. Closing the polls and producing results in any of the methods available for that particular device.

3. The design of a broad-based voter education program and must then implement that program. The education program must be conducted during a period beginning six months prior to the first election in any jurisdiction using a new voting system and running through the time of this first election. If this first election is a primary election and a general election will occur within 2 months thereafter, this education program shall continue through the time of the general election. Education may be addressed through such means as: flyers, videos, visual displays, website sources, public service and paid commercial announcements through the media and other such methods proven as reliable in informing and educating voters on the proper operation of the new equipment.

The Contractor shall specifically provide a master copy of at least two, professionally produced radio announcements, one of 30 seconds duration and one of 60 seconds duration, and at least one 30 second television announcement concerning the transition to the new system. The Contractor shall also provide, at no additional cost, such quantities of printed materials (pamphlets, brochures, flyers, posters, etc. as is reasonably sufficient to properly educate the general public about the new system in jurisdictions that are converting to the new system.

All materials provided by the Contractor shall be shipped or provided to SBE or to other location(s) within Maryland as SBE may direct.

4. Training materials for use by election personnel when conducting educational outreach programs with civic associations, labor unions and other such entities.

5. Assistance with pre-election training of Election Judges shall be performed throughout the term of the contract.

3.3.11 Warranty, Support and System Documentation

The Contractor shall provide:

1. A minimum of a 3 year warranty for each piece of equipment, regardless of whether this 3 year period for any piece of equipment and software shall extend beyond the term of this contract as described in RFP section 1.24.
2. Documentation of acceptance testing for each unit delivered.
3. During the term of the contract all hardware and software patches to repair defects in the product, at no charge to the using entity or State.
4. One complete set of user and technical documentation for all hardware and components required to operate each system for each local board of election, in both printed and in an electronic format.
5. Well trained support personnel, conversant in the English language, for all activities that are the contractor's responsibility.
6. For the DRE system, professionally created and produced audio ballots in English that will meet the reasonable needs of visually impaired voters. The Contractor must further provide such audio ballots, at no additional cost, in Spanish and up to 9 other languages of SBE's choosing, if SBE determines at any time during the term of the contract that there is a need for audio ballots in such other languages. The most likely languages that SBE may require in the future for audio ballots are:
 - Cantonese
 - Creole (Haitian)
 - Farsi
 - French
 - Korean
 - Mandarin
 - Polish
 - Russian
 - Vietnamese

3.3.12 Election Administration Support

1. The DRE Contractor shall provide:
 - a. An overall contract administrator who will serve as the principal point of contact for the Contractor with SBE.
 - b. Each using entity with a well trained, competent, contract liaison who will provide on-site technical support to the using entity throughout all phases of each election cycle, including at least the following:
 - Pre-election programming and ballot set-up
 - Pre-election logic and accuracy testing
 - Election day support during the full hours of operation
 - Canvassing of provisional ballots, and
 - Post election testing and reporting
 - c. Each using entity with at least one service technician. For each using entity with more than 40 precincts, additional service technicians must be provided as listed in Column M on the Attachment F, DRE Price Proposal Form. As noted in Column M on the Attachment F, DRE Price Proposal Form, 2 of the 4 jurisdictions will require more than one service technician, and the maximum number of service technicians for any jurisdiction is 7.
 - d. Service technicians who are well trained, and capable of replacing malfunctioning equipment in the polling places. Each technician that will be performing troubleshooting in polling places must have reliable, dedicated transportation that will allow the technician to promptly respond to a polling place voting system problem situation, and that can simultaneously accommodate several voting units. As a primary function, these technicians shall transport spare voting units for possible replacement of polling place voting units that are not working properly, and shall pick-up and return units which are not promptly returned to service for future repair or replacement. Each technician shall further maintain a reasonable supply of spare parts and components necessary to replace a malfunctioning voting unit or return it to service. Technicians must also have cellular telephones or other means of real time communication so that they may be dispatched to polling locations that are experiencing system problems.
2. The ABS Contractor shall provide:
 - a. An overall contract administrator who will serve as the principal point of contact for the Contractor with SBE.
 - b. Each using entity with a well trained, competent contract liaison who will provide on-site technical support to the using entity throughout all phases of each election cycle, including at least the following:
 - Pre-election programming and ballot set-up
 - Pre-election logic and accuracy testing
 - Canvassing of absentee ballots, and
 - Post election testing and reporting

- c. At least one voting system technician during the days when absentee ballots are canvassed. This technician shall be well trained, competent, fully conversant in the English language, and capable of troubleshooting system problems or replacing malfunctioning equipment in the using entities.

3.3.13 Storage, Transportation, and Insurance

3.3.13.1 Storage

1. The Contractor must for the full duration of the contract provide secure storage of all equipment when not in use. Any storage location must be secure so as to reasonably prevent unauthorized personnel from gaining access to the stored equipment.
2. Storage of ABS Units. At the ABS Contractor's option, ABS units may be stored at one or more locations
3. DRE Units. Secure storage for DRE Units may be provided at:
 - 3 regional storage sites, one in each of Allegany and Dorchester Counties, and one in either Montgomery or Prince George's County to serve both counties; or
 - A storage location in each of the four jurisdictions.
4. DRE storage facilities must be accessible to State or local elections officials, as needed, without the need for personnel or a representative of the Contractor being present. Any storage location must be sufficiently sized to permit the uncluttered storage of the number of pieces of equipment as listed in RFP section 3.2.2, plus all associated components to operate a voting system, plus a 20% growth factor for this equipment and components. All locations must also have a sufficiently sized and configured working area in terms of electrical outlets, work surfaces, adequate lighting, etc. to efficiently permit the testing and certification of each piece of equipment immediately prior to being secured and shipped to polling or local election headquarter locations.
5. If regional storage sites are provided, the sites must include separate, secure internal storage areas for each jurisdiction within the region that uses the Contractor's equipment. Each site must be configured so that officials of any jurisdiction have access as needed to their own equipment but do not reasonably have access to equipment to be used by any other jurisdiction. There must also be sufficient working space, as described in the paragraph above, so that more than one jurisdiction can simultaneously perform testing and certification of its respective equipment.

3.3.13.2 Transportation (ABS and DRE)

The Contractor must provide secure transportation of all voting system equipment and components, voting booths, supplies, etc. to and from polling places or local election headquarters, as appropriate. The transportation of equipment, components, voting booths, supplies, etc. to and from polling places or local elections headquarters shall be performed in a workman like manner, in accordance with the delivery schedules listed in RFP section 3.2.1, and at the times specified by each using entity.

3.3.13.3 Insurance

1. The Contractor shall maintain property and casualty insurance with minimum limits sufficient to replace, at the then current value, State of Maryland and using entity voting equipment, components, software, etc. which is destroyed, damaged, lost, or stolen while in the custody of the Contractor, its agents, servants, employees, or subcontractors.
2. The contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that State or local jurisdiction officials or employees, or their agents, servants, guests or subcontractors are reasonably covered in the event of injury or death.
3. The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage, and certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities. All insurance policies must be with a company licensed to do business in Maryland.

3.3.14 Post-Warranty Maintenance of Equipment

1. Following the 4 year warranty period for each piece of equipment provided under the contract, the Contractor shall continue to maintain such equipment in proper operating condition for the full duration of the contract, including option periods, if exercised. The Contractor is to maintain a current inventory of all equipment

provided under this contract which contains the date of delivery of the equipment to the State so that it can be readily ascertained whether any piece of equipment is currently within the 4 year warranty period or is covered under the after warranty maintenance. This inventory record must be integrated with the Contractor's testing and acceptance plan. (see RFP section 3.3.16, below). Except for circumstances of abuse, malicious action or gross negligence by State or using entity officials or employees, or their agents, servants, guests or subcontractors, or acts of God, the Contractor shall repair or replace such equipment so that they fully and properly perform as required under the contract. The only charge for such maintenance shall be the per voting unit maintenance charge bid by the Contractor in the appropriate section of Attachment F to this RFP (Financial Proposal Form).

2. The replacement of parts or components can be with entirely new parts or components , or with refurbished parts or components such that the equipment will function like new. Similarly, the Contractor can replace a malfunctioning unit with the same or similar unit, including an upgraded or more current version of that unit, provided that such upgraded or current version has been certified by SBE for usage in Maryland. For the purposes of this contract section, "replacement" shall mean replacement from the Contractor's stock and not from the stock of SBE or using entities. In instances when a temporary replacement has been made from SBE or using entity stock, the Contractor shall perform repairs on the improperly functioning equipment or make replacement from its stock within 4 weeks from the date of the temporary replacement.
3. All maintenance is to be performed within reasonable timeframes from notification to the Contractor of a problem. In instances where the Contractor learns of problem situations that are likely to negatively effect a significant portion of the equipment provided under this contract, the Contractor shall prospectively make appropriate repairs, adjustments or replacements to all such equipment to forestall the problem occurrence. When a piece of equipment does not operate properly during pre-election programming and ballot set-up, pre-election logic and accuracy testing, or during post election canvassing, testing and reporting, the equipment shall be repaired or replaced within 4 working hours of notification of the problem. When a piece of equipment ceases to operate properly on an election day and is not repaired or replaced at that time, the equipment shall be returned to proper operating condition or replaced within 4 weeks from the date of the election.

3.3.15 Testing and Acceptance Plan

As per COMAR 33.09.05.12, (see Attachment I) the Contractor must have an SBE approved Testing and Acceptance Plan. Initially, this Plan will be as proposed by the Contractor in its final technical proposal in response to this RFP. Thereafter, the Plan must be revised as is appropriate to maintain conformance with COMAR 33.09.05.12.

3.3.16 Requirements of Modifications

The Contractor shall:

1. Make systems modifications that are necessary to comply with the updates or changes to the Federal Elections Commission's Voting Systems Standards;
2. If modifications are made, submit the system to the NASED approved ITA for re-qualification testing; and
3. If necessary, obtain re-certification by SBE.

3.4 Reporting and Complaint Resolution

1. The Contractor shall inform the SBE Contract Monitor on a per occurrence basis of any hardware or software system error occurring in any jurisdiction outside of Maryland in which the voting system is being used. All errors should be fully analyzed as to their cause and remedy.
2. The contractor shall ensure continuous and immediate access to its contract administrator for the purpose of receiving complaints from the using entities. Such access shall be by the manner described in the Contractor's proposal or as may subsequently be agreed to by SBE.
3. The Contractor must develop a complaint resolution tracking form that will be submitted for the Contract Monitor's approval within 20 working days after the SBE has signed and returned the contract to the contractor.
4. The Contractor must provide a weekly summary complaint report to the Contract Monitor. The summary report must include:
 - a. The name of the person issuing the complaint;
 - b. The using entity represented by the person;
 - c. Complaint type;
 - d. Complaint Resolution;
 - e. Complaints Unresolved; and
 - f. Other information specified by SBE.

5. The Contractor shall provide a monthly status report to the contract monitor on complaint resolution implementation progress.

Section 4 – Proposal Format

4.1 Two Part Submission

For each voting system, DRE Voting System and Optical Scan Absentee Ballot Voting System, the Offeror must prepare separate proposals. Each proposal must be submitted in TWO SEPARATE VOLUMES:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

4.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An original, so identified, and seven (7) copies of each volume are to be submitted.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), the voting system(s) addressed in the proposal - DRE Voting System, Optical Scan Absentee Ballot Voting System or both - and the closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes must be consecutively numbered from beginning to end.

4.4 Volume I – Technical Proposal

4.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Any addenda to the RFP received by an offeror should also be acknowledged in this Transmittal letter.

4.4.2 Format of Technical Proposal

Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and must bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, and seven (7) copies shall be provided.

The technical proposal shall include:

- a. Title page
- b. Table of Contents
- c. Declaration of Confidential Sections (if any)
- d. Executive Summary. In the first section of this summary, the Offeror shall condense and highlight the contents of the Technical Proposal. In the second section and as required in RFP section 2, the Offeror must specifically state how it satisfies the minimum requirements listed in RFP section 2. In the third section, the Offeror shall include a statement of guarantee that it will constantly afford the State the lowest price for equipment and software that it charges to any non-Federal customer (see 1.25. A). In the fourth section any and all exceptions the Offeror has taken to the requirements of this RFP, contract (Attachment A.), or other attachments.

WARNING: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or not reasonably susceptible of being selected for award.

- e. Offerors may propose a Direct Recording Electronic Voting System for polling places or an Optical Scan Absentee Ballot Voting System or both. Each offer will be evaluated separately.
- f. Offerors must propose and discuss in detail how their solution to the DRE Voting System in the polling place or the Optical Scan Absentee Ballot Voting System elements meets the requirements of Section 3.3

- g. Offerors must answer the questions contained in RFP section 4.4.6, below.
- h. All equipment and software proposed must be capable of being certified in accordance with Maryland regulation as outlined in COMAR 33.09. (See Attachment I). As part of its demonstration that its equipment and software is capable of being certified, the offeror must provide the information required for the “Technical Data Package” as outlined under COMAR 33.09.03.05 (see Attachment I). Note: requirement #5A (software source code) of the “Technical Data Package” will be satisfied by providing the software source code escrow agreement described in RFP section 4.6. Offerors must thus describe how they believe their offered system (hardware and software) will satisfy this requirement.
- i. The proposal must include all necessary equipment, software, services, and support to any using entity as designated by SBE. All initial equipment ordered shall be newly manufactured, not reconditioned or refurbished in anyway. The proposal must include microcomputers and printers with associated hardware, hardware connector cables, cabling, operating system software, software applications, training, and technical support that will provide for a fully functioning voting system for the using entity. The proposal must include an election management system capable of communicating with the State's election management system.
- j. The proposed voting system must include the Offeror's plan for continuous hardware and software upgrades, as available to the proposed voting system. There should also be an analysis of projected future technological and other elections related issues and a discussion of the adaptability of the Offerors proposed equipment and software.
- k. Optical Scan Absentee Ballot Voting Systems must be proposed so as to provide a total of 4 systems, one optical scan unit for each of Allegany, Dorchester, Montgomery, and Prince George’s Counties.
- l. Offerors proposing an Optical Scan Absentee Ballot Voting System may propose a single volume system for all jurisdictions or may propose 2 or more systems of varying volumes, as long as each system provides the essential core functions of such a system. If multiple volume systems are proposed, they shall be delineated as follows:
 - If 2 systems of varying volumes are proposed, they shall be designated as “low volume” and “high volume” systems.
 - The “low volume” shall be used in jurisdictions where the number of absentee ballots is not expected to exceed 2,000.
 - The “high volume” shall be used in jurisdictions where the number of absentee ballots is expected to exceed 2,000.

Both RFP section 3.2.2 and the Cost Forms in Attachment F refer to low volume and high volume ABS. These references shall not be construed to preclude an offeror from proposing only a single volume ABS.

- m. Offerors must propose their plan for: 1). securing the system during periods of non-use as per the storage requirements of RFP section 3.3.13.1; 2). providing secure, reliable, and timely transportation services as per the requirements of RFP section 3.3.13.2; 3). pre-election set-up and post-election removal from each polling place; 4). testing and acceptance of voting system equipment as per RFP section 3.3.15 and tracking of which equipment is under warranty versus equipment covered by post warranty maintenance.
- n. The plan to track future prices charged to other non-Federal customers of the Offeror so as to assure that, as required by RFP section 1.25. A, the State will pay no more for equipment or software in the future than the lowest price paid to these other customers.
- o. The Offeror must provide a statement of the life expectancy of each piece of hardware and software beyond the 7 years and 3 months potential contract term;
- p. The Offeror must describe the capability of its system interfacing with the SBE Election Management System.
- q. The Offeror must describe its personnel capabilities. It must address the number and qualifications of personnel that will provide the overall contract management, training, technical support, and any other major activity. Resumes must be provided of key personnel. Key personnel are those with overall responsibility for :
 - Contract management
 - Technical training
 - Voter education
 - Technical support

4.4.3 OFFEROR EXPERIENCE AND CAPABILITIES

Offerors shall include information on past experience with similar projects and pertinent corporate resources that shall include the following:

- 1. An overview of its experience rendering services similar to those included in this RFP. This description shall include:
 - A summary of the services offered,
 - The number of years the Offeror has provided these services,
 - The number of clients and geographic locations the Offeror currently serves, etc.,

- If the Offeror does not have direct experience the offeror must document its ability to fulfill the requirements of this RFP through the use of a subcontractor(s).
 - Experience must include documenting actual elections and include the size and magnitude of those elections. Test elections do not meet the intent of this section.
2. An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up, roles.
 3. References from its customers who are capable of documenting:
 - a. The Offeror's ability to manage projects of comparable size and complexity.
 - b. The quality and breadth of services provided by the Offeror.
 - c. Each client reference to include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided (including the exact type of equipment), scope of the contract, geographic area being supported, size of jurisdiction by number of registered voters and number of polling places, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).
 - If the Offeror is no longer serving this client, provide an explanation as to why the Offeror is not providing those services to the client organization.
 4. Answers to These Offeror Capability Questions for the specific system being proposed:
 - a. How many voting systems has your company produced in the last year?
 - b. How many voting systems has your company sold in the last year?
 - c. How many voting systems do you have in inventory?
 - d. Describe availability of spare parts for maintenance and repair of any system you provide.
 - e. Where is the Offeror headquartered and how many full-time employees the Offeror maintains and/or part-time employees they make available during peak election periods?
 - f. Does the Offeror selling the voting system also manufacture this voting system? If no, explain what vendor manufactures the voting system and in what state the manufacturer is located.
 - g. What arrangements does the Offeror selling the voting system have with the manufacturer to guarantee that orders will continue to be filled in the future, and that the manufacturer of this voting system will continue to stay in business?
 - h. How many upgrades or new versions for either the hardware or software of this voting system have there been since receiving ITA certification?
 - i. Has the Offeror received ITA certification for any of these upgrades or new versions of either the voting system hardware or software?

4.4.4 Financial Capabilities and Insurance

The Offeror shall include the following:

- a. Evidence of financial capacity to provide the services.
- b. Financial Statements. Provide copies of the last two (2) year end financial statements (independently audited preferred).
- c. Provide an independent analysis of those financial statements/reports.
- d. Line of credit/Dunn & Bradstreet rating.
- e. Evidence of sufficient current insurance levels to meet the requirements of RFP section 3.13.3 or evidence of the ability to obtain such levels within 5 working days of notice of the proposed contract award. There must also be an analysis of why the Offeror believes its proposed levels of insurance are adequate

4.4.5 Legal or De-Certification Actions Summary

The Offeror shall include the following:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror, and a brief description of any such action.
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
- c. Whether the Offeror or the manufacturer of the voting system has had a federal, state or local court of law rule against the Offeror or manufacturer in a court case involving the use of any of its voting system within the past 5 years? If yes, please provide the specific dates and court locations of such judgments and what the final ruling or determination was from the court.
- d. In instances where litigation is ongoing and the Offeror or manufacturer has been directed not to disclose information by the court, provide the name of the judge and location of the court.

- e. Whether any of the Offeror's system, equipment, or software has been decertified by any jurisdiction.

4.4.6 Answer These Questions About Your Voting System

1. Identify each item of equipment, software and service you are proposing including model number, version and revision number of the software.
2. Are the model and version identical to the model and version that were tested by the ITA?
3. Describe the particulars of your DRE Voting Device:
 - a. Definition of screen sizes;
 - b. Definition of font sizes;
 - c. Definition of color options;
 - d. Weight of each individual device;
 - e. Weight of accompanying hardware;
 - f. Booth availability;
 - g. Ability of system to accommodate other languages;
 - h. Are devices independent or interconnected;
 - i. Describe the user interface with the system (i.e. touch-screen, wheel activated, etc)
 - j. List any other features that distinguish your unit.
4. Describe how your system complies with the requirements of the Americans with Disabilities Act. In particular, for your VWD Unit describe the:
 - a. Method for non-visual access
 - b. Methods to accommodate voters with disabilities relating to hearing, cognitive abilities, physical mobility and fine motor skills.
5. Describe the particulars of your Optical Scan Absentee Voting Device:
 - a. Size of paper ballot available;
 - b. Font sizes available;
 - c. Colors available;
 - d. Columns available;
 - e. Whether the contests are listed on the ballot or on a separate document;
 - f. Marking devices that can be used;
 - g. Counting and correcting process for reading ballots;
 - h. Over vote and under vote procedures;
 - i. Speed of count;
 - j. Quality and weight of paper that can be used;
 - k. List any other particulars that distinguish your unit.
6. How are write-in votes handled on each Voting System?
7. How are provisional ballots handled?
8. Describe in detail the method for handling recounts on each Voting System. Electronic recount? Manual recount? Can each voter's ballot image be reproduced as is? If so, does voter anonymity remain in place?
9. Describe every means of transmitting election results to the local elections central office and the State Board of Elections office?
10. What are the reporting and audit techniques that are incorporated into each Voting System?
11. Describe the types of election reports available from each Voting System?
12. Describe the flexibility available in the production of these reports?
13. How does the Voting System incorporate different languages into the units or the voting devices?
14. What will be impacted in the voting process in the event of a power failure? Explain in detail the back-up procedures. Explain in detail the remedies available should there be a power failure and a battery failure?
15. What system is in place that would identify and record any attempt at tampering with the voting device by either the voter or an election official?
16. What is the minimum lead time required for making last minute ballot changes, necessitated by death, withdrawal, eligibility, or court action?
17. What procedure is in place to inform the voter of an under vote or over vote?
18. What procedure is in place to allow the voter to review the ballot prior to casting the ballot?
19. Explain in detail voting a secret ballot by the blind or visually impaired. What provisions are made for voters with other disabilities? What provisions are made for voters who vote from their automobile?
20. Does the voting device provide the voter with any documentation that the voter has cast a ballot as the voter has chosen? If not, is this upgrade a possibility? If this is a possibility, state this in the technical proposal and in the financial proposal provide what would be the additional cost of such an enhancement?
21. Explain why your Voting System is easy for voters to use. Take into account demographic information relating to race, age, sex, economic status, and education. Do you have statistics to back up your claims?
22. What methods of voter information have you found to be the most successful in establishing voter familiarity and comfort with your system?
23. What are the environmental requirements for the Voting System(s)?

24. What are the storage requirements and limitations for the Voting System(s)?
25. How should the Voting System(s) be tested prior to absentee voting and Election Day to ensure the accuracy and readiness of each device?
26. How many DRE voting units do you recommend per registered voter?
27. Describe how your system protects the voter's secrecy while voting.
28. How can a voter cast a blank ballot?
29. Describe the power source requirements for the polling place system.
30. If the system is a touch-screen DRE, how often does the screen require calibration?
31. In the instance of an equipment malfunction is the voting unit capable of retaining a record of all votes cast prior to any malfunction?

4.4.7 IMPLEMENTATION ISSUES

Provide answers and discussions for the following topics:

4.4.7.1 Transmission of Election Results:

If modem transfer is to be the choice of transmission for election results, what type of telephone lines are required to be in place at each of the polling locations? Will cell phones work for modem transmission? Which communication line is preferable? When should testing be done prior to actual transmission of election results? Please provide a "best practices" method recommended, either from your company's experience in another jurisdiction or from research and development.

4.4.7.2 Personnel Training:

Provide a schedule for the training of personnel that satisfies all requirements of RFP sections 3.3.10.1 and 3.3.10.2. The training schedule should include materials for distribution in the form of manuals, guides, videos and the like and any other method recommended to train the above personnel in every phase of the administration of elections under the new Voting System(s). Training materials should include step-by-step instructions on set-up, operation, device failure, transmission of results (electronic or otherwise), close out and troubleshooting. Personnel should be able to follow the material and perform the tasks independently after completing training.

4.4.7.3 Workflow

Provide a detailed diagram of the workflow for using the Voting System(s) in the conduct of an election. Provide a detailed plan, on paper and on electronic medium, that includes tasks, personnel required and time requirements for each task. Items to include in the plan include, but are not limited to, preparing a polling place for set up and use of the Voting System(s), taking into account the amount of space available, the equipment to be utilized and the number of personnel to be employed. Address the procedures at the central counting station, whether one station or regional stations are established, including the tasks to be performed, the number of personnel required and the time required to accomplish all tasks.

4.4.7.4 Local Board Training:

Provide a detailed notebook, guidelines, checklists, videos and the like for training Election Department personnel in the administration of the system, from its initial implementation to the retention of election records after an election. This plan should include developing ballot formats, diagnostics, voting schematics, electronic transmissions, non-modem transmissions, compiling election returns, formatting reports and releasing results. Training should also include extensive information on how to solve every potential problem that might develop in the election process.

4.4.7.5 On-Site Support:

Provide a short term on-site and a long-term plan for vendor support. Include a description of the type of support to be provided, the number and qualifications of headquarter and service technicians provided and the costs of said support, if not part of the whole package.

4.4.7.6 Education and Outreach:

Provide a plan for educating the voting public, the media, candidates, voters and all interested parties on the operation of the new Voting System(s).

4.4.8 Economic Benefit Factors

1. The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
 - The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
 - Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
2. In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.
3. NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.?

4.4.9 Subcontractors

Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract. However, disclosure of MBE subcontractors at this point is optional.

4.4.10 Required Submissions to be submitted by Offeror:

1. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
2. Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit (See Section 1.19 and Attachment D-1).
3. Completed Bid Bond

4.5. Submission of Equipment for Testing

4.5.1 DRE Delivery Location and Time

Offerors proposing a DRE voting system must no later than August 23, 2001 deliver 5 voting units with the proposed election management software and any other hardware, connections, etc. needed to create a "fully functional" polling place. The system must be shipped to:

Mr. Joseph Torre
Maryland State Board of Elections
151 West Street, Suite 200
Annapolis, MD 21401
Phone: 410-269-2847

During the week of August 27, 2001 Offerors will be required set up their fully functional polling place at an SBE designated location. The Procurement Officer will notify Offerors of the required specific set-up date.

4.5.2 ABS Delivery Location and Time

Offerors proposing optical scan absentee ballot voting system must no later than August 23, 2001 deliver a "fully functional" system that consists of 2 optical scan voting units with the proposed election management software and one full test deck. The system must be shipped to:

Mr. Joseph Torre
Maryland State Board of Elections
151 West Street, Suite 200
Annapolis, MD 21401
Phone: 410-269-2847

During the week of August 27, 2001 Offerors will be required set up their fully functional polling place at an SBE designated location. The Procurement Officer will notify Offerors of the required specific set-up date.

4.5.3 Return of Equipment

Following notification to unsuccessful offerors to this RFP that they will not be recommended for contract award, such unsuccessful offerors, at their expense, must remove all submitted fully functioning systems within 10 working days of such notification. (Unless further testing as described in RFP section 4.8, below, is requested and the mandatory \$5,000 certification application fee is paid to SBE.) The submitted systems for the successful offeror for each voting system (DRE and ABS) will be retained and may be used for the 10/14/2001 presentation described in RFP section 3.2.1.1., and as part of the required deliveries described in RFP sections 3.2.1.4. (for DREs) or 3.2.1.5. (for ABS).

4.6 Escrow Agreement for Voting Systems Software Source Code

Offerors must provide a sample escrow agreement. At a minimum the agreement: (1) must identify an escrow agent located in the State of Maryland; (2) must provide the software source code in a minimum of two formats (one human readable and one machine readable) to the escrow agent; and, (3) must provide the software documentation to the same escrow agent.

4.7 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor must submit an original unbound copy and seven (7) copies of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified in Attachment "F". Complete the cost sheets only as provided in the Price Proposal Instructions. The cost of the proposed voting system should not include the installation of any building network wiring.

4.8 Certification Fee

As per COMAR 33.09.02, voting system vendors which apply to SBE for certification of their system must pay an application fee of \$5,000. Since SBE has issued this RFP and is requiring responding offerors to provide a fully functional polling place for testing, it shall not construe compliance with this RFP requirement as constituting an application for certification. Nevertheless, the successful offeror to this RFP for each the DRE voting system and ABS will be required to be formally certified in order to provide the systems to be provided under the contract to result from this RFP. Consequently, each of the DRE system contractor and the ABS contractor must pay this \$5,000 application fee before it can fulfill any of the requirements of, or receive any payment under its respective contract.

Additional, if any of the non-successful offerors under this RFP desires to receive a formal SBE certification for its offered system, if its system is fully capable of being certified and upon payment of the required \$5,000 fee, it can receive such certification.

Section 5 – Evaluation Criteria and Selection Procedure

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below:

5.2 Technical Criteria

The criteria to be applied to each proposed voter system (DRE or ABS) are listed below in order of descending importance:

1. Demonstrated ability to satisfy all requirements of sections 3.3.1 through 3.3.9 in terms of equipment, software, ability to interface with the SBE Election Management System and total system, including ADA compliance issues.
2. Demonstrated ability to meet the delivery quantity and timeframe requirements of section 3.2
3. Offeror Experience and Capabilities
4. Demonstrated ability to satisfy all requirements of sections 3.3. 10 through 3.3.16 and section 3.4. Included in this criteria will be a judgement of the adequacy of proposed plans for:
 - Training
 - Storage and transportation
 - Election day on-site support plan
 - Warranty and after warranty support plan
 - Documentation and reports capability
 - Equipment and software upgradability (including the likelihood of the proposed system remaining functionally viable beyond the term of the contract, including option periods.)
 - ensuring that prices for future purchases will meet the lowest cost provision of section 1.25 A
5. Judged adequacy of Project Management and Staffing capability in terms of:
 - proposed overall project manager
 - other proposed management personnel
 - number of proposed technical staff
 - qualifications of proposed technical staff
 - number of proposed staff other than technical staff
 - qualifications of proposed staff other than technical staff
6. Financial Capability/Stability, adequacy of insurance and escrow provision, and legal and decertification actions
7. Economic Benefit Factors

5.3 Financial Criteria

All qualified Offerors will be ranked from lowest to the highest price based on their total price proposed on all four counties in Attachment F by type of voting system.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

Financial proposals of qualified Offerors will be opened only after all technical proposals have been evaluated.

5.5.2 Selection Process Sequence

1. The first step in the process will be to assess compliance with the Offeror Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet these basic requirements will be disqualified and their proposals eliminated from further consideration.
2. The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions will typically be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, to obtain the best price and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions during the week of August 20, 2001.
3. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
4. The separate financial proposal of each qualified Offeror will be distributed to the Evaluation Committee for analysis following the completion of the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions.
5. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.
6. Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than financial factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

- **ATTACHMENT A** is the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.
- **ATTACHMENT B** - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.
- **ATTACHMENT C** – CONTRACT AFFIDAVIT. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.
- **ATTACHMENT D-1** – MBE Utilization and Fair Solicitation Affidavit. This form must be submitted with the Offeror's technical proposal.
- **ATTACHMENTS D-2, D-3, and D-4** – Other MBE forms. These must be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award.
- **ATTACHMENT E** – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.4 by those potential Offerors who plan on attending the conference.
- **ATTACHMENT F** – Price Proposal Instructions and Forms. Price Proposal forms must be completed and submitted as the Financial Proposal.
- **ATTACHMENT G** - Bid Bond. This completed form or other suitable security must be submitted with the technical portion of the Offeror's proposal. (see RFP section 1.29).
- **ATTACHMENT H** - Performance Bond, is not required at proposal submission time. This completed form or other suitable security must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed contract award.
- **ATTACHMENT I** – COMAR 33.09.05.12. This COMAR section is provided for reference only.

ATTACHMENT A

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__ by and between and the STATE OF MARYLAND, acting through the MARYLAND STATE BOARD OF ELECTIONS.

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

1. Definitions

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

- 1.1 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 "Department" means the Maryland State Board of Elections.
- 1.3 "Financial Proposal" means the Contractor's Financial Proposal dated _____.
- 1.4 "Procurement Officer" means William M. Bowser.
- 1.5 "RFP" means the Request for Proposals for Statewide Digital Recording Electronic Voting System and Optical Scan Absentee Ballot Voting System, No. SBE-2002-01.
- 1.6 "State" means the State of Maryland.
- 1.7 "Technical Proposal" means the Contractor's Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide the services, hardware and software described in the Contractor's proposal. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals – SBE-2002-01
- Exhibit B – Contractor's Technical Proposal dated _____
- Exhibit C - Contractor's Financial Proposal dated _____

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

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal, as required and requested by the State during the period beginning on the date on which the Contract is executed by the Department and ending on December 31, 2009. The State, at its sole option, has the unilateral right to extend the term of the Contract for up to two additional, successive one-year terms. Any such contract extension may be exercised by the State either for a full one-year period or on a month-to-month basis for a full year or portion thereof.

4. Consideration and Payment

4.1 The State shall have a period of thirty (30) days subsequent to the receipt by the State of ordered voting systems hardware and software for performance of acceptance testing upon the equipment and software provided by the Contractor. Payments to the Contractor in accordance with section 4.2, for voting systems hardware and operating software deliveries to the State shall not be made until the successful completion of acceptance testing of the equipment and software by the State.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the using agency's receipt of an invoice from the Contractor and pursuant to the conditions outlined in Section 3 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____ Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Contract Monitor.

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

4.4 At least 90 days prior to the State exercising any renewal under the contract, and as provided within the RFP, the Contractor may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CURRA311SACL1), as described in section 1.25.B of the Request for Proposals.

5. Personnel

Contractor agrees that personnel identified in its proposal as the Contractor's point of contact for the State of Maryland shall be assigned to the State account for the term of the Contract, including any extension, unless such personnel are no longer employed by the Contractor.

6. Rights to Records

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

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

7. Software

If the Contractor supplies existing software for which the Contractor or others have copyright/ownership rights, the Contractor must either provide the source code directly to the State in a form acceptable to the State or must place the source code in escrow with an escrow agent located in the State of Maryland. The source code must be in a format acceptable to the State. Two copies of the source code must be provided.

8. Patents, Copyrights, Intellectual Property

8.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

8.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 8.3 below.

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

9. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

10 Loss of Data

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

11 Indemnification

11.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

11.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

11.3 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations

under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

12. Insurance Requirements

12.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to replace, at the then current value, State of Maryland and using entity voting equipment, components, software, etc. which is destroyed, damaged, lost, or stolen while in the custody of the Contractor, its agents, servants, employees, or subcontractors.

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

12.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage, and certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities. All insurance policies must be with a company licensed to do business in Maryland.

13. Non-Hiring of Employees

No employee of the State of Maryland whose duties as such employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

14. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

15. Maryland Law

15.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

15.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this contract or to any purchase order issued under this contract.

16. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

17. Contingent Fee Prohibition

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

18. Non-availability of Funding

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

19. Termination for Cause

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

20. Termination for Convenience

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

21. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

22. Suspension of Work

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

23. Pre-Existing Regulations

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

24. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other

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

25. Political Contribution Disclosure

The Contractor shall comply with Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

26. Retention of Records.

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

27. Compliance with Laws.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

28. Cost and Price Certification

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

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

29. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 14, and 16 through 27 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

30. Representations and Warranties.

In addition to any other representations or applicable warranties, express or implied, available to the State, or provided by the Contractor to the State, the Contractor warrants that the voting systems hardware and software provided under this contract will function properly in elections situations, in accordance with the RFP and Contractor's proposal, for four years from the date of acceptance of the equipment and software by the State. Any such voting systems hardware or software which does not function properly in elections situations in accordance with the RFP and the Contractor's proposal shall promptly be replaced with new and unused equivalent items of hardware or software by the Contractor at no cost to the State.

31. Administrative

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

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

If to the State: State Administrator of Elections
Maryland State Board of Elections
P.O. Box 6486
151 West Street, Suite 200
Annapolis, Md. 21401-6486

If to the Contractor: _____

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

CONTRACTOR

By: Date

Witness: _____

MARYLAND STATE BOARD OF ELECTIONS

By: Date

Witness: _____

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

Assistant Attorney General

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

Attachment B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

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

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

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

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

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Authorized Representative
and Affiant)

BPAFF
6/13/01

Attachment C

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____

BY: _____
Signature

(Authorized Representative and Affidavit)

Attachment D

MARYLAND STATE BOARD OF ELECTIONS MINORITY BUSINESS ENTERPRISE PARTICIPATION INSTRUCTIONS AND FORMS

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in the contract to attempt to achieve a 15% percent minority business enterprise (MBE) subcontracting goal as stated in the Request for Proposals. MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

Certification means a determination made by the Department of Transportation that a legal entity is a minority business enterprise.

MBE Liaison is the employee designated to administer the Department's MBE program.

Minority Business Enterprise or MBE means a legal entity organized to engage in commercial transactions, that is at least 51-percent owned and controlled by one or more minority persons. MBE also includes a nonprofit entity engaged in promoting the interests of persons with physical or mental disabilities. An MBE must be certified in order to participate in the Department's MBE program.

CONTRACTOR RESPONSIBILITIES

A certified MBE subcontract goal of a minimum of 15% percent of the contract value has been established for this procurement. The Contractor agrees that at least this amount of the contract will be performed by certified MBEs.

If awarded the contract:

A certified MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with its own workforce, certified MBE subcontractors, or both.

A non-MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

A prime contractor comprising joint venturers shall accomplish the MBE subcontract goal with the workforce of any certified MBE joint venturer, certified MBE subcontractors, or both.

REQUIREMENTS

An offeror must submit with its response to this solicitation a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.

Within 10 working days from notification that it is the apparent awardee or within 10 working days following the award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. If the apparent awardee fails to return each completed

document, the Department may declare the potential award void.

- (1) Outreach Efforts Compliance (Attachment D-2)
- (2) MBE Participation Schedule (Attachment D-3)
- (3) Subcontractor Project Participation Statement (Attachment D-4)
- (4) Any other documentation required by the Department's MBE Liaison to ascertain offeror responsibility in connection with the certified MBE participation goal.

RECORDS AND REPORTS

Contractor shall:

1. Submit monthly to SBE (hereinafter the Department) a reporting listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with proposal)
- D-2 Outreach Efforts Compliance (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-3 MBE Participation Schedule (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-4 Subcontractor Project Participation Statement (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-5 Prime Contractor Unpaid MBE Invoice Report
- D-6 Subcontractor Payment Report

MBE GOAL WAIVER REQUEST PROCEDURE

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, an exception to the goal with justification to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion; and
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification.
- B. A waiver of a certified MBE contract goal may be granted only upon a reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

In conjunction with the offer submitted in responses to Solicitation No. SBE 2002-01, I affirm the following:

1. I acknowledge the certified Minority Business Enterprise participation goal of 15% percent and commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in Solicitation Attachment D within 10 working days of receiving notice of the potential award. If I fail to do so, I understand any apparent award may be deemed void.
3. In the solicitation of subcontract quotation or offers, Minority Business Enterprise (MBE) subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to otherwise not place MBE subcontractors at a competitive disadvantage to 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 and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT D-2

OUTREACH EFFORTS COMPLIANCE

STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. SBE 2002-01, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories.

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

3. Offeror made the following attempts to contact personally the solicited MBEs.

4. 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-bid conference was held.

Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

ATTACHMENT D-3

MBE PARTICIPATION SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

Minority Firms Total Dollar Amount \$ _____
Minority Firms Total Percentage _____ %

List Additional MBE Subcontractors Or Provide Any Additional Comments On Separate Paper
--

Document Prepared By:
Name: _____ Title: _____

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

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

Provided that _____ is awarded the State contract in
Prime Contractor Name
conjunction with Solicitation No. SBE 2002-01, it and _____,
MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall

(Describe Work)

No bonds are required of Subcontractor.

The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

ATTACHMENT D-5

**Maryland Department of Budget and Management
Minority Business Enterprise Participation**

This form is to be completed monthly by the MBE contractor.

Prime Contractor Unpaid MBE Invoice Report

Report _____ Month/Year _____ <p align="center">Report Due By the 15th of the following Month.</p>	Contract # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		

Subcontractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		

Subcontractor Services Provided:

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment

- 1.
- 2.
- 3.

Total Amount Unpaid: \$ _____

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

Return one (1) copy of this form to each of the following addresses:

_____ (Contract Monitor) _____ (Contracting Unit) _____ (Address) _____	Ross Goldstein, Contract Monitor Maryland State Board of Elections PO Box 6486 Annapolis, MD 21401-0486
--	--

Signature: _____ Date: _____

ATTACHMENT D-6

**Maryland Department of Budget and Management
Minority Business Enterprise Participation**

This form is to be completed monthly by the MBE contractor.

Subcontractor Payment Report

Report _____ Month/Year _____ <p align="center">Report Due By the 15th of the following Month.</p>	Contract # _____ 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:		
<p>List all payments received from Prime Contractor in the preceding 30 days.</p> 1. 2. 3. Total Dollars Paid: \$ _____	<p>List dates and amounts of any outstanding invoices.</p> 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime Contractor Name:		Contact Person:

Return one (1) copy of this form to each of the following addresses:

_____ (Contract Monitor) _____ (Contracting Unit) _____ (Address) _____	Ross Goldstein, Contract Monitor Maryland State Board of Elections PO Box 6486 Annapolis, MD 21401-0486
--	--

Signature: _____ Date: _____

ATTACHMENT E

**Project No. SBE 2002-01
PRE-PROPOSAL CONFERENCE RESPONSE FORM**

A Pre-Proposal Conference will be held at 10:00 a.m. on July 27, 2001 at the State Board of Elections Offices, 151 West Street, Suite 200, Annapolis, MD 21401. Please return this form by July 25, 2001 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Joe Torre at 410-269-2847

Return or fax this form to the Procurement Officer:

William M. Bowser
Department of Budget & Management
Procurement Unit
45 Calvert Street
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Signature

Title

ATTACHMENT F.

PRICE PROPOSAL FORM INSTRUCTIONS

1. Offerors must submit their price proposals on Attachment F, [Price Proposal Forms](#), for either the Direct Recording Electronic Voting System, or the Optical Scan Absentee Ballot Voting System or both, in accordance with these instructions and as specified on the forms. Do not change or alter these forms or the offer may be deemed unacceptable.
2. Attachment F, Price Proposal Forms are to be completed by the Offeror. All Price Proposal Forms automatically calculated Total Prices via an imbedded formula. Offerors must not change any of the calculations in forms.
3. Attachment F, Price Proposal Forms are to be completed and signed by an individual who is authorized to bind the firm to all unit prices offered.
4. All data and information included in the Price Proposal Forms, e.g., type, frequency and duration of services, etc., are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase more or less, or not to purchase any equipment or service for which offers are solicited under this RFP.
5. Offerors are required to record, on the Excel Spreadsheet, the proposed Unit Prices for each element in Price Proposal Forms as follows:
 - a. On Price Proposal Forms , all prices must be recorded with dollars and cents, e.g., \$24.15. Fractional prices are not acceptable (e.g., \$24.15333)
 - b. All unit prices must be the actual price the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
 - c. All equipment and services required or requested by the State and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price section of Price Proposal Form with \$0.00.
 - d. All items required or requested by the State and Not Offered by the vendor to the State must be clearly typed in the Price section with N/O. Required items that are not offered may result in the proposal being rejected.
 - e. Nothing shall be entered on any Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices.
 - f. **RECORD UNIT PRICES IN THE CLEAR AREAS OF THE PRICE PROPOSAL FORMS. DO NOT RECORD ANY INFORMATION IN ANY SHADED AREA OF THESE FORMS.**
6. It is imperative that the unit prices recorded on the Price Proposal Forms have been recorded correctly in order to accurately calculate the Offeror's financial proposal. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12.
7. For Attachment F Price Proposal Forms, Direct Recording Electronic Voting System includes the following:
 - a. Base Period 10/2001 through 12/2004
 - On Line 5, record the DRE unit price. This unit price must include all hardware, software, licenses, privacy booth table, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full 3 year warranty on parts and labor, to provide a fully functional and certified voting system unit.
 - On Line 8, record the VWD-DRE unit price. This unit price must include all hardware, software, licenses, privacy booth table, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full 3 year warranty on parts and labor, to provide a fully functional and certified voting system unit.
 - On Line 10, record the annual warehouse price per DRE/VWD-DRE unit for the secure and environmentally controlled warehouse storage.
 - On Line 14, record the transportation price for delivery from and return to the warehouse. This represents the fee the contractor will collect per polling place per election for delivery/return of all DRE equipment.
 - On Line 16 , record the hourly rate for the contract liaison person. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
 - On Line 21 record the hourly rate for the service technician. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
 - On Line 24 record the unit price per person for training of elections judges at each local board for each election cycle. An election cycle includes one primary and one general election.

- On Line 26 record the one time price for training State Board of Elections (SBE) and local boards of elections (LBE) for training on the operation of the DRE system.
 - On Line 27 record the one time price for developing the public relations program material for the use of the proposed equipment.
- b. 1st Option Year 1/2005 through 12/2005
- On line 5 record the annual maintenance price per DRE unit. This is the price the state will pay for annual maintenance per unit.
 - On Line 8 record the annual maintenance price per VWD-DRE unit. This is the price the State will pay for annual maintenance per unit.
 - On Line 10 record the annual warehouse (Whse) price per DRE and VWD-DRE unit. This is the price the State will pay for storage per unit.
- c. 2nd Option Year 1/2006 through 12/2006
- On line 5 record the annual maintenance price per DRE unit. This is the price the State will pay for annual maintenance per unit.
 - On Line 8 record the annual maintenance price per VWD-DRE unit. This is the price the State will pay for annual maintenance per unit.
 - On Line 10 record the annual warehouse (Whse) price per DRE and VWD-DRE unit. This is the price the State will pay for storage per unit.
 - On Line 14, record the transportation price for delivery from and return to the warehouse. This represents the fee the contractor will collect per polling place per election for delivery/return of all DRE equipment.
 - On Line 16 , record the hourly rate for the contract liaison person. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
 - On Line 21 record the hourly rate for the service technician. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
 - On Line 24 record the unit price per person for training of elections judges at each local board for each election cycle. An election cycle includes one primary and one general election.
- d. 3rd Option Year 1/2007 through 12/2007
- On line 5 record the annual maintenance price per DRE unit. This is the price the state will pay for annual maintenance per unit.
 - On Line 8 record the annual maintenance price per VWD-DRE unit. This is the price the State will pay for annual maintenance per unit.
 - On Line 10 record the annual warehouse (Whse) price per DRE and VWD-DRE unit. This is the price the State will pay for storage per unit.
- e. 4th Option Year 1/2008 through 12/2008
- On line 5 record the annual maintenance price per DRE unit. This is the price the State will pay for annual maintenance per unit.
 - On Line 8 record the annual maintenance price per VWD-DRE unit. This is the price the State will pay for annual maintenance per unit.
 - On Line 10 record the annual warehouse (Whse) price per DRE and VWD-DRE unit. This is the price the State will pay for storage per unit.
 - On Line 14, record the transportation price for delivery from and return to the warehouse. This represents the fee the contractor will collect per polling place per election for delivery/return of all DRE equipment.
 - On Line 16 , record the hourly rate for the contract liaison person. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
 - On Line 21 record the hourly rate for the service technician. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
 - On Line 24 record the unit price per person for training of elections judges at each local board for each election cycle. An election cycle includes one primary and one general election.

f. SUMMARY OF PROPOSED PRICES. No entries are required. All cells have formulas that roll-up the individual proposed prices to arrive at a Total Proposed Price-All Counties. This is the price that will establish the financial ranking of the offeror. Offerors must sign and complete the information at the bottom of this page.

8. For Attachment F Price Proposal Forms, Optical Scan Absentee Ballot Voting System includes the following:

g. Base Period 10/2001 through 12/2004

- On Line 5, record the Optical Scan Absentee Ballot Voting System (ABS) price. This unit price must include all hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full 3 year warranty on parts and labor, to provide a fully functional and certified voting system unit.
- On Line 9, record the annual warehouse (Whse) price per ABS unit for the secure and environmentally controlled warehouse storage.
- On Line 13, record the transportation price for delivery from and return to the warehouse. This represents the fee the contractor will collect per local elections boards per election for delivery/return of all ABS equipment.
- On Line 15, record the hourly rate for the contract liaison person. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.
- On Line 18 record the one time price for training State Board of Elections (SBE) and local boards of elections (LBE) for training on the operation of the DRE system.

h. 1st Option Year 1/2005 through 12/2005

- On line 5 record the annual maintenance price per ABS system. This is the price the state will pay for annual maintenance per system.
- On Line 6 record the annual warehouse (Whse) price per ABS system. This is the price the State will pay for storage per system.

i. 2nd Option Year 1/2006 through 12/2006

- On line 5 record printing price per absentee ballot. This is the price per ballot the State will pay for all ordered ballots.
- On Line 8 record the annual maintenance price per ABS system. This is the price the State will pay for annual maintenance per system.
- On Line 9 record the annual warehouse (Whse) price per ABS system. This is the price the State will pay for storage per system.
- On Line 11, record the transportation price for delivery from and return to the warehouse. This represents the fee the contractor will collect per local elections headquarters per election for delivery/return of all ABS systems.
- On Line 13, record the hourly rate for the contract liaison person. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.

j. 3rd Option Year 1/2007 through 12/2007

- On line 5 record the annual maintenance price per ABS system. This is the price the state will pay for annual maintenance per system.
- On Line 6 record the annual warehouse (Whse) price per ABS system. This is the price the State will pay for storage per system.

k. 4th Option Year 1/2008 through 12/2008

- On line 5 record printing price per absentee ballot. This is the price per ballot the State will pay for all ordered ballots.
- On Line 8 record the annual maintenance price per ABS system. This is the price the State will pay for annual maintenance per system.
- On Line 9 record the annual warehouse (Whse) price per ABS system. This is the price the State will pay for storage per system.
- On Line 11, record the transportation price for delivery from and return to the warehouse. This represents the fee the contractor will collect per local elections headquarters per election for delivery/return of all ABS systems.

- On Line 13, record the hourly rate for the contract liaison person. This is the individual that will be present at each local election board, as defined within the RFP. This is the hourly rate the State will pay for every approved hour of work.

ATTACHMENT G

BID BOND

BOND NO. _____

BID REQUEST NO. _____

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,

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

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

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

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

Principal

By _____ (Seal)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Maryland Agent

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

ATTACHMENT H

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

Witness.....as to(SEAL)

In Presence of: Co-Partnership Principal

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

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

.....as to(SEAL)

.....as to(SEAL)

Corporate Principal

Attest:(Name of Corporation)

.....as to By:.....CORPORATE SEAL
Corporate Secretary President

.....
(Surety)

Attest:(SEAL) By:.....CORPORATE SEAL
Signature

Title:

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

Agent's Address.....
(Business Address of Surety)

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

ATTACHMENT I

CODE OF MARYLAND REGULATIONS
TITLE 33 STATE BOARD OF ELECTIONS
SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
CHAPTER 01 DEFINITIONS; GENERAL PROVISIONS
Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 Definitions.

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

B. Terms Defined.

- (1) "Federal Standards" means the Federal Voting Systems Standards established by the Federal Election Commission.
- (2) "Independent test agency (ITA)" means a testing facility certified by the Voting System Board of the National Association of State Election Directors to do qualification testing.
- (3) "Qualification testing" means testing to determine a system's compliance with the Federal Voting Systems Standards.
- (4) Voting System.
 - (a) "Voting system" means all or any component of any system for casting and tabulating ballots or votes.
 - (b) "Voting system" includes any model or version of:
 - (i) A voting system;
 - (ii) A voting machine, voting device, tabulating equipment, vote-counting program, or other equipment, hardware, firmware, or software used by or with a voting system;
 - (iii) Election management software or hardware used by or with a voting system; and
 - (iv) Any other component of a voting system.

.02 Scope.

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

.03 Overview of Required Process.

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

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

- (1) Has or will acquire the necessary expertise in computer technology to use this particular voting system in performing the functions required by Article 33, Annotated Code of Maryland, and this subtitle; and
- (2) Will not need to rely primarily on vendors to perform those functions;

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

- (1) Qualification testing by an independent test agency, as required by Article 33, §9-102(c)(2), Annotated Code of Maryland;
- (2) Certification evaluation and testing by the State Board, as specified in COMAR Search Term Begin 33.09. Search Term End 03 and Search Term Begin 33.09. Search Term End 04; and
- (3) Acceptance testing by the local board, as specified in COMAR Search Term Begin 33.09. Search Term End 05;

C. The State Board has adopted regulations for the use of that model or version, as specified in COMAR Search Term Begin 33.09. Search Term End 04;

D. The local board has adopted an implementation plan approved by the State Board, as specified in COMAR Search Term Begin 33.09. Search Term End 06; and

E. All other requirements of Article 33, Annotated Code of Maryland, and this subtitle have been met.

.04 Standards and Considerations.

A. Standards. The State Board may not certify a voting system unless it meets the standards imposed by Article 33, §9-102(c), Annotated Code of Maryland.

B. Factors To Be Considered. In determining whether a voting system meets the required standards, the State Board shall consider the factors set forth in Article 33, §9-102(d), Annotated Code of Maryland.

.05 Specialists; Evaluation Agent.

A. Employment of Specialists.

- (1) The State Administrator may contract with one or more specialists to assist the State Board in evaluating a voting system for which certification is sought under this subtitle.
- (2) The specialists may include:
 - (a) An election director;
 - (b) A lawyer;

- (c) An accountant;
 - (d) A specialist in mechanical or electromechanical systems; and
 - (e) A specialist in automatic data processing resources.
- (3) The compensation and expenses of all specialists employed to evaluate a voting system shall be paid by the person applying for that system's certification.
- B. Evaluation Agent.
- (1) On receipt of an application for certification of a voting system, the State Administrator shall designate an evaluation agent to coordinate the evaluation process.
 - (2) The individual so designated shall be:
 - (a) One of the specialists employed under §A of this regulation; or
 - (b) A member of the State Administrator's staff.

.06 Conflicts of Interest.

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

.07 Emergency Waiver of Regulations.

- A. Scope. This regulation applies if:
- (1) An emergency arises, such as the destruction of a voting system by fire, flood, or otherwise; and
 - (2) Insufficient time remains before the next election to certify a substitute system in full compliance with this subtitle.
- B. Temporary Waiver Authorized. On application of the local board, the State Board may waive one or more of the requirements of this subtitle as required to facilitate the local board's use of a substitute voting system for the ensuing election, subject to such special procedures or requirements the State Board sets to assure that the substitute system will be reliable and accurate.
- C. Limitations.
- (1) A waiver granted under this regulation may not:
 - (a) Waive any requirement expressly set by statute; or
 - (b) Apply to the use of a substitute system beyond the general election that immediately follows the emergency.
 - (2) A substitute system used under this regulation may not again be used by the local board unless that system has been fully certified in accordance with all procedures and requirements of this subtitle.

CODE OF MARYLAND REGULATIONS
 TITLE 33 STATE BOARD OF ELECTIONS
 SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
 CHAPTER 02 MINIMUM SYSTEM REQUIREMENTS
 Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 In General.

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

.02 Voting Options.

- A. In General. The voting system shall permit each voter to vote in any election:
- (1) For all individuals and offices for which the voter is entitled to vote;
 - (2) For as many individuals for an office as the voter is entitled to vote for; and
 - (3) For or against any question on which the voter is entitled to vote.
- B. Presidential and Gubernatorial Candidates. The voting system shall permit a voter in a:
- (1) Presidential general election, to vote by one operation for electors for a pair of candidates for president and vice-president of the United States; and
 - (2) Gubernatorial election, to vote by one operation for a pair of candidates for governor and lieutenant-governor of Maryland.
- C. Write-In Option (General Elections). The voting system shall:
- (1) Provide a method for write-in voting in general elections; and
 - (2) Report the number of votes cast in each contest in write-in voting positions.
- D. Adjustment for Primaries. In a primary election, the voting system shall be capable of adjustment so that a voter is:
- (1) Able to vote for candidates seeking nomination by:
 - (a) The party with which the voter is affiliated, or
 - (b) A party that otherwise authorizes that voter's participation; and
 - (2) Precluded from voting for candidates seeking nomination by any other party.

.03 Secrecy.

The voting system shall ensure voting in secrecy.

.04 Counters.

Each voting machine shall be equipped with a:

- A. Public counter that, during any period of voting, will show the total number of voters who have operated the machine during that period of voting; and
- B. Protective counter that will show the total number of voters who have operated the machine since it was first put in service.

.05 Registering and Recording Votes.

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

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

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

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

.06 Ballot Totaling and Reporting.

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

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

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

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

.07 Audit Trail Required.

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

CODE OF MARYLAND REGULATIONS
TITLE 33 STATE BOARD OF ELECTIONS
SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
CHAPTER 03 STATE BOARD CERTIFICATION-PRELIMINARY SUBMISSIONS
Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 Prerequisites to Application.

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

- A. Are beyond the prototype stage and available for immediate installation and use; and
- B. Have successfully completed qualification testing, as required by Article 33, §9-102(c)(2), Annotated Code of Maryland.

.02 Applications.

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

B. Identification of System, etc.

- (1) The application shall specify clearly the specific equipment, hardware, firmware, and software for which certification is sought.
- (2) Each model or version of a voting system requires a separate application.

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

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

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

- (a) The price that was charged to the jurisdiction for the system, and
 - (b) A breakdown of the per unit price and the price of any components;
- (2) The exact system for which certification is being sought or a model or version of the system has been but is no longer in use; and
- (3) A request has been made for approval of the exact system for which certification is being sought or a model or version of the system, together with a statement of whether the request was granted, was denied, was withdrawn, or is pending.

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

- (1) Copy of the qualification certificate issued for the voting system; and
- (2) Signed authorization directing the independent test agency that performed the qualification testing to:
 - (a) Submit the results of its testing directly to the evaluation agent; and
 - (b) Allow the evaluation agent or his or her designee full access to all test records and data.

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

- (1) Copy of the certification issued for the voting system; and
- (2) Signed authorization directing the agency that performed the certification testing to:
 - (a) Submit the results of its testing directly to the evaluation agent, and
 - (b) Allow the evaluation agent or his or her designee full access to all test records and data.

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

.03 Acknowledgment; Scheduling Start.

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

- A. Acknowledge the application; and
- B. Notify the applicant and local boards of when the evaluation will begin.

.04 Notice and Package Submissions.

A. Notice of Evaluation Agent. When the evaluation is ready to begin, the State Administrator shall notify the applicant of the name, address, and telephone number of the evaluation agent assigned to the application.

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

- (1) Technical data package required by Regulation .05 of this chapter; and
- (2) Business information package required by Regulation .06 of this chapter.

C. Notice of Deficiency.

- (1) The evaluation agent shall review the submissions and notify the applicant of any deficiency.
- (2) The applicant shall correct all deficiencies before the certification process may proceed.

D. Disposition of Submissions.

- (1) If the application is denied or withdrawn, the technical data and business information packages submitted under this chapter shall be returned to the applicant.
- (2) If the application is approved and the voting system certified, the technical data and business information packages shall be retained by the State Board for as long as the voting system is marketed or used in this State.

.05 Technical Data Package.

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

- (1) Hardware schematic diagrams;
- (2) Hardware theory of operation;
- (3) Customer maintenance documentation;
- (4) Operations manual;
- (5) Software source code (both in the form of a listing and in a machine-readable form on media acceptable to the evaluation agent);
- (6) Software system design;
- (7) Customer documentation; and
- (8) The report and test results of the independent test agency.

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

- (1) A list of all third-party software required to install or operate the system;
- (2) The terms of the license agreements for all software identified under §B(1) of this regulation; and
- (3) Warranty terms for the entire system, including all third-party software.

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

- (1) Judges' manual, as required by COMAR 33.02.03; and
- (2) Local implementation plan, as required by COMAR Search Term Begin 33.09. Search Term End 06.

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

.06 Business Information Package.

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

- (1) The applicant's business; and
- (2) If the applicant is not the manufacturer of the voting system, the manufacturer's business.

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

- (1) History and description of the business, including:
 - (a) Year established,
 - (b) Products and services offered,
 - (c) Areas served,
 - (d) Branch offices,
 - (e) Subsidiaries,
 - (f) Parent companies, and
 - (g) Subsidiaries of parent companies;
 - (2) Management and staff organization, including:
 - (a) Number of full-time employees by category,
 - (b) Number of part-time employees by category, and
 - (c) Resumes of all key employees who would deal with local boards in connection with the voting system;
 - (3) The name and address of each:
 - (a) Officer of the business,
 - (b) Person who is known to have a beneficial interest (as defined in State Finance and Procurement Article, §13-221, Annotated Code of Maryland) in the business or any parent company;
 - (4) Financial history of business, including:
 - (a) A financial statement for each of the past 3 fiscal years,
 - (b) Gross sales in voting products and voting services for the past 3 fiscal years, and
 - (c) The percentage those sales represent of all sales of the business and its subsidiaries;
 - (5) Location and manufacturing capability of each facility that is or will be used to fabricate and assemble all or any part of the voting system for which certification is being sought;
 - (6) Location and servicing capability, including any service limitations, of each facility that is or will be used to serve the voting system for which certification is being sought; and
 - (7) The legal and financial relationship among all vendors and manufacturers of the voting system and its various components.
- C. Required Affidavit. The package also shall include the affidavits required by Regulation .07 of this chapter.
- D. Identification of Submissions. Each item in the package shall be clearly identified.

.07 Anti-Bribery and Anti-Debarment Affidavits.

A. Definitions.

- (1) In this regulation, the following terms have the meanings indicated.
- (2) Terms Defined.
 - (a) "Controlling stockholder" means a stockholder who:
 - (i) Owns more than 25 percent of the voting stock of a corporation; or
 - (ii) Notwithstanding the number of shares that the stockholder owns, has the power to direct or control the direction of the management or policies of a corporation.
 - (b) "Convicted" includes an accepted plea of nolo contendere.
 - (c) "Principal" means:
 - (i) A sole proprietor;
 - (ii) A partner, officer, director, or controlling stockholder; or
 - (iii) An employee directly involved in the process of obtaining contracts with public bodies.
 - (d) "Public body" means:
 - (i) The United States;
 - (ii) Any state, territory, or possession of the United States; or
 - (iii) Any political subdivision of a state, territory, or possession of the United States.

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

- (1) The applicant; and
- (2) If the applicant is not the manufacturer of the voting system, the manufacturer.

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

- (1) Has been convicted under the laws of any public body of bribery, attempted bribery, or conspiracy to bribe;
- (2) Has been convicted under the laws of any public body of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, or

- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (3) Has been convicted under the laws of any public body of a criminal violation of an antitrust statute;
- (4) Has been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act or of the Mail Fraud Act for acts in connection with the submission of bids or proposals for a public or private contract;
- (5) Has been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in §C(1)-(4) of this regulation;
- (6) During the course of an official investigation or other proceeding, has admitted, in writing or under oath, an act or omission that would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any public body;
- (7) Has been found civilly liable under an antitrust statute of any public body for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Has ever been debarred or suspended from doing business with any public body or any agency, instrumentality, or unit of a public body; or
- (9) Is a principal, successor, assignee, subsidiary, or affiliate of any other person who has:
 - (a) Been convicted under any of the laws or statutes described in §C(1)-(5) of this regulation,
 - (b) Made an admission described in §C(6) of this regulation,
 - (c) Been found civilly liable for an act or omission described in §C(7) of this regulation, or
 - (d) Been debarred or suspended as described in §C(8) of this regulation.

CODE OF MARYLAND REGULATIONS
 TITLE 33 STATE BOARD OF ELECTIONS
 SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
 CHAPTER 04 STATE BOARD CERTIFICATION-EVALUATION AND DECISION
 Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 Agent's Evaluation Proposal.

A. Agent to Prepare. The evaluation agent shall:

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

B. Contents of Proposal. The proposal shall:

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

C. Certification Testing-In General.

- (1) The proposed certification testing shall comprise, among any other elements the evaluation agent requires, mock-election tests for an actual State:
 - (a) Primary election; and
 - (b) General election.
- (2) The mock election tests shall be designed to evaluate all operations and procedures.

D. Certification Testing-Reciprocity. If the voting system has successfully completed certification testing by or for another state, the evaluation agent may accept the results of that test in place of all or any part of the certification testing required by this regulation.

.02 Authorization to Proceed.

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

B. Notice by Applicant.

- (1) The applicant shall review the evaluation proposal and notify the State Board of its intent to continue or terminate the evaluation process.
- (2) The notice shall be in writing and sent to the State Administrator, with a copy to the evaluation agent.

C. Costs of Evaluation.

- (1) If the applicant decides to proceed, the notice shall be accompanied by payment to the State Board of the estimated costs contained in the evaluation proposal.
- (2) The State Board may deposit the funds in an appropriate treasury trust account.
- (3) If the actual costs exceed the amount of the deposit, the applicant shall pay the balance owed to the State Board within 30 days of notice of the deficiency from the State Board.
- (4) If the deposit exceeds the actual costs incurred, the State Board shall refund the excess to the applicant within 30 days after the

evaluation process has been completed.

.03 Evaluation.

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

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

- (1) Conduct the certification testing and other evaluation activities described in the evaluation proposal; and
- (2) Submit a report of the findings to the State Administrator.

.04 Administrator's Recommendations.

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

.05 Board Decision.

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

.06 System Regulations.

A. Board to Adopt. As required by Article 33, §9-102(e), Annotated Code of Maryland, the State Board will adopt regulations governing the use of each voting system that it certifies.

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

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

CODE OF MARYLAND REGULATIONS
TITLE 33 STATE BOARD OF ELECTIONS
SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
CHAPTER 05 LOCAL BOARDS-ACQUISITION AND ACCEPTANCE
Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 Scope.

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

.02 Certification and Acceptance Contingency.

Each contract shall provide that:

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

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

.03 Governing Law.

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

.04 Incorporation by Reference.

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

.05 Political Contribution Disclosure.

Each contract shall require the vendor to comply with the disclosure requirements of Article 33, Title 14, Annotated Code of Maryland.

.06 Source Code Protection.

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

.07-.10 Reserved.

.11 Copy of Contract to State.

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

.12 Acceptance Testing.

A. Testing Required.

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

- (a) Is identical to the system certified by the State Board;
- (b) Is fully functional and capable of satisfying the needs of the board; and
- (c) Satisfies all requirements, terms, and conditions of the contract.

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

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

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

- (1) Process simulated ballots for each precinct or polling place in the county;
- (2) Accept valid votes in every ballot position enabled by the ballot format;
- (3) Reject over-votes and votes in invalid ballot positions;
- (4) Accumulate a quantity of votes in every ballot position equal to or greater than the expected maximum number of voters per device per system;
- (5) Process a total number of ballots equal to or greater than the maximum number of voters expected to participate in an election;
- (6) Generate a final election report and interim reports as required;
- (7) Generate system status and error messages;
- (8) Generate system audit records;
- (9) Comply with all applicable statutes, regulations, and procedures; and
- (10) Enable voters and operators to comply with all applicable statutes, regulations, and procedures.

CODE OF MARYLAND REGULATIONS
TITLE 33 STATE BOARD OF ELECTIONS
SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
CHAPTER 06 LOCAL BOARDS-IMPLEMENTATION AND USE
Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 Implementation Plan Required.

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

.02 Elements of Plan.

The implementation plan shall contain timetables and procedures for:

- A. System management;
- B. Training election directors and staff;
- C. Training election judges;
- D. Public education programs;
- E. Preventive maintenance;
- F. Storage requirements;
- G. Storage security;
- H. Parts and supplies;
- I. Election definition;
- J. Ballot definition;
- K. Deliveries to polls;

- L. Preelection testing;
- M. Election day troubleshooting;
- N. Opening polls;
- O. Voter assistance;
- P. Ballot box management;
- Q. Returning materials from polls;
- R. Precinct count;
- S. Aggregating precinct count;
- T. Central count;
- U. Ballot security;
- V. Ballot accounting;
- W. System verification; and
- X. System security.

.03 Approval of Plan.

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

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

- (1) Plan adequately addresses all functions required by Article 33, Annotated Code of Maryland, and this subtitle; and
- (2) Local board will not need to rely primarily on vendors to perform those functions.

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

.04 Public Education Program.

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

B. Minimum Component; Scope.

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

- (a) Preelection mailing to all households, with both written and graphic instructions on how to use the system; and
- (b) Demonstration in each polling place of how to use the system to vote.

(2) The program shall also be directed at:

- (a) Candidates;
- (b) Campaign groups;
- (c) Schools; and
- (d) News media.

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

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

.05 Changes to System.

A. Certification Invalidated. Except as otherwise specified in this regulation, any change to the hardware, firmware, or software of a certified voting system (including any improvement, upgrade, or patch) shall invalidate that system's certification and precludes the system's continued use until the system has been retested and recertified.

B. Waivers. On notice and application to the State Administrator, the State Administrator may waive the need for recertification, if the State Administrator is satisfied that the change:

- (1) Does not affect the overall flow of program control or the manner in which ballots are interpreted and vote data processed; and
- (2) Falls into one or more of the following classifications:

- (a) It is made for the purpose of correcting a defect, and test documentation verifies that the installation of the hardware change or corrected code does not result in any consequence other than the elimination of the defect,
- (b) It is made for the purpose of enhancing the utility of the system or adding additional audit or report generating capability,
- (c) It is made for the purpose of enabling interaction with other general purpose or approved equipment or computer programs and databases, and procedural and test documentation verifies that the interaction does not involve or adversely affect vote counting and data storage,
- (d) It is made for the purpose of enabling operation on a different processor or for the purpose of using additional or different peripheral devices, and the software is unaltered in structure and function.

TITLE 33 STATE BOARD OF ELECTIONS
SUBTITLE 09 VOTING SYSTEMS-CERTIFICATION AND GENERAL REQUIREMENTS
CHAPTER 07 COMPLIANCE AND DECERTIFICATION
Complete through Maryland Register Vol. 28 Issue 12, dated June 15, 2001

.01 Time Table.

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

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

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

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

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

.02 Compliance Responsibility.

A. Vendors.

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

(2) Before a vendor makes any attempt to market or otherwise distribute in this State any change to the hardware, firmware, or software of a certified voting system (including any improvement, upgrade, or patch), the vendor shall submit the proposed change to the State Board for certification or, as authorized in COMAR Search Term Begin 33.09. Search Term End 06, for waiver of certification. Failure to comply with this requirement may result in the system's decertification.

B. Local Boards.

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

(2) Before a local board buys or otherwise accepts any change to the hardware, firmware, or software of a certified voting system (including any improvement, upgrade, or patch), the local board shall verify with the State Board that the proposed change has been certified or, as authorized in COMAR Search Term Begin 33.09. Search Term End 06, that certification has been waived.

.03 Validation of Certification.

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

.04-.05 Reserved.

.06 Periodic Reviews.

The State Administrator shall periodically review each voting system used in this State to assure the:

- A. System's continued ability to perform all functions required by Article 33, Annotated Code of Maryland, and this subtitle; and
- B. Local board's continued ability to use the system without relying primarily on vendors.

.07 Required Decertification.

A. Notice of Deficiency. If, at any time, the State Administrator determines that a voting system fails to meet one or more of the standards in Article 33, §9-102(c)(1)(i), (ii), or (iii), Annotated Code of Maryland, the State Administrator shall notify all local boards and all known vendors of that particular system that, unless the deficiency is promptly corrected, the system will be referred to the State Board to have its certification for future sale and use in Maryland rescinded.

B. Contents of Notice. The notice shall:

- (1) Describe the deficiency; and
- (2) Provide system vendors and local boards using the system a reasonable opportunity to respond and implement steps to correct the deficiency.

C. Referral, Notice, and Hearing.

- (1) If the deficiency remains uncorrected, the State Administrator shall refer the matter to the State Board.
- (2) On receipt of the referral, the State Board shall schedule a public hearing and provide notice to known interested parties.
- (3) At the hearing, any interested party may submit testimony or documentation in support of or in opposition to the proposed

decertification.

D. Board Decision. If the Board determines that the voting system fails to meet one or more of the standards in Article 33, §9-102(c)(1)(i), (ii), or (iii), Annotated Code of Maryland, the Board shall decertify the system from all future sale and all future use in this State.

.08 Permissive Decertification.

A. Notice of Deficiency. If, at any time, the State Administrator determines that a voting system no longer merits certification, the State Administrator may notify all local boards and all known vendors of that particular system that the system will be referred to the State Board to have its certification for future sale or use in Maryland rescinded.

B. Contents of Notice. The notice shall:

- (1) Describe the reasons for the proposed decertification; and
- (2) Provide system vendors and local boards using the system a reasonable opportunity to respond and explain why the system should not be decertified.

C. Referral, Notice, and Hearing.

(1) If, on consideration of any responses, the State Administrator continues to believe that the system should be decertified, the State Administrator may refer the matter to the State Board.

(2) On receipt of the referral, the State Board shall schedule a public hearing and provide notice to known interested parties.

(3) At the hearing, any interested party may submit testimony or documentation in support of or in opposition to the proposed decertification.

D. Board Decision. If the Board determines that the voting system no longer merits certification, the State Board may decertify the system from:

- (1) All future sale in this State; and
- (2) Except as specified in Article 33, §9-103(c), Annotated Code of Maryland, all future use in this State.