



Office of General Services

**REQUEST FOR PROPOSALS (RFP) #2469 SOLICITED BY THE
NEW YORK STATE OFFICE OF GENERAL SERVICES ON BEHALF OF NEW YORK
STATE BOARD OF ELECTIONS**

For

Board of Elections Online Voter Registration Intake System

ISSUE DATE: JUNE 23, 2021

BID DUE DATE: AUGUST 13, 2021 @ 2:00 PM

Designated Contact:

Lee Amado

Voice: 518-473-7396

E-mail: Lee.Amado@ogs.ny.gov

Alternate Contact:

Erin Datri

Voice: 518-474-5981

E-mail: Erin.Datri@ogs.ny.gov

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1. Introduction

1.1 Overview

The New York State (NYS) Office of General Services (OGS) Agency Procurement Office, on behalf of the New York State Board of Elections (SBOE) is issuing this Request for Proposals (RFP) for the design, development, and implementation of a new Voter Registration Intake System, including Online Voter Registration (OVR), Automatic Voter Registration (AVR), and a Voter Registration Clearinghouse (VR Clearinghouse). The new Voter Registration Intake System will be an Azure cloud-based system that will complement the existing on-premises SBOE statewide Voter Registration system (NYSVoter) and other existing on-premises NYS systems.

NYS is a bottom-up state, meaning that counties are responsible for adding and maintaining voter records in a decentralized VR system with separate databases for each county. The existing NYSVoter system and the county VR systems will remain in use. The new Voter Registration Intake System will automate the transmittal of VR data to the individual county VR systems and databases, but it will not permanently store any VR data.

In January 2017, the U.S. Department of Homeland Security (DHS) designated the infrastructure used to administer the Nation's elections as critical infrastructure, which includes the Voter Registration Intake System. This system will implement the requirements of NYS Election Law <https://www.nysenate.gov/legislation/laws/ELN>.

1.2 About the SBOE and New York 2019, 2020, and 2021 Election Law

The SBOE is responsible for issuing instructions and promulgating rules and regulations relating to the administration of the election process, election campaign practices, and campaign financing practices, consistent with the provisions of law as set forth in the New York State Election Law, which can be viewed at <https://www.nysenate.gov/legislation/laws/ELN>.

Legislation passed under the State of New York 2019 Election Law directs that the SBOE shall establish and maintain an electronic VR transmittal system through which applicants may apply to register to vote online. The new law does not require the replacement of the NYSVoter system but adds a voter registration transmittal system. This procurement is targeted specifically to develop, test, implement, maintain, and support a new OVR system to comply with the new legislation, Title 8 Electronic Personal Voter Registration Process, from the State of New York 2019 Election Law outlines the following requirements:

Section 5-800. Electronic voter registration transmittal system

In addition to any other means of voter registration provided for by this chapter, the state board of elections shall establish and maintain an electronic voter registration transmittal system through which applicants may apply to register to vote online. The state board of elections shall electronically transmit such applications to the applicable board of elections of each county or the city of New York for filing, processing and verification consistent with this chapter. In accordance with technical specifications provided by the state board of elections, each board of elections shall maintain a voter registration system capable of receiving and processing voter registration application information, including electronic signatures, from the electronic voter registration transmittal system established by the state board of elections. Notwithstanding any other inconsistent provision of this chapter, applications filed using such system shall be considered filed with the applicable board of elections on the calendar date the application is initially transmitted by the voter through the electronic voter registration

transmittal system. Further, the legislation requires that the SBOE shall electronically transmit such applications to the applicable board of elections of each NYS county or city for filing, processing, and verification consistent with this chapter.

Section 5-802. Online voter registration application

1. *A voter shall be able to apply to register to vote using a personal online voter registration application submitted through the electronic voter registration transmittal system when the voter:*
 - *completes an electronic voter registration application promulgated by the state board of elections which shall include all of the voter registration information required by Section 5-210 of this article; and*
 - *affirms, subject to penalty of perjury, by means of electronic or manual signature, that the information contained in the voter registration application is true and that the applicant meets all of the qualifications to become a registered voter; and*
 - *consents to the use of an electronic copy of the individual's manual signature that is in the custody of the department of motor vehicles, the state board of elections, or other agency designated by sections 5-211 or 5-212 of this article, as the individual's voter registration exemplar signature, or provides such a signature by direct upload in a manner that complies with the New York state electronic signature and records act and the rules and regulations promulgated by the state board of elections.*
2. *The board of elections shall provide the personal online voter registration application in any language required by the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10503) in any county in the state.*
3. *The online voter registration application process shall provide reasonable accommodations to improve accessibility for persons with disabilities and shall be compatible for use with standard online accessibility assistance tools for persons with visual, physical or perceptive disabilities and shall conform with Web Content Accessibility Guidelines (W.C.A.G. 2.0 AA).*
4. *The state board of elections shall promulgate rules and regulations for the creation and administration of an online voter registration system pursuant to this section.*

The New York Automatic Voter Registration Act of 2020, as amended in 2021, establishes an automatic VR process integrated within designated agency applications. The full act can be found at: AVR amendment: <https://www.nysenate.gov/legislation/bills/2021/A2574>. Below is a summary of the Act's most relevant provisions.

Section 5-900. Integrated personal voter registration application required

5. The act reiterates the role of "designated agencies" (defined in the act) in collecting VR information as part of their processes and forwarding this information to SBOE. The agencies must collect all the data elements necessary to register a voter, including necessary attestations and electronic signatures. This information is required to be submitted through "the electronic voter registration transmittal system" established by the OVR legislation, including preregistration of 16 and 17-year-olds, pursuant to Section 5-507 of the Election Law.
6. The designated agencies and SBOE must accommodate paper integrated registration forms. These forms can be converted to an image file or a Portable Document Format (PDF) file, which are deemed the original form for VR and enrollment purposes. SBOE can require the inclusion of data elements and transmittal information with the form. Any necessary "electronic signatures," "record of attestation of the accuracy of the voter registration information," and relevant document images" must be transmitted to SBOE.

7. Designated agencies are required not to transmit to SBOE any application for registration for a person not eligible to register or who declines to register to vote. The act specifies the language to be used in the declination. Designated agencies cannot retain, use, or share citizen status information for any other purpose, except as required by law.
8. The act specifies required information and specific language that must be included on the registration form, including attestation language, warnings to noncitizens including potential penalties, cautions that if you do not register in a party you cannot vote in a primary, and a statement on what domestic violence victims need to do to keep their information confidential.
9. The designated agencies can only collect relevant information once for applicants, and only one signature (electronic or manual) is needed for the agency and VR applications, unless multiple signatures are required for the agency application. Designated agencies must not transmit to SBOE any information necessary for their application but not required for VR.
10. All designated agencies are required to enter an agreement with SBOE finalizing the format and content of the electronic submission. SBOE is required to issue written instructions for the agencies to implement the program. Designated agencies are required to take all actions that are necessary and proper for the implementation of the act, including “facilitating technological capabilities to allow transmission of data through an interface with the electronic voter registration transmittal system in a secure manner.”

Section 5-902. Failure to receive exemplar signature not to prevent registration

This section requires a county board of elections to process a registration application even if an exemplar signature is not available from NYSVoter or a state or local agency. It establishes a procedure to collect the exemplar signature from the applicant.

Section 5-904. Presumption of innocent authorized error

This subsection establishes a presumption of innocence if a person who is ineligible to vote fails to decline to be registered.

1.3 Designated Contact

In compliance with the Procurement Lobbying Law, Lee Amado, Contract Management Specialist 2, NYS Office of General Services, Division of Financial Administration has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email or voice for all inquiries regarding this solicitation.

Lee Amado, Contract Management Specialist 2
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-473-7396
Email: Lee.Amado@ogs.ny.gov

In the event the designated contact is not available; the alternate designated contact is:

Erin Datri, Contract Management Specialist 3
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Erin.Datri@ogs.ny.gov

For inquires related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Lori Brodhead, Compliance Specialist
 New York State Office of General Services
 MWBE and Community Relations
 Empire State Plaza, Corning Tower
 Albany, New York 12242
 Voice: 1-518-486-6866
 Email: lori.brodhead@ogs.ny.gov

For inquires related specifically to Service-Disabled Veteran Owned Businesses (SDVOB) provisions of this procurement solicitation, the designated contact is:

Anita Domanico
 New York State Office of General Services
 Division of Service-Disabled Veterans' Business Development
 Empire State Plaza, Corning Tower
 Albany, New York 12242
 Voice: 1-518-474-2015
 Email: Anita.Domanico@ogs.ny.gov

1.4 Key Events

The Table below outlines the tentative schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this solicitation.

Event	Date	Time
RFP Release	June 23, 2021	
Intent to Bid Due	July 9, 2021	
Bidder Questions Due	July 9, 2021	2:00 PM (EDT)
OGS Answer Issuance (Estimated)	July 23, 2021	
Bids Due	August 13, 2021	2:00 PM (EDT)
Bidder Presentations	September 13-21, 2021	
Contract Start Date	Upon OSC approval or November 1, 2021, whichever is later	

PLEASE NOTE: OGS will not accept any RFP responses received after the Bids Due deadline.

1.5 Mandatory Intent to Bid

All Bidders must submit their intent to bid by emailing the primary designated contact, Lee Ann Amado, at Lee.Amado@ogs.ny.gov by the date stated in **Section 1.4 - Key Events**. Please note that submitting an intent to bid does not obligate a vendor to participate; however, failure to submit an email expressing intention to bid does preclude a vendor from participation.

1.6 Minimum Bidder Qualifications

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified, and reliable Contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be a pre-requisite in order to be considered a qualified Bidder for purposes of the solicitation. Bidders not meeting the qualifications below will be disqualified. Bidders may not use a subcontractor's or any other entity's qualifications to meet requirements.

The following minimum requirements must be met by each Bidder:

1. **Experience:** Bidders must have demonstrable experience with, and provide verifiable proof of, at least three projects developing and implementing a cloud-based solution in Microsoft Azure with a similar number of applications, transactions, technical complexity, and security requirements as the project outlined within this RFP. The Bidder's experience must include:
 - a. Design and development of cloud-based solutions in Microsoft Azure.
 - b. Testing and implementation in a Microsoft Azure cloud environment.
 - c. Maintenance and support of cloud-based solutions in Microsoft Azure.
 - d. Implementation of National Institute of Standards and Technology (NIST) 800-53 security controls cloud-based solutions in Microsoft Azure.
2. **Continuity of Business Operation:** Bidders must have been in continuous business providing software and architecture design, software development, testing, implementation, maintenance, and support for mobile web apps deployed in a Microsoft Azure cloud environment for at least the past four years. Subcontractors, if any, must have at least two years of experience in one or more of these service areas.
3. **Foreign Investment or Ownership:** Bidders must certify that neither the Bidder nor any of its principal owners are registered with the U.S. Department of Justice under the Foreign Agents Registration Act.

1.7 Glossary of Terms

"**ACID**" shall mean atomicity, consistency, isolation, durability which are a set of properties of database transactions intended to guarantee data validity despite errors, power failures, and other mishaps.

"**ADFS**" shall mean Active Directory Federation Services.

"**ALM**" shall mean Application Lifecycle Management.

"**API**" shall mean Application Programming Interface.

"**AVR**" shall mean Automatic Voter Registration.

"**BC/DR**" shall mean Business Continuity and Disaster Recovery.

"**Bidder**", "**Proposer**", or "**Offeror**" shall mean any person, partnership, firm, corporation, or other authorized entity submitting a bid to the State pursuant to this solicitation.

"**CAPTCHA**" shall mean Completely Automatic Public Turning Test.

“**CBOE**” shall mean the county board of elections as defined in NYS Election Law section 1-104(26).

“**CDC**” shall mean Centers for Disease Control and Prevention.

“**CIO**” shall mean Chief Information Officer.

“**CIS**” shall mean Center for Internet Security.

“**CISM**” shall mean Certified Information Security Manager.

“**CISSP**” shall mean Certified Information System Security Professional.

“**Cloud Portability**” shall mean the ability of a system to interact with a cloud service or the ability for one cloud service to interact with other cloud services by exchanging information according to a prescribed method to obtain predictable results.

“**Co-Executive Directors**” are currently Robert A. Brehm and Todd D. Valentine of SBOE.

“**Commissioner**” shall mean the Commissioner of General Services or duly authorized representative.

“**Confidential Information**” shall mean information of which Contractor, its officers, agents, employees, and Subcontractors become aware during the course of performing services for the State shall be deemed to be Confidential Information (oral, visual, or written).

“**Consultant**”, any staff provided by the contractor or subcontractors performing work under any contract resulting from this solicitation.

“**Contractor**” shall mean a successful company awarded a contract pursuant to this RFP.

“**CONUS**” shall mean Continental United States.

“**COTS**” shall mean Commercial off-the-shelf.

“**COVID-19**” shall mean Coronavirus Disease of 2019.

“**CSP**” shall mean Cloud Service Provider.

“**CSS**” shall mean Cascading Style Sheet.

“**Data Portability**” shall mean a concept to protect users from having their data stored in silos that are incompatible with one another, i.e., closed platforms, thus subjecting them to vendor lock-in and making the creation of data backups difficult. Data portability requires common technical standards to facilitate the transfer from one data controller to another, such as the ability to export user data into a user-accessible local file, thus promoting interoperability, as well as facilitating searchability with sophisticated tools.

“**DDoS**” shall mean Distributed Denial of Service.

“**Designated Agencies**” shall mean the NYS and local government agencies that provide essential services to NYS citizens and have been identified to implement Automatic Voter Registration. Designated agencies are a source of voter registrations collected when citizens come to these agencies for their services.

“**DHS**” shall mean the U.S. Department of Homeland Security.

“**DMV**” shall mean the NYS Department of Motor Vehicles.

“**DNS**” shall mean Domain Name System.

“**EAC**” shall mean the U.S. Election Assistance Commission.

“EEO” shall mean Equal Employment Opportunity.

“EICAR” shall mean European Institute for Computer Antivirus Research.

“EISO” shall mean Enterprise Information Security Office.

“ERD” shall mean Entity Relationship Diagram.

“ES&S” shall mean Election Systems & Software, a Voter Registration System vendor for CBOEs.

“ETL” shall mean Extract, Transform, Load.

“FEIN” shall mean Federal Employer Identification Number.

“FIFO” shall mean First In, First Out.

“FIPS” shall mean Federal Information Processing Standard.

“FOIL” shall mean Freedom of Information Law.

“HTML” shall mean Hypertext Markup Language.

“IaaS” shall mean Infrastructure as a Service.

“ICR” shall mean Intelligent Character Recognition.

“IDS” shall mean Intrusion Detection Services.

“IP” shall mean Internet Protocol.

“Issuing Office” shall mean the Office of General Services, Department of Financial Administration.

“IT” shall mean Information Technology.

“ITS” shall mean New York State Office of Information Technology Services.

“JAD” shall mean Joint Application Design.

“MIT” shall mean Massachusetts Institute of Technology.

“MOTS” shall mean Modified off-the-shelf.

“MWBE” shall mean Minority and Women-Owned Business Enterprise.

“NASED” shall mean National Association of State Election Directors.

“NCOA” means the National Change of Address process that the USPS provides on an annual basis to identify voters whose addresses may have changed in the prior year. The file is a fixed format text file.

“NIST” shall mean National Institute of Standards and Technology.

“n-Tier” shall mean n-Tier Technology LLC, a Voter Registration System vendor.

“NTS” shall mean NTS Data Services, LLC, a Voter Registration System vendor for CBOEs.

“NVRA” shall mean the National Voter Registration Act.

“NYC” shall mean New York City.

“NYS” shall mean New York State.

“**NYSVoter**” shall mean the Statewide Voter Registration System hosted by NYS Board of Elections. This system is the aggregate of county-based voter registration information. This system is NOT being replaced.

“**NYSDOH**” shall mean New York State Department of Health.

“**NYSTEC**” shall mean New York State Technology Enterprise Corporation.

“**OCR**” shall mean Optical Character Recognition.

“**OGS**” shall mean the New York State Office of General Services.

“**OSC**” shall mean the Office of the New York State Comptroller.

“**OTDA**” shall mean the Office of Temporary and Disability Assistance.

“**OVR**” shall mean Online Voter Registration.

“**OWASP**” shall mean Open Web Application Security Project.

“**PaaS**” shall mean Platform-as-a-Service – A type of cloud computing offering in which a service provider delivers a platform to clients, enabling them to develop, run, and manage business applications without the need to build and maintain the infrastructure such software development processes typically require.

“**PDF**” shall mean Portable Document Format.

“**PII**” shall mean Personally Identifiable Information.

“**PMBOK**” shall mean the Project Management Body of Knowledge.

“**PMI**” shall mean the Project Management Institute.

“**PMP**” shall mean Project Management Professional.

“**REST**” shall mean Representational State Transfer.

“**RFP**”, “**Requests for Proposals**” or “**RFP**” shall mean this document.

“**RPO**” shall mean “Recovery Point Objective.

“**RTO**” shall mean Recovery Time Objective.

“**RWD**” shall mean Responsive Web Design.

“**SBE**” shall mean Small Business Enterprise.

“**SBOE Chief Information Officer**” is currently William D. Cross.

“**SDK**” shall mean Software Development Kit.

“**SDVOB**” shall mean Service-Disabled Veteran-Owned Business.

“**SIEM**” shall mean Security Information and Event Management.

“**SLA**” shall mean Service Level Agreement.

“**SME**” shall mean Subject Matter Expert.

“**SOAP**” shall mean Simple Object Access Protocol.

“**SSL**” shall mean Secure Sockets Layer.

“**State**” shall mean The People of the State of New York which shall also mean the New York State Office of General Services (OGS) as well as the New York State Board of Elections (SBOE).

“State Board” or **“SBOE”** shall mean New York State Board of Elections.

“State Board Commissioners” are currently Anthony J. Casale, Douglas A. Kellner, Peter S. Kosinski and Andrew J. Spano of New York State Board of Elections.

“Subcontractor” shall mean a third-party Contractor hired by the Contractor to perform services pursuant to this solicitation.

“UAT” shall mean User Acceptance Testing.

“UID” shall mean Unique Identifier.

“USPS” shall mean the United States Postal Service.

“VR” shall mean Voter Registration.

“VR Clearinghouse” shall mean the Voter Registration Clearinghouse.

“VR Systems” shall mean the County Voter Registration Systems.

“WCAG” shall mean Web Content Accessibility Guidelines.

2. Project Overview

2.1 Project Background

SBOE is contracting for the design, development, and implementation of a new Voter Registration Intake System, including Online Voter Registration (OVR), Automatic Voter Registration (AVR), and a Voter Registration Clearinghouse (VR Clearinghouse), as detailed in this document. The Voter Registration Intake System will include the following components:

1. OVR, which will allow NYS citizens to register to vote via a mobile-friendly web app.
2. AVR, which will allow designated agencies to submit VRs electronically or via paper forms.
3. VR Clearinghouse, which is a transmittal system that will bundle the VR data and connect with existing NYS systems.

2.2 Project Scope of Work

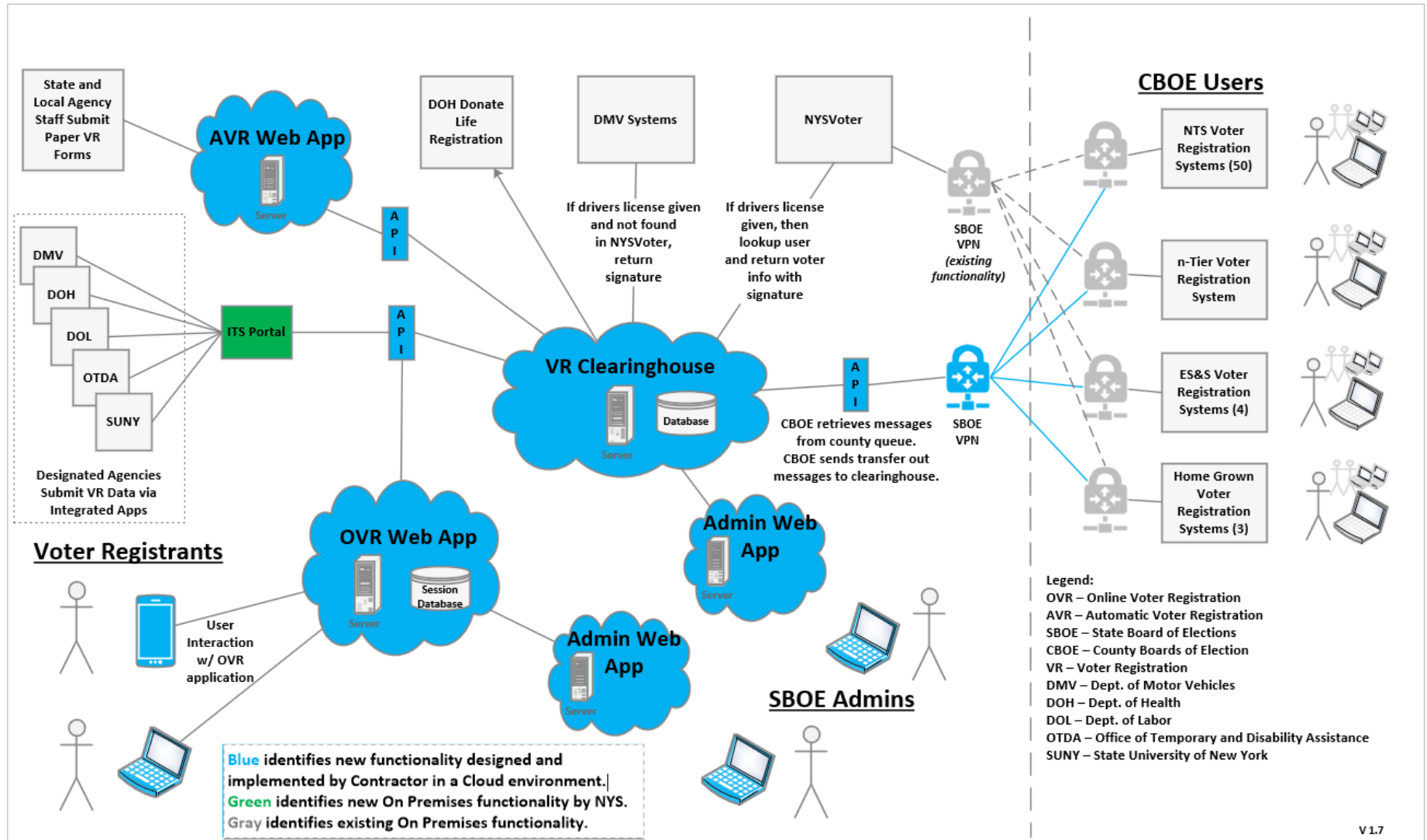
SBOE is contracting for the design, development, and implementation of a new Voter Registration Intake System. It is the intent of these specifications to provide all requirements complete in every respect. The Contractor understands that details of development not explicitly stated in these specifications, but are necessarily attendant thereto, are included herein. The contracted services will include:

1. Designing the system architecture and capacities;
2. Designing and building the Voter Registration Intake System;
3. Installing and testing the software in the Microsoft Azure cloud environment (contracted separately by SBOE);
4. Conducting User Acceptance Testing (UAT) with SBOE users and stakeholders;
5. Providing knowledge transfer, training, and system documentation;
6. Supporting the implementation and Go Live for all services; and
7. Providing support and warranty services for a period of time after Go Live.

The Voter Registration Intake System, referred to hereafter as the System, will be designed, developed and deployed in a Microsoft Azure cloud environment that will be procured separately by SBOE through an existing NYS contract. The system must be designed and implemented using open standards-based solutions to support cloud and data portability, as well as Business Continuity and Disaster Recovery (BC/DR) as more completely described in **Section 3.4 - Functional and Technical Requirements**.

The System will interface with existing county Voter Registration (VR) systems, the existing NYSVoter application, the existing DMV system, and other NYS agency systems. The System will enable NYS citizens to register to vote via a mobile-friendly web application (web app) and will enable automatic voter registration when citizens apply to NYS agencies for other services. [Figure 1](#) illustrates the new System and the required interfaces with existing systems and users.

Figure 1, Voter Registration Intake System Overview



This project will implement the VR enhancements that were defined in the new election legislation. The project objectives include developing new online capabilities to transmit VR data to the counties, which are responsible for verifying and entering voter data into their individual voter registration systems. Those systems then transmit the data to a central NYSVoter database that is managed by SBOE. A key objective is to allow a voter registrant to securely submit personal information through a mobile-friendly device and, if their signature is already on file in an existing NYS system, to transfer that information to the respective county. This project will also provide a method for voter registrants to submit a signature through the mobile-friendly device. If a registrant's signature is not already on file, and if none is submitted through the mobile-friendly device, the registrant's personal information is sent to the appropriate County Board of Election, which will contact the registrant to obtain a signature.

AVR will allow designated agencies to submit VRs electronically or via paper forms. For electronic submittal, the designated agency will have an integrated registration process that collects the registrants' data for both agency services and VR. Registrants will be allowed to opt out of VR. The designated agency's registration system will transmit only the VR data to the VR Clearinghouse for processing and forwarding to the appropriate County Board of Elections (CBOE). Paper forms will also be allowed, and AVR must provide the capability for agency staff to upload a PDF or image file of the VR information with related registration data.

The VR Clearinghouse will be the transmittal and processing system that receives input from the web apps, receives information from the existing NYSVoter and DMV systems, sends data to the NYSDOH Donate Life system, and sends VR data to a queue for the CBOE VR systems to retrieve when requested. Queries to NYSVoter and DMV systems will be done at runtime, not as batch processes.

The VR Clearinghouse will include a transaction database and an audit/logging database that will store transaction data and logs for a specific time period to be defined during the JAD sessions. Data and logs will have a prescribed schedule to be purged. The existing NYSVoter database will remain the central repository of VR data. The VR Clearinghouse admin web app will allow processing the annual National Change of Address (NCOA) files obtained from Anchor Computer for the USPS. These files contain address changes for registered voters. This information will be transmitted to the counties for final processing via the VR Clearinghouse. This will be a new process for handling NCOA data through the VR Clearinghouse.

2.3 Technology Approaches

SBOE will consider Technology Approaches including:

1. New development solutions

The bidder may propose developing a new solution to meet the requirements defined in the RFP. SBOE requires any new development software to be deployed in Azure.

2. COTS/MOTS solutions

It will be the responsibility of the Bidder to secure all required COTS/MOTS licensing. SBOE requires any COTS/MOTS solution to be deployed in Azure.

3. Open source solutions

It will be the responsibility of the Bidder to secure all required open source software and ensure that the code is licensed under the Massachusetts Institute of Technology (MIT) license or other standard open source initiative approved license type. SBOE requires any open source software to be deployed in Azure.

4. Customized solutions developed for other clients

Software solution developed for another client: If the Bidder uses previously developed code, it will be the responsibility of the Bidder to obtain authorization to reuse the code including any licensing, permission and/or ownership. This authorization must be secured in advance from the prior code owner and must be clearly stated in the Technical Proposal. SBOE requires any customized solution to be deployed in Azure.

Bidder shall clearly explain ownership and licensing of any proposed software during the project and after the contract ends. Bidder shall also address whether source code and other artifacts will be held in escrow or delivered to the State during the project, and ownership of Intellectual Property (IP) rights at the end of the project. Bidder shall attest to having the rights and permissions to use this software for the SBOE.

Regardless of the technical approach, ownership and licensing of all software included in the solution must be transferable to SBOE.

2.4 Business Processes Impacted

The NYS VR process will be significantly improved, and the current use of paper-based registration forms will be substantially reduced with the implementation of OVR. Errors from manual data entry should also be reduced. AVR will improve the VR process used by designated agencies and will change it from an opt-in to an opt-out process. The designated agencies reporting process will be automated and greatly improved with this project. The manual processing of NCOA files by SBOE will be significantly improved. It is envisioned that the processing of NCOA files at the county level will be improved as well.

2.5 Customers/End Users Impacted

NYS citizens will benefit from greater convenience with online VR, and the time to process registrations will be substantially reduced. Staff at CBOEs will benefit from electronic data submittal and reduced manual data entry from paper-based registration forms. Staff at designated agencies will benefit from an improved process that relies less on paper and is more automated.

2.6 Existing System Description

Today, approximately 95% of VRs come from the DMV through online, paper, or in-person drivers licenses, permits, and vehicle registrations. Additional VRs come via paper registration forms submitted through designated agencies and registrations submitted to individual CBOEs.

CBOEs are responsible for voter registration within their jurisdictions, and data is maintained in dedicated county Voter Registration systems that are the official systems of record for voter data. There are currently three vendors contracted by the CBOEs to operate and support voter

registration systems and three counties that have their own Information Technology (IT) departments to operate and support their VR systems.

SBOE maintains a central VR database, NYSVoter, which aggregates VR data that is uploaded from each of the county VR system and includes voter signatures.

All existing systems will remain and are not being replaced.

2.7 Project Stakeholders

The following is a brief description of the stakeholders for this project. Management of and communication with the Project Stakeholders will be the responsibility of the SBOE Project Manager (PM).

Cloud Service Provider (CSP) – Cloud services will be provided by Microsoft Azure under separate contract with NYS. The Contractor will work collaboratively with the CSP to achieve the project objectives.

County Boards of Elections (CBOEs) – There are 58 CBOEs that implement NYS election services. CBOEs are guided by the State of New York Election Law and get direction from the SBOE through rules and regulations.

County Voter Registration System Vendors – There are currently three vendors contracted by the CBOEs to operate and support VR systems: NTS Data Services supports 51 county VR systems; n-Tier supports the five NYC counties via one VR system; and ES&S supports four county VR systems.

Counties Self-Supporting their Voter Registration Systems – There are currently two counties that have their own IT departments to operate and support their VR systems. These counties are Essex and Suffolk.

New York State Department of Health (NYSDOH) Donate Life – The Department of Health provides the Donate Life voluntary organ and tissue donation program. OVR and AVR will allow citizens to register for the Donate Life program at the same time they register to vote. The new system will send Donate Life registration data to a secure internet connected server operated by NYSDOH.

Department of Motor Vehicles (DMV) – Approximately 95% of VRs come through the DMV when citizens are obtaining driver licenses, permits, and vehicle registrations. The DMV database will be used to verify personal information and to provide signatures for online VR applicants who provide a DMV ID #.

Designated Agencies – The designated agencies that must modify their processes for AVR and the anticipated implementation dates are included below. Today, citizens can “opt in” to register to vote when they are applying for or updating services from NVRA agencies. Automatic Voter Registration (AVR) changes this process so citizens will be automatically registered to vote when they apply for or update any designated agency services unless they choose to “opt out” and not register to vote. There will be an annual review that could result in additional agencies being included in the future.

Agency:	Implementation Date:
Department of Motor Vehicles	January 1, 2023
Department of Health Office of Temporary and Disability Assistance Department of Labor Vocational and Educational Services for Individuals with Disabilities County and City Departments of Social Services New York City Housing Authority	January 1, 2024
State University of New York	January 1, 2025

NYS citizens – NYS citizens are the ultimate beneficiaries of this project, as it will make it easier and more convenient for them to register to vote and will allow them to change any of their registration data online.

New York State Technology Enterprise Corporation (NYSTEC) – SBOE has contracted with NYSTEC for project management, technical and security consultation services, and quality assurance for this project.

NYSVoter – NYSVoter is the central voter registration database operated by SBOE. NYSVoter will be used to verify personal information and to provide signatures for VR applicants who are already registered to vote.

State Board of Elections (SBOE) – SBOE is the project sponsor and will be responsible for oversight, approval of all deliverables, and final acceptance of the new Voter Registration Intake System. There are several departments within SBOE that will have a role in this project, including: Election Operations, Public Information/NVRA, Counsel/Compliance, and Information Technology.

2.8 Project Management

Project management is defined as the communication mechanisms, controls, tasks, and procedures that the Contractor will use to manage all the tasks identified in the RFP. It is the discipline that employs the Contractor’s knowledge, skills, and abilities to achieve project goals.

The Contractor will be required to comply with project management methodology and standards that are aligned with the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK). The Contractor will work with the SBOE PM to produce project management-related documentation as requested.

The SBOE project will be managed by the project phases as defined in Table 1 – Project Schedule. NYS follows the project management methodology, as documented in the PMI PMBOK, and the Contractor shall implement the NYS project management methodology.

1. **Scope Management** – The Contractor is responsible to manage its work scope as described in this RFP. Any scope changes, either additions or deletions, shall be documented and presented to the SBOE PM for evaluation. See #3 Change Management below in this section.
2. **Schedule Management** – A detailed project schedule of the Contractor’s work scope shall be developed and maintained. This schedule shall include a detailed work breakdown structure for each project phase and include Contractor resource assignments.
3. **Change Management** – Any proposed scope changes shall be documented on the Contractor’s change management form and shall describe the reason for the change and impacts to schedule, staffing, and cost. All change management forms shall be submitted to the SBOE PM for evaluation. Proposed changes may be approved, rejected, or placed on hold. The Contractor shall maintain a list of proposed changes and dispositions.
4. **Risk Management** – The Contractor shall maintain a risk log that describes project risks and assesses their probability, likely impact, and possible mitigation steps. Project risks shall be communicated to the SBOE PM, immediately when identified, and shall be reported during weekly and monthly project status reports and meetings.
5. **Resource Management** – The Contractor shall maintain a staffing plan that defines its staff, their positions, roles, and responsibilities. Any changes to the Contractor resources shall be reported during weekly project status reports and meetings.
6. **Quality Management** - The Contractor PM shall work closely with the SBOE PM on the definition and review of all contract deliverables. SBOE will have a separate quality assurance Contractor who will independently review all project artifacts and deliverables.

3. Project Details

3.1 Contractor Responsibilities

The Contractor’s responsibilities will include, but not be limited to, the following. Specific project deliverables are detailed in **Section 3.8 - Project Deliverables**.

1. Provide a team of experienced and skilled personnel who work together professionally and are committed to achieving the project scope of work in the prescribed schedule.
2. Ensure that all Contractor personnel have met requirements for background checks and security training in accordance with Section 3.10 Background Checks , 800-53 Security and Privacy Controls (https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf) and the NIST Cybersecurity Framework (https://fas.org/sqp/crs/misc/IF10677.pdf).
3. Prepare a detailed project management plan and associated Microsoft Project work plan/schedule that describes all tasks needed to complete the project.
4. Conduct requirements validation or Joint Application Design (JAD) meetings with SBOE staff and other stakeholders to fine-tune and verify all requirements for the OVR web app, AVR web app, Clearinghouse, Admin web app, technical architecture, and interfaces. Exhibit G – Preliminary Voter Registration Functional Requirements includes preliminary OVR/AVR Clearinghouse requirements that the Contractor shall use as a starting point for the JAD sessions. The Contractor shall prepare separate requirements documents so reviews and approvals can be done incrementally, to expedite the schedule. For example, the requirements could be divided into OVR, AVR, Clearinghouse, and Admin functionality. SBOE shall review and approve the final requirement documents prior to the Contractor proceeding with design and development of the related system functionality.
5. Design and document the entire system architecture for the web apps and the VR Clearinghouse, including all interconnections to existing and new systems.
6. Design and document the entire system architecture to meet the system capacities and throughput required for the VR Clearinghouse and all interconnections to existing systems. Preliminary capacity data is provided in Exhibit H - Required Deliverable Expectation Documents , which should be used as a starting point.
7. Perform software design and development for the OVR web app, including all functional requirements and use cases. OVR will be available in five languages, including English, Spanish, Chinese, Bengali, and Korean, although all input to the web app will be in English. Multiple languages shall be implemented in a manner to easily facilitate future changes (for example table or database-driven formats). The OVR web app shall attempt to determine the default language setting in the user’s browser and automatically display the webpages in that language. If the default language does not match one of the provided languages, English will be displayed. Exhibit E - Preliminary OVR Web Application Screen Mockups includes preliminary OVR web app screen mockups that will

<p>be used as a starting point. SBOE will provide translation of the web app screen wording.</p>
<p>8. Ensure that the OVR and AVR web apps meet accessibility requirements in accordance with WCAG 2.0 Level AA. SBOE will use an independent organization to conduct accessibility testing. The Contractor must correct any deficiencies prior to SBOE final acceptance as defined in Section 3.9 Acceptance of Deliverables.</p>
<p>9. Perform software design and development for the AVR web app, including all functional requirements and use cases. AVR will be available in one language—English. Exhibit F - Preliminary AVR Web Application Screen Mockups includes preliminary AVR web app screen mockups that will be used as a starting point.</p>
<p>10. Perform software design and development for the VR Clearinghouse, including all functional requirements, use cases, and interconnections to new or existing systems.</p>
<p>11. Perform software design and development for the Admin functionality that will enable configuration changes; screen text changes; drop-down list edits including, at a minimum, party changes, running periodic reports, reviewing county voter registration queues for delayed retrievals, processing of annual NCOA files, and monitoring transactions and interface volumes. The NCOA file is a fixed format with fields that will be used to determine if the voter has moved and the CBOE needs to be notified.</p>
<p>12. Conduct a JAD session to define the common data exchange requirements and specifications for all interfaces (NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces. https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-102.pdf) with the County Voter Registration System Vendors. This task shall be done early in the Software and Architecture Design phase so the requirements and specifications can be provided to the County Voter Registration System Vendors for their implementation. It is envisioned that there may be multiple message types sent to the CBOEs. At a minimum, message types will include new voter registrations, NCOA records, and voter transfers.</p>
<p>13. Conduct a JAD session with the IT departments of CBOEs that maintain their own VR systems (currently Essex, Suffolk, Schoharie), to test and implement the new services. These CBOE IT staff shall participate in the JAD session with the County Voter Registration System Vendors to define the common data exchange requirements and specifications (The Contractor shall implement NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces. https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-102.pdf). This task shall be done early in the Software and Architecture Design phase so the requirements and specifications can be provided to the CBOE IT departments for their implementation.</p>
<p>14. Conduct a JAD session with the CSP and SBOE to design, implement, and test the new services. The CSP will be contracted through a separate procurement mechanism with SBOE. The Contractor shall include the CSP in JAD meetings</p>

as appropriate to finalize the requirements and specifications of the architecture design.
15. Conduct a JAD session with DMV to review needed data elements, use cases, and interface specifications that are needed for DMV to implement changes to their system and to participate in testing the new services.
16. Conduct a JAD session with NYSDOH Donate Life to review needed data elements, use cases, and interface specifications that are needed for NYSDOH to implement changes and participate in testing the new services.
17. Review results of load testing of the app conducted in the UAT/staging cloud environment. Load testing will be conducted by an independent third party, contracted by SBOE, to verify the system capacities. Based on the load test results, the Contractor shall make any needed system changes.
18. The software developed for this project will be subjected to external analysis and penetration testing by an organization of the SBOE's choosing, which may occur at the planning stage, during implementation, as a verification of proper implementation, or during operations. The Contractor shall make any needed system changes to correct all deficiencies identified during this testing.
19. Develop and implement a test plan for the web apps, the VR Clearinghouse, and all interfacing systems.
20. Develop and implement a security plan for the web apps, the VR Clearinghouse, and all interfacing systems.
21. Install and test all code, files, and libraries in the cloud environments.
22. Provide on-site support in Albany to SBOE staff during the UAT period.
23. Provide knowledge transfer, training, procedures and system documentation to SBOE staff for the web apps, the VR Clearinghouse, and all interfaces. This shall be done throughout all phases of the project and increase during the post-Go-Live support and warranty period. Knowledge transfer shall include several recorded question and answer sessions given by the Contractor's development team for the SBOE development team. This shall include procedural documentation for production release process (staging, push to production, smoke tests, etc.).
24. Provide support and warranty of the web apps, VR Clearinghouse, and all interfaces after production deployment. This shall include, at a minimum, correcting all reported defects, associated testing (including security and regression), and deployment of code updates. Defect fixes and testing shall be done at no cost to SBOE. During this period, there shall be quarterly releases that must be scheduled and coordinated with SBOE, as well as emergency fixes when needed. Quarterly releases shall include any required defect fixes and any SBOE approved enhancements (processed through change management). Documentation must be updated and provided for SBOE review and approval prior to all changes.
25. Facilitate and support a transition of responsibilities to enable SBOE IT staff to maintain the web apps, the VR Clearinghouse, and all interfaces after the support and warranty period.

<p>26. The Contractor shall be fully responsible for the performance of work by its staff and by its Subcontractors' staff, and OGS reserves the right to request removal of any Contractor staff or Subcontractor staff if, in SBOE's discretion, such staff is not performing in accordance with this RFP.</p>
<p>27. The Contractor specifically represents, agrees, and warrants that its members, officers, employees, agents, servants, consultants, shareholders, and Subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties and services performed hereunder.</p>
<p>28. The Contractor and its employees must comply with the requirements of §73 and §74 of the Public Officers Law, other state codes, rules, regulations, and any executive orders establishing ethical standards for the conduct of business with New York State. In signing the Agreement, the Contractor certifies and warrants full compliance with those provisions for any present or future dealings, transactions, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply may result in disqualification from bidding processes, termination of the Agreement, and/or other civil or criminal proceedings as required by law.</p>
<p>29. Contractor warrants, covenants, and represents that it shall comply fully with Exhibit A – Data Security Terms and Conditions</p>

3.2 Project Business Requirements

SBOE has identified, and the Contractor is responsible for delivering, the following Business Requirements for the new System that will be implemented through this project.

Online Voter Registration (OVR) – OVR will allow citizens to register to vote conveniently via a mobile-friendly web app that is accessible from a smart phone, tablet, or PC browser. The web app will collect the required VR data and submit it to the respective CBOE via the cloud-based VR Clearinghouse. The web app will allow a citizen to upload a signature or obtain a signature already on file with the SBOE or DMV. The web app will also collect data for a citizen to register for the NYSDOH Donate Life program. The web app will be available in five languages, including English, Spanish, Chinese, Bengali, and Korean, although all input to the web app will be in English. SBOE will provide translation of the OVR web app screen wording. **Exhibit E** includes preliminary OVR web app screen mockups. These preliminary screens are to be reviewed and finalized by the Contractor during the requirements and approvals phase. This web app does not require user authentication.

The OVR web app will be developed, demonstrated, and supported on smart phones (Android and iOS), tablets (Android and iOS), and web browsers (Internet Explorer, Edge, Chrome, Firefox, Safari – supported versions to be specified by SBOE). The OVR web app must comply with the following New York State Enterprise IT Policy NYS-P08-005 Accessibility of Web-based Information and Applications:

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-

based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by a third-party contractor and the results of such testing must be satisfactory to NYS Board of Elections before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

Automatic Voter Registration (AVR) – AVR will allow citizens who apply for services at designated agencies to be automatically registered to vote — unless they opt out. There will be two methods for submitting AVR voter registration data:

1. A web application that will allow agency staff to submit paper VR forms as PDF or image files along with required metadata. The AVR web app will require user authentication using an existing NYS service based on OAuth2/OIDC standards and MFA. No Optical Character Recognition (OCR) or Intelligent Character Recognition (ICR) functionality is required.
2. Integrated online application processes that will transmit data via an API and queue provided by the VR Clearinghouse. This is a new process to be developed for AVR and processing the data received by the VR Clearinghouse incoming queue is a responsibility of the contractor. However, design and modifications to designated agencies' online application processes are not in scope for this RFP and will be done by those agencies or NYS ITS.
3. The AVR web app will be developed, demonstrated, and supported on web browsers (Internet Explorer, Edge, Chrome, Firefox, Safari - supported versions to be specified by SBOE). The AVR web app will be used by NYS agency staff and, thus, will not be a public-facing application. The AVR web app must comply with the New York State Enterprise IT Policy NYS-P08-005 Accessibility of Web-based Information and Applications as described above. **Exhibit F** includes preliminary AVR web app screen mockups. These preliminary screens are to be reviewed and finalized by the Contractor during the requirements and approvals phase.

Inter-county Voter Transfers – Transfers of registered voters are initiated by one of the affected CBOEs — either the county the voter is leaving (the “From County”) or the county the voter has moved to (the “To County”). Transfers that are initiated by the “To County” will be handled as they currently are, by the county VR system and NYSVoter. Transfers that are initiated by the “From County” will be handled through the VR System with a transaction processed through the Clearinghouse. Intra-county voter transfers (moves within a county) are handled within the existing county VR systems.

VR Clearinghouse – The VR Clearinghouse will be a cloud-based transmittal system that receives voter data via APIs from the new web apps and interfaces with several existing NYS systems, including NYSVoter, DMV, and NYSDOH. The VR Clearinghouse will also receive requests from the CBOE VR systems, to provide VR data on a timed basis or by a manual request. The VR Clearinghouse will also provide the applicable portions of NCOA data to the CBOE VR systems for further processing.

Admin Web Applications

The solution will require administrative interfaces including:

1. OVR Administration Web Application – The OVR admin web app must be created to allow SBOE administrators to perform system changes, update configurations, make needed screen text changes, and perform other admin and maintenance functions defined in the final requirements. The OVR admin web app will also be used to produce periodic and ad hoc reports about OVR transactions, and to produce data in response to Freedom of Information Law (FOIL) requests. The OVR admin web app must provide role-based access to the various functionality. The OVR Admin web app will be developed, demonstrated, and supported on web browsers (Internet Explorer, Edge, Chrome, Firefox, Safari - supported versions to be specified by SBOE). User authentication shall be done with Microsoft's Active Directory Federation Services (ADFS) and include multifactor authentication.
2. Clearinghouse Administration Web Application – The Clearinghouse admin web app must be created to allow SBOE administrators to perform system changes, update configurations, process NCOA files, and perform other admin and maintenance functions defined in the final requirements. The Clearinghouse admin web app will allow SBOE administrators to submit the annual NCOA files to the Clearinghouse which will parse the data and submit it to the respective county VR systems. The Clearinghouse admin web app will also be used to produce periodic and ad hoc reports about OVR, AVR, and Clearinghouse transactions, and to produce data in response to FOIL requests. The Clearinghouse admin web app must provide role-based access to the various functionality. The Clearinghouse Admin web app will be developed, demonstrated, and supported on web browsers (Internet Explorer, Edge, Chrome, Firefox, Safari - supported versions to be specified by SBOE). User authentication shall be done with Microsoft's ADFS and include multifactor authentication.

Responsive Web Design (RWD) – The software developer shall use an RWD approach to make web pages render on a variety of devices and window or screen sizes. Content, design, and performance are necessary across all devices to ensure usability and user satisfaction. All web apps shall be designed to automatically adjust and adapt to any device screen size, whether a desktop, laptop, tablet, or mobile phone.

Accessibility – The OVR and AVR web applications shall provide reasonable accommodations to improve accessibility for persons with disabilities and shall be compatible for use with standard online accessibility assistance tools for persons with visual, physical, or perceptive disabilities (in accordance with Web Content Accessibility Guidelines [WCAG] 2.0 Level AA). <https://www.w3.org/WAI/WCAG2AA-Conformance>

System Security – The Contractor shall comply with **Exhibit A – Data Security Terms and Conditions** and shall be responsible for ensuring that the appropriate security measures are put in place to protect the new system from intrusions and other attacks, as well as for safeguarding the confidentiality, integrity, and availability of data. This includes data while it is created, entered, processed, communicated, transported, disseminated, temporarily stored, and disposed of. Any unauthorized breach/access, theft, or release of NYS data shall be immediately disclosed to OGS and SBOE. The State also reserves the right to conduct periodic risk assessments.

Cloud Service Provider (CSP) - SBOE will contract separately for Microsoft Azure for cloud infrastructure services for the new Voter Intake Registration System. SBOE will procure PaaS and IaaS services, which is expected to include development tools, database management, business analysis, operating systems, servers and storage, networking firewalls/security, and data center physical plan services. See reference information about PaaS here:

<https://azure.microsoft.com/en-us/overview/what-is-paas/>; and IaaS here: <https://azure.microsoft.com/en-us/overview/what-is-iaas/>

Cloud Environments – The Contractor shall develop and support four environments in the cloud: Development, QA, UAT/Staging and Production. All environments shall be implemented prior to Go Live, and the code and test data shall be managed across all environments. It is expected that the Development, QA, and UAT/Staging environments will connect to Test environments for the existing systems, including DMV, NYSVoter and NYSDOH Donate Life.

Cloud Development Environment - The Contractor shall utilize an Azure DevOps environment provided by SBOE as a source code repository and for any required Continuous Integration (CI) and/or Continuous Deployment or Continuous Delivery (CD) pipelines.

Audit/Logging Database – This audit/logging database will be used to maintain an audit of all actions by the users, system activities, security events, and recording of any errors needed for triage/debugging of potential issues.

Interfaces to External Systems – The Contractor shall implement interfaces with multiple external systems via webservices, including DMV, NYSVoter, NYSDOH Donate Life, and county-based VR systems. The following table describes the external systems with which the Voter Registration Intake System will interface.

External System Interfaces				
System	Purpose	Type	Data Flow	Description
NYSVoter	NYS Board of Election central database that aggregates county voter registration data.	Web Service	Query/Retrieval (real time)	Web Service calls to query and retrieve voter information and signature, if available.
DMV	Department of Motor Vehicles driver registration records.	Web Service	Query/Retrieval (real time)	Web Service call to query and retrieve voter signature, if available.
DOH Donate Life	Donate Life registration information is collected on voter registration forms and transmitted to DOH.	TBD	Outgoing Queue	Data for Donate Life will be sent to DOH via a method TBD.
ITS Portal	NYS ITS will be responsible to implement a new portal to receive AVR data from ITS-hosted Designated Agencies (new).	Web Service	Incoming Queue	Automatic Voter Registration data from Designated Agencies supported by NYS ITS will submit information to the ITS Portal which will aggregate and send data to the VR Clearinghouse.

System	Purpose	Type	Data Flow	Description
Designated Agencies	Non-ITS hosted agencies will collect and forward AVR data to VR Clearinghouse (future).	Web Service	Incoming Queue	Automatic Voter Registration data will be received from Designated Agencies not hosted by ITS. NOTE: There are no non-ITS Designated Agencies at this time.
County VR Systems	County VR systems will receive and process voter registration data from the Intake System.	Web Service	Outgoing Queue	County VR system will retrieve Voter Registration data from queue for processing by the local system.
	County transfers a voter to new county.	Web Service	Incoming Queue	County VR system will forward Voter Registration data for Transfer to another CBOE.

The interfaces and messaging shall comply with NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces.

<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-102.pdf>

Application Lifecycle Management (ALM)TM by MicroFocus – SBOE uses ALM for requirements management, test planning, functional testing, user testing, and user acceptance testing. Contractor should use this tool but may use another tool provided the history can be transferred to ALM prior to the transfer to SBOE.

System Monitoring – Monitoring the OVR/AVR Clearinghouse system will be a collaborative effort including the Contractor and SBOE. The Contractor’s monitoring role shall include, at a minimum, implementing monitoring of Azure solution performance and availability, observing for security events or unusual activity, automated monitoring of network traffic patterns for unusual or abnormal activity, automated monitoring of source Domain Name System (DNS) for unusual or abnormal activity, analyzing historical log data, and reporting appropriately to SBOE. SBOE uses Splunk for security monitoring, and this tool will be extended over the cloud implementation by SBOE. SBOE uses CloudFlare to publish applications and SBOE will publish OVR/AVR Clearinghouse applications in the same manner. Contractor will be responsible for ensuring that all security events from OVR/AVR Clearinghouse system are available for ingestion by Splunk.

Performance Metrics – The Contractor shall be responsible for preparing a Performance Metrics Plan in collaboration with SBOE. Metrics are expected to include system performance measurements to monitor the Voter Registration Intake System and business metrics that will allow SBOE to track VR sources over the entire contract period. The Contractor shall submit monthly reports of system performance and metrics, including comparison to the Capacity Plan.

SBOE uses Google Analytics for metrics. The Contractor shall transition all reports so SBOE is able to continue producing the reports after the contract ends.

Documentation – The Contractor shall provide all documents defined in the deliverables for each project phase. This shall include all documents needed to transition responsibility for maintenance and support of the new Voter Registration Intake System to SBOE IT staff during the support and warranty period.

3.3 Ownership/Title to Project Deliverables

For the purposes of this solicitation, all documentation, in any format, including but not limited to plans, processes, drawings, guidelines, best practices, and reports created or developed by the Contractor on behalf of SBOE and in fulfillment of the project deliverables as specified in this solicitation are deemed to be the property of SBOE. SBOE shall have sole and exclusive rights, title, and interest to such project deliverables.

3.4 Functional and Technical Requirements

The following graphic, **Figure 2 – Conceptual Approach**, depicts a conceptual approach to developing the AVR/OVR/Clearinghouse Voter Registration Intake System solution. In this approach, the solution is developed as a standard three-tier architecture using standard web interfaces, and application programming interfaces for the application logic and file storage, message queues, and a database for the persistence layers.

VRs are submitted by NYS citizens via the Online Voter Registration web application or designated AVR Agencies. AVR registrations may be submitted via paper forms or electronically as part of a transaction workflow with the agency and transmitted through an Application Programming Interface (API). VRs are submitted as individual messages and subsequently processed and placed on a message queue. The agency submissions will conform to a single data standard format (NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces, <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-102.pdf>) and will be submitted by the designated agencies directly to an API or via a centralized service that will be developed by the New York State Office of Information Technology Services (ITS).

Additionally, the clearinghouse provides the ability to transfer VR records between counties when registered voters move.

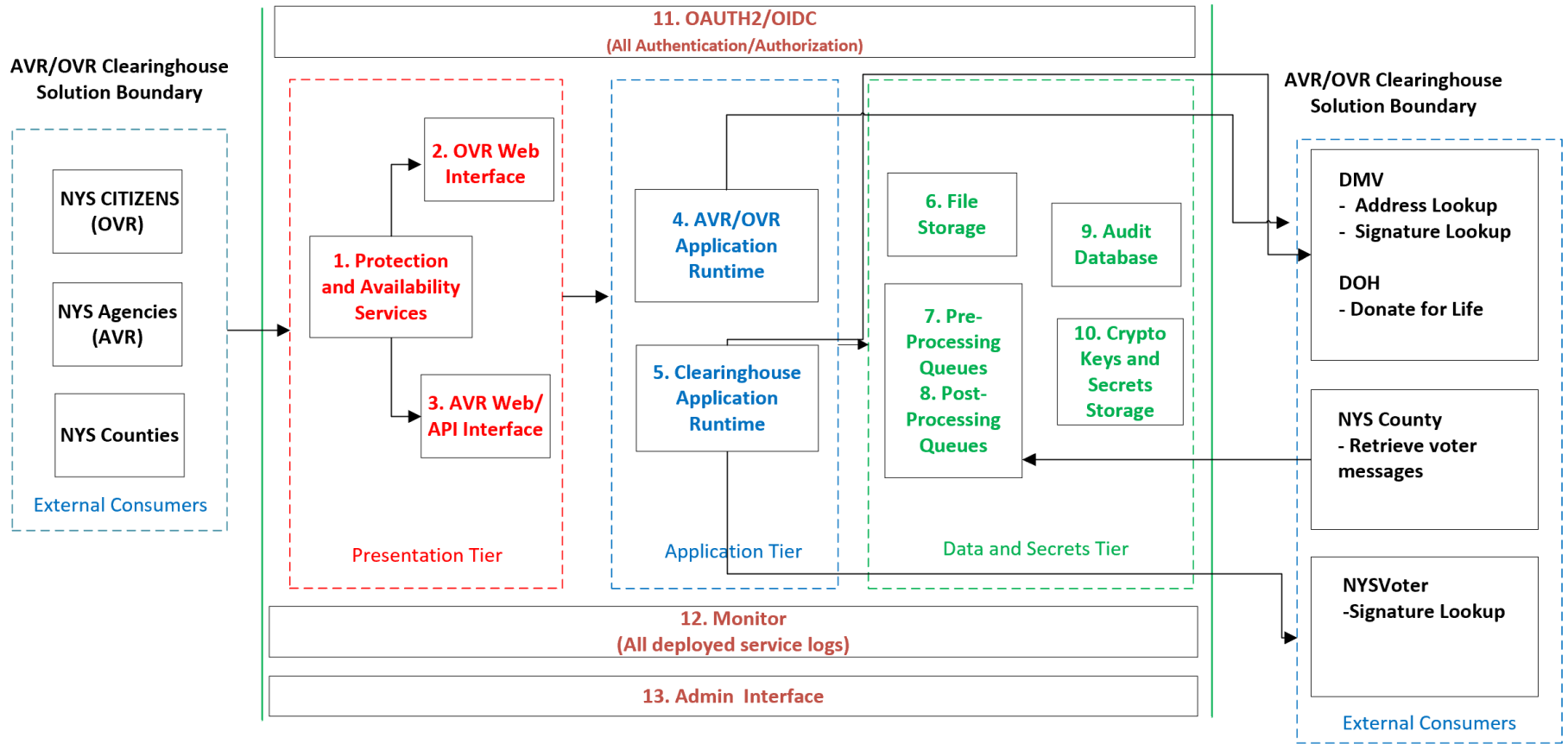
SBOE has identified the following Functional and Technical Requirements. **Exhibit G – Preliminary Voter Registration Functional Requirements** defines additional functional requirements for the system components.

1. Message Types
2. Database Fields Layouts
3. OVR Functional Requirements
4. AVR Functional Requirements
5. Clearinghouse Functional Requirements
6. OVR Admin Web App Functional Requirements
7. Clearinghouse Admin Web App Functional Requirements

8. OVR Use Cases
9. OVR Code & Configuration Changes
10. OVR Screen Specifications & Logic
11. Voter Transfer Use Cases
12. Error Handling

The Contractor will be responsible for documenting the final functional and technical requirements for the System. This will be done during the JAD sessions defined in Phase 2 - Requirements and Approval and will be approved by SBOE prior to development.

• **Figure 2, Conceptual Approach**



3.4.1 AVR/OVR Application Runtime – High Level Processing

The AVR/OVR application run time is expected to be implemented as an API(s) that are executed from either the AVR or OVR web interface. Upon execution, the AVR/OVR application runtime's processing logic will execute to perform several functions including:

1. Obtain a signature from NYSVoter or the Department of Motor Vehicles (DMV) via a standard SOAP or REST web services call if no signature is provided. (OVR only)
2. Process (store and virus scan) unstructured content such as the OVR signature picture and the AVR scanned paper forms.
3. Submit data to the New York State Department of Health (NYSDOH) in support of the Donate for Life program. (OVR only)
4. Capture all relevant metadata, original, and additional message content and generate an audit record. Any additional information obtained will be added, and a new message will be placed on the post-processing queue. Upon submission to this queue, additional logic will execute to transform the message into a single data standard format, create a new message, and place it on the existing county message queue (per NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces, <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-102.pdf>)

The above list should not be considered complete. A complete solution design will be conducted by the vendor as a deliverable of this project.

3.4.2 Clearinghouse Application Logic – High Level Processing

Upon submission of a VR message, the Clearinghouse application runtime's processing logic will be responsible for:

1. Validating the message.
2. Determining the destination county.
3. Creating a message and placing it on the County message queue.
4. Capture all relevant metadata, original, and additional message content and generate an audit record.

The above list should not be considered complete. A complete solution design will be conducted by the vendor as a deliverable of this project.

3.4.3 Functional Requirements

Bidders are not required to propose a solution that exactly matches the conceptual architecture; however, all defined functionality must be provided. Bidders shall provide a narrative in the Technical Proposal that describes how they will adequately achieve each of the functional elements (# 1–13) described below. This narrative will be scored as part of the technical evaluation.

#	Function	Description of Function	Function Technical Requirements
1	Protection and Availability Services	Provide the solution with protection from common vulnerabilities.	<ol style="list-style-type: none"> 1. Able to scale (up or down) automatically or manually depending upon load. 2. Emit logging information for collection by the monitoring solution. 3. Provide web traffic load balancing. 4. Provide Secure Sockets Layer (SSL) termination. 5. Provide protection from Open Web Application Security Project (OWASP) top 10 vulnerabilities. 6. Provide protection from standard Distributed Denial of Service (DDoS) attacks. 7. Provide an automation interface to allow management of the service using script or other automation tools.
2	OVR Web Interface	<p>Provide NYS citizens the ability to submit an online VR form.</p> <p>There is no user authentication required. Users will enter their VR data into a form. If the user enters specific unique information, the application will have the ability to automatically populate specific data elements for the user, assuming the user accepts the data as accurate.</p> <p>Data elements for automatic population will be retrieved from NYSVoter or other systems in real time.</p> <p>Users will have an ability to upload a picture of their signature.</p>	<ol style="list-style-type: none"> 1. Able to scale (up or down) automatically or manually depending upon load. 2. Communications between services must be authenticated. 3. All data is encrypted in transit and at rest per NYS Standards [reference NYS standards]. 4. Emit logging information for collection by the monitoring solution. 5. Reactive design. 6. Works on recent desktop, tablet, and mobile versions of Chrome, Edge, Firefox, and Safari. 7. Standard Hypertext Markup Language (HTML), Cascading Style Sheet (CSS), and JavaScript development. 8. Upon submission of specific data, information can be prepopulated using data contained within NYSVoter and obtained via a standard web-services call. (Vendor will not be required to develop the NYSVoter service.)

#	Function	Description of Function	Function Technical Requirements
		See Exhibit E – Preliminary OVR Web Application Screen Mockups for more additional information and screen wireframes.	<ol style="list-style-type: none"> 9. Allows for the submission of form data and photo attachments. 10. Complies with NYS Security and Accessibility standards as defined in NYS-S13-002 Secure Coding Standard. 11. Provide an automation interface to allow management of the service using script or other automation tools.
3	AVR Web/API Interface	<p>Provide NYS AVR agency users the ability to submit VR data, including attachments via a web interface. VR data will be comprised of simple metadata and a file attachment.</p> <p>Provide NYS AVR agencies a standards-based API to allow service-to-service integration for real-time submission of VR data by agency systems.</p>	<p>Web Interface:</p> <ol style="list-style-type: none"> 1. Able to scale (up or down) automatically or manually depending upon load. 2. Communications between services must be authenticated. 3. All data is encrypted in transit and at rest per NYS Standards [reference NYS standards]. 4. Emit logging information for collection by the monitoring solution. 5. Reactive design. 6. Works on recent desktop, tablet, and mobile versions of Chrome, Edge, Firefox, and Safari. 7. Standard HTML, CSS, and JavaScript development. 8. Accept file submission of certain content types only. 9. Implement Completely Automatic Public Turning test (CAPTCHA) or similar technology to distinguish between machine and human input. 10. Provide an automation interface to allow management of the service using script or other automation tools. <p>API:</p> <ol style="list-style-type: none"> 1. Communications between services must be authenticated. 2. Emit logging information for collection by the monitoring solution. 3. Standards-based using either Simple Object Access Protocol (SOAP) or

#	Function	Description of Function	Function Technical Requirements
			<p>Representational State Transfer (REST).</p> <p>4. Provide an automation interface to allow management of the service using script or other automation tools.</p>
4	AVR/OVR Application Runtime	<p>Responsible for implementation of the required business rules supporting the ingestion of VR records and for saving those records for future processing.</p> <p>Please see: AVR/OVR Application Runtime – High Level Processing above for additional information.</p>	<p>1. Able to scale (up or down) automatically or manually depending upon load.</p> <p>2. Communications between services must be authenticated.</p> <p>3. All data is encrypted in transit and at rest per NYS-S14-007 Encryption Standard.</p> <p>4. Perform lookups of data fields against NYSVoter to pre-populate OVR web forms.</p> <p>5. Provide an automation interface to allow management of the service using script or other automation tools.</p> <p>6. Emit logging information for collection by the monitoring solution.</p> <p>7. Perform required validation of data elements.</p> <p>8. Provide virus scanning capabilities for submitted attachments that is verifiable using the EICAR Anti-Virus Test File standard (https://www.eicar.org/).</p>
5	Clearinghouse Application Runtime	<p>Provide a solution with the ability to transform unprocessed VR records into processed VR records.</p> <p>Provide a solution to process the movement of VR records between counties by accepting county requests via a clearinghouse queue and writing VR records to the county message queue.</p> <p>Please see: Clearinghouse</p>	<p>1. Able to scale (up or down) automatically or manually depending upon load.</p> <p>2. Emit logging information for collection by the monitoring solution.</p> <p>3. Integrate with external services from DMV and NYSDOH using standard web services protocols.</p> <p>4. Implement standard retry logic in the event of transitory failures.</p> <p>5. Support the ability to add/remove external data sources from the pipeline.</p>

#	Function	Description of Function	Function Technical Requirements
		Application Logic – High Level Processing above for more information.	<ol style="list-style-type: none"> 6. Provide a clear audit trail, including ability to reference the original copy of the message. 7. Provide an automation interface to allow management of the service using script or other automation tools.
6	File Storage	<p>Provide a mechanism to store content such as:</p> <p>Scanned AVR paper form submissions.</p> <p>VR records.</p>	<ol style="list-style-type: none"> 1. All data is encrypted in transit and at rest per NYS-S14-007 Encryption Standard. 2. Emit logging information for collection by the monitoring solution. 3. Enforce atomicity, consistency, isolation, durability (ACID) principles. 4. Storage capacity should be expandable as needed without requiring downtime outside of normal system maintenance windows. 5. Support capacity requirements as defined in Exhibit I - Preliminary System Capacity Data. 6. Provide an automation interface to allow management of the service using script or other automation tools.
7	Pre-Processing Queues	Provide messages queue capabilities for VR records.	<ol style="list-style-type: none"> 1. Able to scale (up or down) automatically or manually depending upon load. 2. Emit logging information for collection by the monitoring solution. 3. Enforce atomicity, consistency, isolation, durability (ACID) principles. 4. Structured first-in, first-out (FIFO) messaging. 5. Provide publish/subscribe capabilities. 6. Support message browsing and peeking. 7. Provide a REST API. 8. Provide an automation interface to allow management of the service using script or other automation tools.

#	Function	Description of Function	Function Technical Requirements
			9. Messages will conform to the NIST SP 1500-102 Voter Records Interchange Common Data Format Specification.
8	Post-Processing Queues	Provide messages queue capabilities for VR records.	<ol style="list-style-type: none"> 1. Able to scale (up or down) automatically or manually depending upon load. 2. Emit logging information for collection by the monitoring solution. 3. Enforce atomicity, consistency, isolation, durability (ACID) principles. 4. Structured first-in, first-out (FIFO) messaging. 5. Provide publish/subscribe capabilities. 6. Support message browsing and peeking. 7. Provide a REST API. 8. Provide an automation interface to allow management of the service using script or other automation tools. 9. Messages will conform to the NIST SP 1500-102 Voter Records Interchange Common Data Format Specification.
9	Audit Database	Provide a record of preprocessed and processed VR records, as well as associated metadata such as submitter, submitter IP address, and county.	<ol style="list-style-type: none"> 1. Emit logging information for collection by the monitoring solution. 2. Enforce ACID principles. 3. Provide robust search capabilities. 4. Provide ability for data to be consumed by analytics products such as Tableau and Microsoft Power BI. 5. Expandable without downtime. 6. Provide an automation interface to allow management of the service using script or other automation tools.
10	Crypto Keys and Secrets Storage	Provide a secure ability to store keys and secrets used by solution elements to access secured services and data.	<ol style="list-style-type: none"> 1. Emit logging information for collection by the monitoring solution. 2. Enforce ACID principles.

#	Function	Description of Function	Function Technical Requirements
			<ol style="list-style-type: none"> 3. Store cryptographic keys and secrets (such as Unique Identifier [UID] and password) securely. 4. Provide an automation interface to allow management of the service using script or other automation tools.
11	OUATH2/OIDC	Provide multifactor authentication capabilities.	Provide authentication and authorization services to the solution including, including user-to-service and service-to-service connections where required using OAUTH2/OIDC services provided by SBOE.
12	Monitor	<p>Provide standard Security Information and Event Management (SIEM) and Intrusion Detection Services (IDS) to the solution.</p> <p>Please note: SBOE has standardized Splunk (SIEM).</p>	<ol style="list-style-type: none"> 1. Capture and analyze all operational telemetry from the solution. 2. Integrate natively or with connectors to all solution artifacts. 3. Provide capability to monitor the solution's availability, performance, and use. 4. Provide capability to monitor network use. 5. Provide capability to perform complex analytics against collected data. 6. Provide an automation interface to allow management of the service using script or other automation tools. 7. Provide alerting to possible security events.
13	Admin Web Applications/Interfaces	<p>Provide SBOE system administrators the ability to manage the application and the Azure infrastructure which supports it.</p> <p>The OVR and Clearinghouse administration functions are described in Section 3.2 - Project Business Requirements.</p>	<ol style="list-style-type: none"> 1. Provide a web-based interface to manage all aspects of the solution. 2. Provide an automation interface to allow management of the service using script or other automation tools. 3. Provide a mechanism to provide administrators with the ability to track a message (or messages) throughout its lifecycle within the solution.

3.4.4 Preferential Considerations

In addition to the functional elements outlined in the above table, SBOE will give preferential consideration and higher technical scoring to solutions that include the following technologies or capabilities which SBOE currently supports and with which its resources have experience. The Bidder is required to include in its Technical Proposal (see **Section 4.2.1 - Technical Proposal**) an explanation whether or not its solution will include each of the preferential considerations (# 1 – 8) described below. This will be scored as part of the technical evaluation.

1. Uses .NET/C# for business processing logic.
2. Uses .NET/C# for server-side processing logic.
3. Uses SQL Server if a relational database is part of the proposal response.
4. Uses jQuery and ASP.NET for the web interfaces.
5. Uses Visual Studio as the software development platform.
6. Uses Microsoft (or vendor) supported Software Development Kits (SDKs).
7. Deployment using an Azure PaaS or IaaS offering.
8. Uses a standard REST-based architecture.

3.4.5 Availability

All individual services are expected to be developed in a fault tolerant manner with no regional single point of failure. This means that in the event of a failure of services within an Azure region, the solution is expected to remain stable and available for use.

The uptime target for the solution is 99.9%.

All proposed solutions must have the ability to meet the following availability requirements in the event of a failure of a service or services:

Within an Azure region:

1. Recovery Point Objective (RPO) – There should be zero data loss for transactions that have been committed to storage.
2. Recovery Time Objective (RTO) - The maximum length of time allowed between an unexpected failure and the resumption of normal operations and service levels is 15 minutes.

Failure of the primary Azure region:

1. Recovery Point Objective (RPO) – The maximum acceptable amount of data loss measured in time is 5 minutes.
2. Recovery Time Objective (RTO) - The maximum length of time allowed between an unexpected failure or disaster and the resumption of normal operations and service levels is 120 minutes from the point that the primary Azure region is determined to be unavailable and Microsoft has restored services in a secondary region.

SBOE intends for OVR, AVR, and the VR Clearinghouse to be deployed in Microsoft's Azure platform. SBOE will be responsible for procuring all necessary Azure services as dictated by the final solution design.

3.5 Requirements for Reporting and Periodic Meetings

Reporting and meeting requirements include:

1. Daily project status meetings—during certain phases of the project—will be attended by the Contractor PM, SBOE PM, and necessary project staff. Contractor staff who are working on-site shall attend these meetings in person. Any remote Contractor staff shall participate via Webex, which will be facilitated by the SBOE PM.
2. Weekly project status meetings during phases where daily meetings are not taking place, will be attended by the Contractor PM, SBOE PM, and necessary project staff. Contractor staff who are working on-site shall attend these meetings in person. Any remote Contractor staff shall participate via Webex, which will be facilitated by the SBOE PM.
3. Monthly status reports (in Microsoft Word or PDF) shall be submitted by the Contractor PM and posted to the SBOE Project SharePoint site. Monthly status reports will include progress relative to the Microsoft Project work plan/schedule, accomplishments over the past month, work to be completed for the upcoming month, issues that need to be resolved, assessment of risks, and any specific action needed by SBOE to keep the project on schedule. Monthly status reports shall be submitted throughout the duration of project and shall be submitted by the second Friday of each calendar month for the prior month's work.
4. The Contractor's Engagement Manager and the PM will attend monthly executive steering committee meetings. The Contractor will present progress based on the Microsoft Project work plan/schedule, including tasks that were completed, are in progress, or are late; highlight any issues or risks that require executive action; and report on key activities coming up in the next month. These meetings may become more frequent if required by SBOE executives.

3.6 Key Personnel Requirements

SBOE has determined that the following titles/roles are required as Key Personnel for this project. Bidders shall identify any additional titles/roles that they deem to be Key Personnel. All Contractor staff must have the necessary experience and/or certifications relative to the proposed scope of activity and work. Bidders shall identify - for each of the Key Personnel - if they are employed by the Bidder or working as a Subcontractor. Each title/role shall be filled by a single individual (with no multiple roles on this project) and be filled continually for the entire duration of the project.

1. Engagement Manager – Responsible for managing the contractual relationship with the State and oversight of the delivery of services. The Engagement Manager is accountable for the successful completion of all aspects of the resulting contract. This role is expected to be dedicated to this project but not necessarily full-time for the entire duration of the project.
2. Project Manager – Preferably with Project Management Professional (PMP) certification, dedicated full-time to the project, and responsible for overall project execution, accomplishment of all project deliverables, the daily work of Contractor personnel, and

coordination of work with SBOE PM. The PM will serve as the central point of contact and will have demonstrable experience in secure software design, web app software development, software implementation in cloud environments, testing, and deployment. The Project Manager is expected to be a full-time assignment during phases 1 – 8 and may be part time thereafter.

The Contractor's PM will work closely with the SBOE PM on a day-to-day basis. The Contractor's PM and the SBOE PM will work cooperatively to ensure that Contractor activities, milestones, and deliverables are planned and performed according to the project plan and schedule. Progress will be monitored and adjustments made when needed, with approval of the SBOE PM.

The PM is one of the key positions in delivering a successful project. The responsibilities of the PM shall include, at a minimum:

1. Manage all defined Contractor responsibilities and deliverables.
 2. Manage the process of deliverable submittal, review, revision, and approval.
 3. Develop and manage the project plan and schedule, updating these at least monthly.
 4. Serve as the Contractor's point of contact for all project communication and issues.
 5. Manage and oversee the day-to-day project activities of the Contractor's team.
 6. Manage and oversee the work of any Contractor Subcontractors.
 7. Assess and report on project status at least monthly.
 8. Manage and report on the Contractor budget at least monthly.
 9. Participate in periodic executive and project status meetings.
 10. Manage project issues and risks and escalate them promptly when identified.
 11. Manage the Contractor change management process.
 12. Prepare and submit project deliverables, reports, and other documents.
3. Cybersecurity Lead – Preferably with Certified Information Systems Security Professional (CISSP) or Certified Information Security Manager (CISM) certification with demonstrable experience in secure software design and development and in cloud security practices. This role is not expected to be solely dedicated to this project.
 4. Technical Lead – Responsible for the technical architecture and ensuring that a solution is implemented to meet all system and security requirements. The Technical Lead is expected to be a full-time assignment during phases 1 – 8 and may be part time thereafter.
 5. Business Analyst Lead – Leads the team of Business Analysts who will assist in defining the business and functional requirements. The Business Analyst Lead is expected to be a full-time assignment during phases 1 – 8 and may be part time thereafter.
 6. Development Lead – Leads the team of developers who will design and develop the software to meet the business requirements. This Development Lead is expected to be a full-time assignment during phases 1 – 8 and may be part time thereafter.

7. Testing Lead – Coordinates the testing efforts and implements the test plan in conjunction with SBOE staff. This Testing Lead is expected to be a full-time assignment during phases 1 – 8 and may be part time thereafter.

The Contractor shall manage the roles and responsibilities of all Key Personnel, which shall be defined in the staffing plan.

3.6.1 Key Personnel Work Location

The following information about working on-site will be re-evaluated based on Coronavirus Disease of 2019 (COVID-19) pandemic conditions, NYS and Centers for Disease Control and Prevention (CDC) recommendations at the time of these project phases.

The Contractor's Key Personnel must establish and maintain a presence at SBOE offices in Albany to facilitate project implementation during the respective phases as follows:

1. Phase 1 - Initiation and Planning: The PM, Cybersecurity Lead, Technical Lead, Business Analyst Lead, Development Lead, and Testing Lead must be on-site for the Executive Kick-off and Technical Kick-off meetings.
2. Phase 2 - Requirements & Approval: The PM must be on-site at least four business days per week. The Cybersecurity Lead, Technical Lead, Business Analyst Lead, Development Lead, and Testing Lead should be on-site at least 60% of the time.
3. Phase 3 - Software & Architectural Design: The PM must be on-site at least four business days per week. The Cybersecurity Lead, Technical Lead, Business Analyst Lead, Development Lead, and Testing Lead should be on-site at least 60% of the time.
4. Phase 4 - Software Development through Phase 8 - Software in Production: The PM must be on-site at least four business days each calendar month.

The Contractor is ultimately responsible for successful completion of the project. So, if more on-site time is required, the Contractor shall do so at no additional cost to SBOE.

3.6.2 Approval of Key Personnel

The SBOE PM shall have the right to approve or disapprove the Contractors', and any subcontractors', Key Personnel assigned to this contract. The SBOE PM and other SBOE project staff or managers may interview candidates prior to approval. The SBOE PM may also approve or disapprove any proposed changes in Key Personnel or require the removal or reassignment of any Contractor employee or Subcontractor personnel found unacceptable by the State.

SBOE has an absolute right and discretion to approve or disapprove any proposed staff and changes in staff. The Contractor shall notify SBOE of any proposed changes in staff immediately. SBOE, in each instance, will be provided a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval. Any substitute staff provided by Contractor shall have equal or better qualifications than staff being replaced. Approval of proposed staff or changes shall not be unreasonably withheld.

3.6.3 Changes to Key Personnel

The Contractor shall notify the SBOE PM, in writing, of any changes to Key Personnel at least 20 days prior to the change, except in the case of immediate risk to the health and safety of project staff or in the case of unlawful acts, terminations or security breaches. In the event of change, the Contractor shall designate another qualified individual within two weeks for SBOE approval.

3.7 Project Schedule

Refer to Table 1 – Project Milestone Dates for the anticipated project schedule.

Table 1, Project Milestone Dates

Milestone or Activity	Estimated Start Date	Estimated End Date	Duration
1. Initiation and Planning	Upon OSC approval or January 1, 2022, whichever is later	February 28, 2022	2 Months
2. Requirements and Approval	February 1, 2022	May 31, 2022	4 Months
3. Software and Architecture Design	April 1, 2022	June 30, 2022	3 Months
4. Software Development	May 1, 2022	October 31, 2022	6 Months
5. Installation and Testing	September 1, 2022	December 31, 2022	4 Months
6. User Acceptance Testing	January 1, 2023	February 28, 2023	2 Months
7. Final Code Updates and Deployment	March 1, 2023	April 30, 2023	2 Month
8. Software in Production	May 1, 2023	NA	Go Live Milestone – 16 months after start of Initiation and Planning.
9. Support and Warranty*	May 2, 2023	May 1, 2025	24 Months
Total Project Duration	Upon OSC approval or January 1, 2022, whichever is later	May 1, 2025	40 Months
Optional Support and Warranty Periods (3 x 1 year)	May 2, 2025	Maximum of May 1, 2028	12-36 Months (optional)

* Phase 9 - Support and Warranty begins on the first calendar day after the Software in Production milestone and continues for a period of 24 months.

Figure 3, Project Schedule

OVR-AVR-Clearinghouse Project Schedule			2022												2023						
Start	End	Q1			Q2			Q3			Q4			Q1		Q2					
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J		
System Integration Contractor																					
Phase 1 - Initiation & Planning	1/1/22	2/28/22	★																		
Phase 2 - Requirements & Approval	2/1/22	5/31/22																			
Phase 3 - Software & Architecture Design	4/1/22	6/30/22																			
Phase 4 - Software Development	5/1/22	10/31/22																			
Phase 5 - Installation & Testing	9/1/22	12/31/22																			
Phase 6 - User Acceptance Testing	1/1/23	2/28/23																			
Phase 7 - Final Code Updates & Deployment	3/1/23	4/30/23																			
Phase 8 - Software in Production	5/1/23	5/1/23	← 16 months → ★																		
Phase 9 - Support & Warranty (24 months)	5/2/23	5/1/25																			
Optional Support & Warranty Periods (3 x 1 year)	5/2/25	5/1/28																			
Project Completion with Optional Periods (76 months)		5/1/28																			

The schedule shown above is the anticipated schedule; however, the exact start date for the Contractor depends on approved funding and the contract review and approval process. Regardless of the start date, the Contractor must complete the Phase 8 - Software in Production deliverable not later than 16 months following the start of Phase 1 – Initiation & Planning.

3.8 Project Deliverables

The project requires deliverables that are events or milestones and many that are documents, such as project plans and architectural diagrams. Each phase of the project contains one or more deliverables identified by a Deliverable ID # as shown below. Completion of deliverable events and milestones will be documented and confirmed by the Contractor via email to the SBOE PM and shall be clearly identified with the Deliverable ID #. All document deliverables will first be provided to SBOE as a template showing the expected form and content, called a Deliverable Expectation Document (DED), for SBOE review and approval. After the DED for a deliverable document has been approved, the Contractor will then provide a draft of the actual document for SBOE review and comment. After SBOE comments are resolved, a final version of the document will be submitted for SBOE approval. The Contractor shall provide two complete and final hard copies and one electronic version of each deliverable document, which will be sent to the SBOE PM. See **Section 3.9 - Acceptance of Deliverables** for information on the process for deliverable acceptance. The schedule for completing all project deliverables shall be defined in the Contractor’s work plan/schedule.

3.8.1 Phase 1 – Initiation and Planning Deliverables

Project Initiation will begin immediately after final OSC approval and will include the following Contractor deliverables.

Phase 1 – Initiation and Planning Deliverables			
ID #	Deliverable	Description	When Due
1-01	Executive Kickoff Meeting	Contractor shall make a presentation to SBOE executives and leadership during a meeting to explain how the project will be executed and delivered. Contractor shall explain how the project will be managed, its process for secure software development, change management, issue and risk management, schedule	Within 10 business days of start of work.

Phase 1 – Initiation and Planning Deliverables			
ID #	Deliverable	Description	When Due
		<p>management, resource management, and communication.</p> <p>Contractor shall submit the agenda and any meeting materials at least two days prior to the meeting. After the meeting, Contractor shall provide detailed meeting minutes within five business days. This shall include all attendee names, agreed to action items, and any agreed to decisions. The Contractor and SBOE PM shall be responsible for following up on action items to ensure that each is resolved.</p>	
1-02	Technical Kickoff Meeting	<p>Contractor shall facilitate a technical discussion with SBOE and project technical staff to discuss and collaborate on the detailed technical aspects of the project.</p> <p>Contractor shall submit the agenda and any meeting materials at least two days prior to the meeting. After the meeting, Contractor shall provide detailed meeting minutes within five business days. This shall include all attendee names, agreed to action items, and any agreed to decisions. The Contractor and SBOE PM shall be responsible for following up on action items to ensure that each is resolved.</p>	Within 10 business days of start of work.
1-03	Completed Exhibit H - Required Deliverable Expectation Documents (DED) with target submittal dates.	<p>For each deliverable identified as a document (total of 24), the Contractor shall prepare and submit a preliminary DED.</p> <p>The DEDs will allow SBOE to review and approve the proposed format and content of each required document prior to its submittal. This will expedite the review and approval process.</p> <p>Each of the 24 DEDs will be reviewed and approved by SBOE. Deliverable # 1-03 will be considered complete only after all DEDs have been submitted and approved.</p> <p>Please see Exhibit H for a list of all documents that require a DED submittal.</p> <p>Contractor shall define target submittal dates</p>	Exhibit H to be submitted within 20 days of start of work.

Phase 1 – Initiation and Planning Deliverables			
ID #	Deliverable	Description	When Due
		for each DED and track the actual submittal dates.	
1-04	Project Management Plan Document	<p>Contractor shall prepare and submit a project management plan that describes how the project will be managed, including roles and responsibilities, decision making process, work breakdown structure, task assignments, requirements management, schedule management, project team meetings, status reporting, issue and risk management, communication, and collaboration with other project organizations and PMs.</p> <p>Does not require a DED.</p>	Within 20 business days of start of work.
1-05	Monthly Microsoft Project Work Plans/Schedules	<p>The Contractor shall prepare and submit Microsoft Project work plans/schedules that defines the project phases, all Contractor work scope, tasks, and deliverables for the entire project. All project deliverables shall be shown with the Deliverable ID #s.</p> <p>The work plans/schedules shall be updated at least monthly throughout the project and will evolve through progressive elaboration as the project proceeds. For example, the initial work plan/schedule will have details for the first several project phases but less detail for later phases. The work plan/schedule shall be used to direct and track the project work and schedule.</p> <p>All tasks and deliverables shall be updated, at least monthly, with the actual percent complete status. All completed tasks shall be marked as 100% complete.</p> <p>The work plan/schedule shall include any predecessor SBOE tasks that impact the project's critical path, such as review periods or completing checklists. Resources shall be defined in sufficient detail for the Contractor to manage its resources.</p> <p>Approximately 40 monthly project work plan/schedules will be submitted. All monthly work plans/schedules need to be submitted before a payment can be made.</p>	Within 20 business days of start of work and then each succeeding month.

Phase 1 – Initiation and Planning Deliverables			
ID #	Deliverable	Description	When Due
1-06	Staffing Plan Document	Contractor shall prepare and submit a staffing plan that describes how staffing will be provided to meet the project, business, and technical obligations over the entire life cycle of the engagement. Does not require a DED.	Within 25 business days of start of work.
1-07	Change Management Plan Document	The Contractor shall prepare and submit a change management plan that includes the Contractor's approach to modifying the software and managing software changes, as well as documenting a change request process to be used for requesting and approving changes to the scope, cost, or schedule. Does not require a DED.	Within 25 business days of start of work.
1-08	Monthly Project Status Reports	The Contractor shall provide monthly status reports in MS Word—via email—that include descriptions of tasks completed the prior month, work planned for the coming month, an assessment of project risks, and any specific impediments to the project proceeding on schedule. These reports shall clearly identify the month and year of the report. Monthly reports shall be submitted throughout the entire project, including the support and warranty periods. Approximately 40 monthly project status reports will be submitted. All monthly reports need to be submitted before a payment can be made. Requires a DED	Within 25 business days of start of work and then the second Friday of each calendar month.

3.8.2 Phase 2 – Requirements and Approval Deliverables

Requirements and Approval will immediately follow Project Initiation and will include the following Contractor deliverables.

Phase 2 – Requirements and Approval Deliverables			
ID #	Deliverable	Description	When Due
2-01	Requirements Validation/Joint Application Design (JAD) Meetings (SBOE)	Contractor shall conduct requirements validation or JAD meetings as needed to accurately define the requirements for review and approval by SBOE. Exhibit G - Preliminary Voter Registration Functional	Defined in the Contractor's Microsoft Project work plan/schedule.

Phase 2 – Requirements and Approval Deliverables			
ID #	Deliverable	Description	When Due
		<p>Requirements shall be used as a starting point for the requirements. It is envisioned that six JAD meetings—over approximately three days, at six hours each—will be required. There shall be individual JADs for:</p> <ol style="list-style-type: none"> 1. Technical architecture. 2. OVR. 3. AVR. 4. Clearinghouse. 5. Admin web apps. 6. Interfaces. <p>The Contractor is responsible for defining all requirements and obtaining SBOE approval of the final project requirements, even if more JAD meetings are needed.</p> <p>The Contractor shall provide a detailed agenda two business days in advance of each JAD meeting and shall work with the SBOE PM to schedule the meetings.</p> <p>After each JAD meeting, Contractor shall provide a document within five business days that summarizes the meeting discussions, action items, and all decisions tentatively agreed to during the meeting. Each summary document and all tentative decisions will be reviewed and approved by SBOE. The Contractor and SBOE PM shall be responsible for following up on action items to ensure that each is resolved.</p>	
2-02	Requirements Validation/Joint Application Design (JAD) Meetings (VR Vendors/Counties)	<p>Contractor shall conduct requirements validation or JAD meetings as needed to accurately define the requirements for review and approval by the VR Vendors and the two self-managed counties. Exhibit G - Preliminary Voter Registration Functional Requirements shall be used as a starting point for the requirements. It is envisioned that three JAD meetings, four hours each, will be required. These sessions will be used for the definition of the interfaces needed to correctly process voter data from the Clearinghouse. This includes, at a minimum, the proper processing of new VRs,</p>	Defined in the Contractor's Microsoft Project work plan/schedule.

Phase 2 – Requirements and Approval Deliverables			
ID #	Deliverable	Description	When Due
		<p>voter transfers that originate from a VR system, and NCOA processing.</p> <p>The Contractor is responsible for defining all requirements and obtaining SBOE approval of the final project requirements, even if more JAD meetings are needed.</p> <p>The Contractor shall provide a detailed agenda two business days in advance of each JAD meeting and shall work with the SBOE PM to schedule the meetings with the VR Vendors and two self-managed counties.</p> <p>After each JAD meeting, Contractor shall provide a document within five business days that summarizes the meeting discussions, action items, and all decisions tentatively agreed to during the meeting. Each summary document and all tentative decisions will be reviewed and approved by SBOE, the VR Vendors, and the two self-managed counties. The Contractor and SBOE PM shall be responsible for following up on action items to ensure that each is resolved.</p>	
2-03	OVR Web App Screen Mockups	The Contractor shall prepare and submit proposed web app screen layouts for the OVR web app. These will include all screen features, including text, data entry boxes, navigation buttons, drop-down fields, etc. Exhibit E includes preliminary OVR web app screen mockups to be used as a starting point.	Defined in the Contractor's Microsoft Project work plan/schedule.
2-04	AVR Web App Screen Mockups	The Contractor shall prepare and submit proposed web app screen layouts for the AVR web app. These will include all screen features, including text, data entry boxes, navigation buttons, drop-down fields, etc. Exhibit F includes preliminary AVR Web Application screen mockups to be used as a starting point.	Defined in the Contractor's Microsoft Project work plan/schedule.
2-05	Admin Web Apps Screen Mockups	The Contractor shall prepare and submit proposed web app screen layouts for the two Admin web apps. These will include all screen features, including text, data entry boxes, navigation buttons, drop-down fields, role-based functionality, periodic and ad hoc reporting, etc.	Defined in the Contractor's Microsoft Project work plan/schedule.

Phase 2 – Requirements and Approval Deliverables			
ID #	Deliverable	Description	When Due
2-06	Use Cases Document	The Contractor shall prepare use cases to guide software development and to be used as the basis for unit, functional, and user acceptance testing. Use cases shall be reviewed and approved by SBOE prior to software development. Requires a DED.	As defined in Exhibit H .
2-07	Final Requirements Preparation and Approval	The Contractor shall prepare final requirements using Exhibit G – Preliminary Voter Registration Functional Requirements as a starting point and based on the JAD meetings. The Contractor shall conduct one or more requirements review meetings with SBOE staff to ensure understanding. Final requirements shall be reviewed and approved by SBOE prior to software development.	Defined in the Contractor's Microsoft Project work plan/schedule.

3.8.3 Phase 3 – Software and Architectural Design Deliverables

Software and Architectural Design will immediately follow Requirements and Approval and will include the following Contractor deliverables.

Phase 3 – Software and Architectural Design Deliverables			
ID #	Deliverable	Description	When Due
3-01	Design Initiation Meeting	Contractor will conduct a design initiation meeting including, at a minimum, the Contractor PM, SBOE PM and SBOE project staff. The meeting shall be documented by the Contractor's PM, and a summary of the meeting will be submitted within five business days.	Within 5 business days of the start of Phase 3.
3-02	Technical Architecture Plan and Diagrams Document	Contractor shall prepare and submit a detailed architectural plan, including diagrams with narrative explaining each of the cloud environments. The documents must be updated within five business days of any hardware and software modifications, additions, or upgrades and include, but not be limited to: Required servers and minimal hardware specifications per server, identifying each server by its purpose and environment. Required software for each server, including number of licenses and versions. Any additional hardware required, including recommended vendors, versions, and specifications.	As defined in Exhibit H .

Phase 3 – Software and Architectural Design Deliverables			
ID #	Deliverable	Description	When Due
		<p>Other hardware and software required, including the total number of licenses and the structure of pricing and usage of the licenses.</p> <p>Overall detailed architectural diagram(s).</p> <p>Diagram(s) should include detailed graphics displaying the listed components and their relative placement in the architecture.</p> <p>Contractor shall clearly mark the communication channels between architectural components, identifying port numbers and features, such as encryption, where appropriate.</p> <p>Requires a DED</p>	
3-03	Capacity Plan Document	<p>The contractor shall prepare and submit a Capacity Plan including:</p> <p>Initial size, estimated growth rates and consumption, including:</p> <ul style="list-style-type: none"> Expected storage requirements. Storage growth rates. Network bandwidth. Backup media consumption. Anticipated load. Expected maintenance activities. <p>Preliminary capacity data is provided in Exhibit H.</p> <p>Growth rates and consumption shall be monitored, adjusted as needed, and reported on monthly from deployment until the completion of the support and warranty period.</p> <p>Requires a DED.</p>	As defined in Exhibit H .
3-04	Database Plan Document	<p>The Contractor shall prepare and submit a database plan that describes the cloud databases that will be the repository for all data. At a minimum, the system shall have a session database and an audit or logging database, including backups. The plan shall also address maintenance, data retention, archive, and retrieval processes.</p> <p>This database plan shall include the Entity Relationship Diagrams (ERD), a data dictionary, and shall account for data protection in each environment.</p> <p>Requires a DED.</p>	As defined in Exhibit H .
3-05	Testing Plan Document	<p>The Contractor shall prepare and submit a testing plan that describes traceability of all functional requirements through testing and verification. The testing plan shall also address load testing of the VR Clearinghouse at the design capacities and</p>	As defined in Exhibit H .

Phase 3 – Software and Architectural Design Deliverables			
ID #	Deliverable	Description	When Due
		beyond until the point of failure. An independent third party provided by SBOE will conduct the load testing. Requires a DED.	
3-06	Security Plan and Testing Document	The Contractor shall prepare and submit a security plan that describes the approach for security of the software at all levels and how it will be tested. It shall incorporate existing NYS information security policies, standards and guidelines. As this system is deemed Critical Infrastructure, the Contractor shall also prepare a detailed response to implementing each control identified in the Attachment 4 - Security Controls Responsibilities Matrix . The Contractor shall prepare a diagram depicting security tiers and prepare the security checklist/narrative. Requires a DED	As defined in Exhibit H .
3-07	Interface Specifications for VR Vendors Document	The Contractor shall define and submit the intended data exchange formats and interface specifications for all interfaces. This document will be provided to VR Vendors for them to plan, design, and implement the needed system changes. The Contractor shall implement NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces. https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-102.pdf Requires a DED.	As defined in Exhibit H .
3-08	Interface Specifications for Designated Agencies Document	The Contractor shall define and submit the intended data exchange formats and interface specifications for the designated agency interface. This document will be provided to the designated agencies for them to plan, design, and implement the needed system changes. The Contractor shall implement NIST SP 1500-102 Voter Records Interchange Common Data Format Specification for messaging interfaces. The exception for using this standard will be to the external entities of DMV and NYSDOH Donate Life, which will have their own standards. Requires a DED.	As defined in Exhibit H .
3-09	Knowledge Transfer Plan Document	The Contractor shall prepare and submit a knowledge transfer plan that describes the Contractor's approach to providing SBOE technical staff with the ability to independently maintain, update, and develop enhancements to the code and databases post-implementation.	As defined in Exhibit H .

Phase 3 – Software and Architectural Design Deliverables			
ID #	Deliverable	Description	When Due
		<p>The plan must provide for knowledge transfer, training, procedures and system documentation to SBOE staff for the web apps, the VR Clearinghouse, and all interfaces. This shall be done throughout all phases of the project and increase during the post-Go-Live support and warranty period.</p> <p>Knowledge transfer shall include several recorded question and answer sessions given by the Contractor’s development team for the SBOE development team. This shall include procedural documentation for production release process (staging, push to production, smoke tests, etc.). The plan shall also address the transfer of responsibility to SBOE for all periodic and ad hoc reports.</p> <p>Requires a DED.</p>	
3-10	Disaster Recovery Plan Document	<p>The Contractor shall prepare and submit a Disaster Recovery Plan. The recovery plan that would enable the entire solution to be reconstituted in another Azure region within the specified RPO and RTO.</p> <p>Requires a DED.</p>	As defined in Exhibit H .
3-11	Business Continuity Plan Document	<p>The Contractor shall prepare and submit a Business Continuity Plan that will identify each critical cloud component and how it would be reconstituted within Azure should an outage or disruption occur that is critical to the operation of the overall system. Incorporated into the plan will be individual RPOs and RTOs that will also be part of an SLA.</p> <p>Requires a DED.</p>	As defined in Exhibit H .
3-12	System Run Books Document	<p>The Contractor will develop System Run Book system run books that will document all operational activities associated with running the system. The run books will be of sufficient detail to ensure that SBOE staff members can keep the solution running upon conclusion of the vendor contract.</p> <p>Requires a DED.</p>	As defined in Exhibit H .

3.8.4 Phase 4 – Software Development Deliverables

Software Development will immediately follow Software and Architectural Design and will include the following Contractor deliverables.

Phase 4 – Software Development Deliverables			
ID #	Deliverable	Description	When Due
4-01	System Requirements Document	The Contractor shall prepare and submit this document, which presents the final system requirements resulting from the design validation sessions. It shall identify any findings from the technical design sessions that require additional system modifications and shall document the parameters and settings SBOE needs to establish (such as drop-down list values and user roles). The Contractor shall ensure that final system requirements are referenced in Exhibit G - Preliminary Voter Registration Functional Requirements . Requires a DED.	As defined in Exhibit H .
4-02	OVR Web App Software Development	The Contractor shall develop the OVR web app software, install the code in the development environment, and demonstrate its operability.	Defined in the Contractor's Microsoft Project work plan/schedule.
4-03	AVR Web App Software Development	The Contractor shall develop the AVR web app software, install the code in the development environment, and demonstrate its operability.	Defined in the Contractor's Microsoft Project work plan/schedule.
4-04	Clearinghouse Software Development	The Contractor shall develop the Clearinghouse web app software, install the code in the development environment, and demonstrate its operability.	Defined in the Contractor's Microsoft Project work plan/schedule.
4-05	Admin Web App Software Development	The Contractor shall develop the Admin web app software, install the code in the development environment, and demonstrate its operability.	Defined in the Contractor's Microsoft Project work plan/schedule.
4-06	Software Quality Metrics (after Development) Document	At the conclusion of Software Development, the Contractor shall provide a document showing software quality metrics for the developed code base. Requires a DED.	As defined in Exhibit H .
4-07	Test Scripts Document and Test Data	The Contractor shall create a baseline set of test scripts for testing all functionality of the new system, this shall include both positive and negative testing. The Contractor shall generate test data required by these test scripts, as well as additional test cases developed by SBOE. The data required for	As defined in Exhibit H .

Phase 4 – Software Development Deliverables			
ID #	Deliverable	Description	When Due
		these additional test cases shall be identified and requested in sufficient time for the Contractor to generate the data and provide identification numbers for testers. The Contractor shall use Application Lifecycle Management (ALM) for tracking testing outcomes, defects, and resolutions. Requires a DED.	

3.8.5 Phase 5 – Installation and Testing Deliverables

Installation and Testing will immediately follow Design and Development and will include the following Contractor deliverables.

Phase 5 – Installation and Testing Deliverables			
ID #	Deliverable	Description	When Due
5-01	Software Installed in Cloud UAT/Staging Environment	The Contractor shall install all software and all needed configuration files, drivers, and related components in the cloud UAT/staging environment.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-02	Demonstrate OVR Web App on Specified Device Platforms and Languages	The Contractor shall demonstrate operability of the OVR web app in the UAT/staging environment on each of the specified device platforms and in each of the defined languages.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-03	Demonstrate AVR Web App on Specified Device Platform	The Contractor shall demonstrate operability of the AVR web app in the UAT/staging environment on the specified device platform and in the defined language.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-04	Demonstrate VR Clearinghouse Functionality and Interfaces	The Contractor shall demonstrate operability of the VR Clearinghouse in the UAT/staging environment. Testing will require collaboration with the VR Vendors.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-05	Demonstrate Administration Web Apps on Specified Device Platforms	The Contractor shall demonstrate operability of the two Admin web apps in the UAT/staging environment on the specified device platform and in the defined language.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-06	Software Quality Metrics (after Unit Testing) Document	At the conclusion of unit testing, the Contractor shall provide a document showing software quality metrics for the developed and tested code base.	As defined in Exhibit H .

Phase 5 – Installation and Testing Deliverables			
ID #	Deliverable	Description	When Due
		Requires a DED.	
5-07	Baseline Functional and Load Test Document	The Contractor shall provide a report within five business days after baseline functional and load testing has been completed that certifies that the test took place and identifies the findings, including any deficiencies. The report shall also present recommendations for addressing any deficiencies. Requires a DED.	As defined in Exhibit H .
5-08	Security Testing	The Contractor shall perform security testing to verify that the security requirements have been achieved.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-09	Pre-UAT Functional Walkthrough	The Contractor shall perform a functional system walkthrough for the OVR work group and other SBOE staff as appropriate.	Defined in the Contractor's Microsoft Project work plan/schedule.
5-10	Accessibility Review of OVR Web App	The Contractor shall provide two-weeks' notice to the SBOE PM when the system code is expected to be ready for accessibility reviews in accordance with WCAG 2.0 Level AA. These reviews will be conducted by a separate independent NYS Contractor and will be done on each device platform.	Defined in the Contractor's Microsoft Project work plan/schedule.

3.8.6 Phase 6 – User Acceptance Testing Deliverables

User Acceptance Testing will immediately follow Installation and Testing and will include the following Contractor deliverables.

Phase 6 – User Acceptance Testing Deliverables			
ID #	Deliverable	Description	When Due
6-01	Code Ready for UAT	When sufficient testing is complete in accordance with the test plan, and the Contractor believes the system code is ready for a successful UAT based on the predetermined performance criteria, the SBOE PM will be notified that the software is ready for UAT.	Defined in the Contractor's Microsoft Project work plan/schedule.

Phase 6 – User Acceptance Testing Deliverables			
ID #	Deliverable	Description	When Due
6-02	Training for UAT Participants	The Contractor shall provide on-site training for UAT participants, so they are able to perform test scripts and identify and report errors. The Contractor shall arrange for the training facilities, including computers with internet access. This training shall be done in the Albany area for up to 20 participants.	Defined in the Contractor's Microsoft Project work plan/schedule.
6-03	OVR Web App UAT	The Contractor shall support UAT of the OVR web app by the SBOE testers and document its completion.	Defined in the Contractor's Microsoft Project work plan/schedule.
6-04	AVR Web App UAT	The Contractor shall support UAT of the AVR web app by the SBOE testers and document its completion.	Defined in the Contractor's Microsoft Project work plan/schedule.
6-05	VR Clearinghouse UAT	The Contractor shall support UAT of the VR Clearinghouse by the SBOE testers and document its completion.	Defined in the Contractor's Microsoft Project work plan/schedule.
6-06	Admin Web Apps UAT	The Contractor shall support UAT of the Admin web apps by the SBOE testers and document its completion.	Defined in the Contractor's Microsoft Project work plan/schedule.
6-07	UAT Report and Go/No-go Recommendation Document	The Contractor shall provide a report to the State describing all defects identified during each UAT round, their severity, and a plan for resolution. A report shall be provided for each round of UAT until SBOE approves system acceptance. Results of the completed UAT will be documented in a user acceptance test report that includes a go/no-go recommendation. SBOE approval is required before moving to the next phase. Requires a DED.	As defined in Exhibit H .
6-08	Production Readiness Certification	The Contractor shall submit certification as to the readiness of all system capabilities and provide a summary of the tests performed and their outcomes. This certification shall not be delivered until the system has passed all tests	Defined in the Contractor's Microsoft Project work plan/schedule.

Phase 6 – User Acceptance Testing Deliverables			
ID #	Deliverable	Description	When Due
		and the system achieves the predetermined performance criteria. Does not require a DED.	

3.8.7 Phase 7 – Final Code Updates and Deployment Deliverables

Final Code Updates and Deployment will immediately follow User Acceptance Testing and will include the following Contractor deliverables.

Phase 7 – Final Code Updates and Deployment Deliverables			
ID #	Deliverable	Description	When Due
7-01	Final Software Installed in Production Environment	The Contractor shall install the software and all needed configuration files, drivers, and related components in the production environment.	Defined in the Contractor's Microsoft Project work plan/schedule.
7-02	Final Testing and Report	After all final code updates, the Contractor shall perform final accessibility, security, and load testing. The Contractor shall provide a report of the test results for SBOE review and approval prior to go live.	Defined in the Contractor's Microsoft Project work plan/schedule.
7-03	Go Live Readiness Certification	The Contractor shall provide a go-live readiness certification that includes any final changes to the code, a summary of defects fixed, and any outstanding issues. SBOE approval is required before moving to the next phase. Does not require a DED.	Defined in the Contractor's Microsoft Project work plan/schedule.
7-04	Incident Response Plan Document	The Contractor shall provide an incident response plan that describes incident handling, recovery, and contingency processes, including communication and notification plans. The plan should define what constitutes an incident and the levels of severity. It should also include logs and audits, log analysis and assessment, and forensics capabilities. Requires a DED.	As defined in Exhibit H .
7-05	Performance Metrics Plan Document	The Contractor shall provide a performance metrics plan in collaboration with SBOE. Metrics shall include system performance measurements to monitor the Voter Registration Intake System and business metrics for SBOE	As defined in Exhibit H .

Phase 7 – Final Code Updates and Deployment Deliverables			
ID #	Deliverable	Description	When Due
		to track VR transactions over the entire contract period. SBOE uses Google Analytics for metrics. Requires a DED.	
7-06	Service Level Agreement Plan Document	The Contractor shall provide an SLA plan that defines services and time frames to be provided during the support and warranty period. This shall include, at a minimum, quarterly releases, emergency fixes, and patch management. Requires a DED.	As defined in Exhibit H .

3.8.8 Phase 8 – Software in Production (Go Live) Deliverables

Software in Production (Go Live) will immediately follow Final Code Updates and Deployment and will include the following Contractor deliverables.

Phase 8 – Software in Production (Go Live) Deliverables			
ID #	Deliverable	Description	When Due
8-01	Software in Production (Go Live)	The Contractor shall provide written notification that the OVR and AVR web apps, the VR Clearinghouse, and all related web apps, logs, and reporting are in production.	Defined in the Contractor's Microsoft Project work plan/schedule.

3.8.9 Phase 9 – Support and Warranty Deliverables

Support and Warranty will immediately follow Software in Production (Go Live) and will include the following Contractor deliverables. This phase will be for a 24-month period, commencing immediately after system acceptance, with an anticipated start date in March 2023 and extending through February 2025. The following table defines the Contractor deliverables for the Support and Warranty phase.

Phase 9 – Support and Warranty Deliverables			
ID #	Deliverable	Description	When Due
9-01	Quarterly Releases and Documents	The Contractor shall implement a process for quarterly (every 3 months) code releases in collaboration with SBOE. It is expected there will be eight quarterly releases during the Support and Warranty Period. These releases shall include defect fixes and any SBOE approved enhancements (processed through change management). All fixes and changes need to be reviewed and approved in advance by SBOE and include release	As defined in Exhibit H .

		notes and any other required documentation. Requires a DED.	
9-02	System Defects and Fixes Monthly Report Documents	The Contractor shall provide monthly reports of defects identified, their priority, how many were fixed, and how many remain. These reports shall be submitted as part of the monthly project status reports. It is expected there will be 24 reports during the Support and Warranty Period. Requires a DED.	As defined in Exhibit H .
9-03	System Performance and Metrics Monthly Report Documents	The Contractor shall provide monthly reports of the system performance and metrics. System performance shall be compared to the capacity plan. These reports shall be submitted as part of the monthly project status reports. The Contractor shall transition all reports so SBOE is able to continue producing the reports after the contract ends. It is expected there will be 24 reports during the Support and Warranty Period. Requires a DED.	As defined in Exhibit H .
9-04	Knowledge Transfer	The Contractor shall complete knowledge transfer to SBOE as detailed in the Knowledge Transfer Plan (deliverable 3-08).	Defined in the Contractor's Microsoft Project work plan/schedule.
9-05	Notification of SBOE Data Removal/Destruction	The Contractor shall provide written notification at the completion of the Support and Warranty period that all SBOE data has been removed from all Contractor and Subcontractor computer systems and networks. (Refer to Exhibit A - Data Security Terms and Conditions)	Defined in the Contractor's Microsoft Project work plan/schedule.

3.9 Acceptance of Deliverables

Deliverables must be reviewed and accepted in writing by SBOE. A signed **Exhibit D - Deliverable Acceptance Form** from an authorized SBOE representative(s) will serve as the sole methodology used in acceptance. No other form of communication shall be deemed an acceptance of a deliverable or any part of a deliverable.

For each document-based deliverable, as defined in **Section 3.8 - Project Deliverables**, other than status reports, the State shall have an acceptance period beginning on the date written notification of completion was received from the Contractor and as outlined herein. All document-

based deliverables shall be reviewed by the QA Contractor and require written approval by the SBOE PM or his or her designee that such deliverables comply with the terms of the Agreement.

The Contractor shall provide document-based Deliverables in the form and format agreed to by the State, based on the DED. The deliverable documentation shall include, but not be limited to, deliverable ID number, title, frequency, draft and final due dates, approval requirements, outline of contents, and delivery of media. Acceptance of deliverables will adhere to the following process:

1. The SBOE initial review of all document-based deliverables shall be no more than 10 business days, unless otherwise mutually agreed to by the SBOE PM and the Contractor's PM as identified in the project work plan. The 10-day period shall begin upon written transmittal by the Contractor's PM to the SBOE PM that the deliverable is in final form and ready for approval and shall be counted from and include the first working day following the delivery of the deliverable to the State. The State shall provide Contractor with approval of the deliverable or with a written statement of the itemized deficiencies preventing approval.
2. The Contractor shall have five business days to complete all corrective actions or changes for such document-based deliverable to conform in all material respects with the requirements set forth in the Agreement. The count of such business days shall begin on the first business day following Contractor's receipt of the written statement of required corrective actions or changes.
3. SBOE final review and approval of the document-based deliverable shall be no more than five business days, unless otherwise mutually agreed to by the SBOE PM and the Contractor's PM.
4. If SBOE cannot approve the document-based deliverable after correction by Contractor, the Contractor's PM and the SBOE PM may mutually agree to further steps to correct outstanding material deficiencies. However, in no event shall the additional time allocated for review, correction, and re-review of material deficiencies in a deliverable exceed 10 business days, except for good cause, in the sole discretion of the State.
5. SBOE shall have final approval of all document-based deliverables.

The State's deliverable review process will include review by the QA Contractor and acceptance testing as detailed in an approved acceptance test plan. The number of business days for any State initial review/test of a software-based deliverable shall be set forth in the acceptance test plan but will be no fewer than 10 business days, unless otherwise mutually agreed to by the SBOE PM and the Contractor's PM.

The process for software deliverables will be as follows: UAT will take place in an agreed-upon testing environment. The QA Contractor will review all UAT results. After approval by the State, the software deliverable will be updated as needed prior to Go Live. The software deliverable will then be monitored to verify performance in accordance with all requirements and acceptance criteria. The State will provide deliverable acceptance upon completion of production verification. If any issues are reported by the State during production verification, the review period will reset starting on the date the State is notified that the correction has been made in the production system.

3.10 Background Checks

Requirements

Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing work for SBOE under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder's response to this solicitation.

Definitions

For purposes of this clause, the following definitions apply:

1. Suitability: ``Suitability" refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at SBOE on-site locations without undue risk to the interests of the State.
2. Suitability determination: A ``suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Applicability

3. Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform contract services for the State Board of Elections.
4. Contractor shall maintain a continuous list of background checks and suitability determinations noted above and shall provide this list to the SBOE prior to the contract commencement date. The list shall be updated and resubmitted to the SBOE as changes occur, continually keeping the Administrative Officer, NYS BOE updated.
5. The SBOE, or their designee, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

Background Check

1. The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas.

Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.

2. At a minimum, the background check and suitability determination must include an evaluation of:

- a. Verification that the individual is not listed on a national watched person database. The following link has information about a data available. <http://www.treas.gov/offices/enforcement/ofac/sdn/index.html>. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>
- b. Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
- c. DMV driving records;
- d. Social Security Number trace;
- e. Verification of U.S. citizenship or legal resident status; and
- f. Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

Background Check Guidelines

1. In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:
 - a. Any loyalty or terrorism issue;
 - b. Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
 - c. Dishonorable military discharge;
 - d. Felony and misdemeanor offenses;
 - e. Drug manufacturing/trafficking/sale;
 - f. Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
 - g. Criminal sexual misconduct;
 - h. Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
 - i. Illegal use of firearms/explosives; and
 - j. Employment related misconduct involving dishonesty, criminal or violent behavior.
2. The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:
 - a. The nature, extent and seriousness of the conduct;

- b. The circumstances surrounding the conduct;
- c. The frequency and recency of the conduct;
- d. The individual's age and maturity at the time of the conduct;
- e. The presence or absence of rehabilitation and other pertinent behavior changes;
- f. The potential for pressure, coercion, exploitation, or duress;
- g. The likelihood of continuation of the conduct.
- h. How, and if, the conduct bears upon potential job responsibilities; and
- i. The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal

Whenever a contractor becomes aware that any employee working under this contract becomes an unacceptable risk to the State; the contractor shall immediately remove that employee from the work, notify the Administrative Officer, NY SBOE that such a removal has taken place, and replace them with a qualified substitute. If the approval of the SBOE was initially required for the removed employee, SBOE approval is required for the replacement employee.

SBOE Notification

Prior to commencement of contract performance, the contractor shall notify the Administrative Officer, NY SBOE that the background checks and suitability determinations required by this clause have been completed for affected individuals.

3.11 Additional Services

Additional Services (any work performed by Contractor and/or subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by SBOE, and shall be compensated at the Additional Services rates bid, provided, however, that any subcontractor work shall be reimbursed at actual cost with the markup thereon being limited to five percent (5 %) of the actual cost.

The following process shall apply:

The Contractor shall prepare a quote for SBOE. For Additional Services work performed by Contractor's on-site staff, the quote must detail the scope of services, proposed timeline for completion, number of hours times the blended hourly rate bid and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed. The quote that is provided by the Contractor shall be considered "not to exceed".

The Project Manager will request approval from the SBOE Chief Information Officer. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services.

4. Bid Submission

4.1 RFP Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Lee Amado, Contract Management Specialist 2
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Email: Lee.Amado@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the solicitation. The final deadline for submission of any questions/clarifications regarding this solicitation is listed in **Section 1.4 – Key Events**. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in **Section 1.4 – Key Events**. Any additional addenda will be posted to the same location.

The expectation is that bidder's proposals will not contain any assumptions upon submission. Bidders must ask any and all questions to clarify perceived assumptions by the deadline for questions/clarifications in **Section 1.4 - Key Events**.

PLEASE NOTE: Bidders will be required to provide responses that address all the requirements of this RFP as part of their Technical Proposal.

4.2 Proposal Format and Content

In order for the State to evaluate bids fairly and completely, Bidders are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the bid.

Bidders are encouraged to include all information that may be deemed pertinent to their bid. Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original bid. If further clarification is needed during the evaluation period, OGS will contact the Bidder.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Bidder is able to fulfill the requirements of the contract.

4.2.1 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services described in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff to be assigned to provide these services.

The Bidder's proposal should contain sufficient information to assure the SBOE of its accuracy. All responses to this RFP shall be subject to verification. Additional information may also be included.

A Technical Proposal that is incomplete may be eliminated from consideration. Failure to follow these instructions may result in disqualification.

Note: Cost information cannot be included with the Technical Proposal documents.

4.2.1.1 Cover Letter

The cover letter should confirm that the bidder understands all the terms and conditions contained in this solicitation and will comply with all the provisions of this solicitation. Further, should the contract be awarded to your company, you would be prepared to begin services on the date indicated in **Section 1.4 – Key Events**. The cover letter should also include the full contact information of the Bidders Representative that OGS shall contact regarding the bid. This should include the physical address of the Bidder. A bidder representative authorized to make contractual obligations must sign the cover letter.

4.2.1.2 Minimum Proposer Qualifications

Bidders must confirm their ability to meet the minimum qualifications, experience and capabilities to provide services requested in this solicitation including the Minimum Requirements set forth in **Section 1.6 – Minimum Bidder Qualifications**.

The Bidder should describe or submit documentation that proves that it meets the Mandatory Bidder Qualifications defined in **Section 1.6** and acknowledged by **Attachment 2 – Vendor Affirmation**. Any Subcontractors must also meet the Mandatory Bidder Qualifications, and this should be described or supported with submitted documentation.

4.2.1.3 Qualifications/Experience/References

The Bidder should address each of the following items regarding its qualifications, experience, and references to similar projects:

1. Describe the number of years your company has been providing service for software and architecture design, software development, testing, implementation, maintenance, and support for mobile web apps deployed in a Microsoft Azure cloud environment; describe experience specifically working with state and/or federal government.
2. Describe experience installing and deploying successful web app software in hybrid Microsoft Azure cloud environments.
3. Describe three projects of a similar scale, technical complexity, and security requirements that your company has successfully completed in the last five years, with emphasis on projects similar in scope to this project. Include the scope of projects, the number of web apps and users, the CSPs, the location of projects, and the time frame for project execution and completion. Ideally, these will be public sector election organizations at a state or local level with high security and privacy requirements.

4. For at least three of the projects described in number 3 above, provide one or more references, including their title, role on the project, and contact information—including phone number.
5. For any Subcontractors, describe the number of years the firm or individual has been providing services for software and architecture design, software development, testing, implementation, maintenance, and support for mobile web apps deployed in a cloud environment.
6. For any Subcontractors, describe their experience working specifically with the Bidder, including the work that was performed, the duration of the work, the relationship with the Bidder, the client for whom the work was performed, and how the experience is relevant to this project.

4.2.1.4 Staffing Plan

The Bidder shall provide a project staffing plan with proposed staff and reporting relationships, including Subcontractors. This plan must detail both the onsite staff and executive management assigned to the project as well as how the project will be managed by the Bidder's organization.

As required by **Section 3.6 Key Personnel Requirements**, the Bidder must provide a resume and two outside references for each individual proposed for a position identified as "Key Personnel." In addition to basic qualifications (e.g., certifications obtained), include descriptions of experience in elections and cybersecurity. Where applicable, provide any specific knowledge and experience with state and local policies, architecture, and related aspects of the proposed work.

The Staffing Plan shall also explain the process the Bidder will use to respond to any staff attrition and what its bench strength is for qualified staff who are available to support the project through completion.

4.2.1.5 Technical Approach

The Bidder should describe its technical approach to executing the project and how it will achieve each of the following requirements and deliverables:

1. How its project management experience, practices, and procedures will be employed to meet the scope, cost, schedule and quality requirements.
1. How its approach to software design, development, and testing will be utilized to meet the technical deliverables.
2. How its knowledge and expertise will result in a technical architecture that meets the system and capacity requirements and can scale to accommodate increased loads in the future.
3. How it will achieve each of the items #1-13 defined in **Section 3.4.3 Functional Requirements**.
4. How it will address each of the items #1-8 defined in **Section 3.4.4 Preferential Considerations**.

5. How its knowledge and expertise will ensure compliance with NYS Security, Codes, and Standards (<https://its.ny.gov/ciso/policies/security>).
6. How it will approach system change management to implement only approved modifications and enhancements to the system throughout the term of the contract.
7. How its approach to training and knowledge/skills transfer will prepare SBOE staff to assume ongoing operation and maintenance of the delivered system.
8. How its approach for support and warranty will ensure satisfactory results for all system users.
9. How the design and solution components will leverage the Microsoft Azure PaaS or IaaS offerings to ensure the use of industry standards and protocols such as OpenID Connect, OAUTH 2.0, REST, JSON, HTTP, and SOAP.
10. How the solution design will allow for BC/DR services.
11. Specify all Microsoft Azure components that will be required for the solution and the purpose of each in **Exhibit B – Software and Development Tools**.
12. How the design will ensure that the entire solution can be transferred to SBOE at the contract conclusion for ongoing operation, support, and maintenance.

4.2.1.6 Security Practices

The Bidder shall respond to each of the following numbered security items. Throughout this section links are provided for Bidder reference about security practices, policies, and standards. Bidders should account in their response to security items for the fact that DHS designated the systems used to administer elections as Critical Infrastructure. They should be particularly conscious of this designation in referencing how their proposed solution will meet the security controls detailed in NIST 800-53 Security and Privacy Controls (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>) and the NIST Cybersecurity Framework (<https://fas.org/sqp/crs/misc/IF10677.pdf>).

1. Complete all columns in **Attachment 4 - Security Controls Responsibilities Matrix** and submit the completed Matrix with their proposal to demonstrate their experience and understanding of how the shared security responsibility model applies to the proposed solution including their security responsibilities
2. Provide all work locations and descriptions of physical and logical security requirements, handling of sensitive materials, and emergency and disaster backup provisions. Describe how you will manage various work locations from the perspective of highly secure environments. This includes adherence to requirements that all work and data storage be maintained in the United States, as applicable.
3. Describe your company's process for background checks of personnel including Subcontractors, if any, who will be working on sensitive functions or in key personnel positions for the project.

References:

Section 3.10 - Background Checks;

NIST 800-53 Security and Privacy Controls

(<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>)

Control Family Personnel Security (PS))

NIST Cybersecurity Framework (<https://fas.org/sqp/crs/misc/IF10677.pdf>)

4. Describe your company's process for security training of personnel including Subcontractors, if any, who will be working on sensitive functions or in key personnel positions for the project. This should include any role-based training as specified in NIST 800-53r5 Awareness and Training Family (AT).
5. Provide an outline of a security plan for implementing the security requirements and controls for the specified services, along with examples of security plans for similar products or services provided under similar contracts you have been awarded and implemented successfully. The security plan for this project will be finalized in coordination with the SBOE during the performance period.
6. Identify the reference standard used to develop your security plans.
7. Provide your responsible disclosure policy for vulnerabilities.
8. Describe the scope of responsibilities, assignment/ownership of tasks, and processes and procedures for adhering to security requirements and controls for the product or service.

NIST SP 800-18:

<https://csrc.nist.gov/publications/detail/sp/800-18/rev-1/final>

9. Provide examples of prior security testing and evaluation reports, vulnerability assessment reports, and any related reports by you or your Subcontractors.
10. Provide information on the adherence to the appropriate Center for Internet Security (CIS) Benchmark for Cloud Service Offer

CIS Benchmarks:

<https://www.cisecurity.org/cis-benchmarks/>

11. Describe how you will manage the minimization, collection, storage, and transmission of Personally Identifiable Information (PII).

4.2.2 Cost Proposal

Bidder shall submit a completed **Attachment 1 - Cost Proposal Form**, in a separately sealed package within the proposal submission, which must be clearly identified as the Cost Proposal. Each item must be complete, with no lines omitted.

All software costs, including licensing of 3rd party products such as COTS or MOTS software, applications, libraries and tools, must be identified and included in the bidder's cost proposal for the contract period. Note that MS Azure services and components used during the contract period will be procured by SBOE under separate contract.

Bidder shall not provide alternative pricing or deviate from the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal

4.2.3 Administrative Proposal

- All required completed forms from **RFP Appendix B**.
- **MWBE:** This procurement includes Minority and Women-Owned Business Enterprise (MWBE) participation goals to which all Bidders must comply. Refer to **Appendix E** of this solicitation for details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be used to find certified MWBE businesses to meet this requirement.
(<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>)
- **SDVOB:** This procurement includes SDVOB participation goals of which all bidders must comply. Refer to **Appendix F** of this solicitation for specific details pertaining to this procurement opportunity. The directory of New York State Certified SDVOBs can be utilized to find SDVOB businesses to meet this requirement:
<https://online.ogs.ny.gov/SDVOB/search> Signed bid addenda (if any)
- Signed bid addenda (if any)
- Important Notes:
 - Insurance – Proposers are reminded of the insurance requirements as described in **Appendix D**. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - Vendor Responsibility - Proposers are reminded of the requirement as described in **Section 7.12** and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
 - Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

4.3 Proposal Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

4.4 Packaging of RFP Response

The Technical, Cost, and Administrative proposals (see **Section 4.2**) should be separated and identified within the submission package as follows:

Cover Letter:	<ul style="list-style-type: none"> • Refer to Section 4.2.1.1. • Two originals.
Technical Proposal:	<ul style="list-style-type: none"> • Refer to Section 4.2.1. • Two originals and six exact copies, each tabbed in three-ring binders. • No overt statements about cost shall be included in the Technical Proposal.

Cost Proposal:	<ul style="list-style-type: none"> • Refer to Section 4.2.2. • Two originals Attachment 1 – Cost Proposal Form clearly marked “Cost Proposal” in a separate sealed envelope.
Administrative Proposal:	<ul style="list-style-type: none"> • Refer to Section 4.2.3. • Two originals.

Please provide one digital record (USB drive) containing technical, administrative, and cost proposals. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

1. Bidder's complete name and address
2. Solicitation Number – 2469
3. Proposal Due Date and Time: (as indicated in **Section 1.4 - Key Events**)
4. Proposal for Board of Elections Online Voter Registration System

Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

4.5 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered.

Submit all required bid documents, to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration, Agency Procurement Office
 Empire State Plaza, Corning Tower, 32nd Floor
 Albany, NY 12242
 Attn: Lee Amado
 Bid # 2469

E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the above office on or before 2:00 PM on the date indicated in **Section 1.4 - Key Events**. Bidders assume all risks for timely, properly submitted deliveries. Bidders

mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time.

The received time of bids will be determined by the clock at the above noted location.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

Bids must remain open and valid for 180 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS, SBOE, and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until either tentative award of the contract(s) by Issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the Issuing Office to the successful Bidder. This solicitation remains the property of the State at all times, and all responses to this solicitation, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<https://empirestateplaza.ny.gov/parking>

5. Evaluation and Selection Process

5.1 Proposal Evaluation

All responsive proposals will be evaluated based upon the criteria set forth in this section. Proposals will be evaluated for best value to the State. OGS/SBOE reserves the right to check references to verify the information provided in the proposal as part of the evaluation process.

OGS/SBOE reserves the right to check references as part of the evaluation process. OGS/SBOE also reserves the right to request clarifications. Any such clarifications shall become part of the bidders submission.

5.2 Proposal Scoring

Responsive bids will be evaluated and scored based upon the criteria set forth in this Section. Bids will be evaluated for best value to the State.

A team of OGS/SBOE employees will evaluate each bid and initially determine whether a bid is responsive to the requirements of the Solicitation.

Items A-D will be scored using a 0-10 scale applied to the category weight. For example: A perfect score of 10 in each category will result in 665 points (66.5%).

For Item E, the evaluation team will award 3.5% of possible evaluation points (35 points) if proper certification declaring MWBE, SDVOB, and/or Small Business Enterprise criteria is met.

For Item F Cost, the lowest grand total bid amount will receive the full 30% (300 points). All other bids will receive a proportionate number of points.

5.2.1 Evaluation Items

A. Qualifications, Experience, and References (18%).

Each proposal will be evaluated as to the extent of the Bidder's relevant project experience and length of service in the industry, and whether or not the Bidder exceeds the mandatory requirements.

B. Technical Approach (18%).

Each proposal will be evaluated as to the completeness of and the extent to which the detailed technical approach will successfully meet the project requirements and achieve the deliverables of the solicitation.

C. Security Practices (18%).

Each proposal will be evaluated as to the completeness of and the extent to which the detailed security practices will successfully meet the project requirements and achieve the deliverables of the solicitation.

D. Staffing Plan (12.5%).

Each proposal will be evaluated as to the completeness and thoroughness of the defined staffing plan, the experience level and certifications of the named Key Personnel, the process to respond to any staff attrition, and its bench strength for qualified staff available to support the project.

E. MWBE, SBE, or SDVOB status (3.5%).

The Bidder is one of the following:

- New York State Certified Minority-Owned Business Enterprise.
- New York State Certified Women-Owned Business Enterprise.
- Small Business Enterprise (SBE) as defined in Executive Law Section 310(20).
- New York State Certified Service-Disabled Veteran-Owned Business (SDVOB) as defined in Executive Law Section 369–h(1).

Note: Although a Bidder may meet more than one of the criteria, credit is to be awarded for only one category. Bidder will either receive full credit or no credit for this category.

F. Cost (30%).

Attachment 1 – Cost Proposal Form will be evaluated in relation to all Cost Proposals submitted.

5.3 Evaluation Process

Submission Review

OGS/SBOE will review each bid response to ensure that all content has been submitted in accordance with this RFP and that Bidders meet the mandatory requirements in **Section 1.6 – Minimum Bidder Qualifications** and the format outlined in **Section 4 – Bid Submission** of this solicitation. Proposals that are nonresponsive may be rejected. All proposals passing the submission review requirements for responsiveness will be evaluated.

Technical Evaluation (70%)

A technical evaluation committee will evaluate and score each responsive proposal for items A-D listed above. SBOE may contact company references, and reference check information will be considered in the technical evaluation. It is the responsibility of the Bidder to ensure the availability of the provided references. The inability to contact a given reference may be reflected in the technical scoring and/or may result in rejection of the proposal.

Proposers will present proposed Key Personnel for interviews and presentations to be held at either NYS Board of Elections offices at 40 North Pearl Street, 5th Floor, Albany NY 12207 or via Webex. Dates and times will be scheduled by the evaluation team. The purpose of interviews is to provide an overview of the Proposer and Key Personnel's capabilities and experience and their familiarity with the overall plan for implementation. No new information may be introduced. It is a mandatory requirement that Key Personnel related to the project be available to SBOE during its regular hours of operation to participate in an interview and presentation. The interview/presentation will be considered in the technical scoring.

If any of the identified Key Personnel are unable to participate in the interview/presentation, this will be reflected in the technical scoring and/or may result in rejection of the proposal.

For item E, proposers that qualify as either an MWBE, SBE, or SDVOB will be awarded 3.5% (35 points).

Cost Proposal Evaluation (30%)

OGS Division of Financial Administration will evaluate all Cost Proposals from responsive Bidders. The Cost Proposal with the lowest total fee will be awarded the maximum possible points (refer to item F listed above). Each subsequent proposal will receive a proportionate number of points using the following formula: (low proposal/proposal being evaluated) x 300 total points.

5.4 Final Score

The scores for items A–F will be combined to develop the final score (100%), and the Bidder having the highest score will be ranked number one; the Bidder with the second highest score will be ranked number two, and so on.

5.5 Notification of Award

After the evaluation, all Bidders will be notified of the name of the Selected Bidder(s). The Selected Bidder(s) will be notified that their submitted bid has been selected and that a contract will be forthcoming for execution. The original bid, and any additions or deletions to the bid, become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior approval from the Issuing Office.

6. Administrative Information

6.1 Issuing Office

This RFP is being released by the New York State Office of General Services Division of Financial Administration on behalf of the New York State Board of Elections.

6.2 Method of Award

A single award shall be made to the vendor who has the best value responsive and responsible proposal.

Upon determination of the best value proposer, a Service Agreement, a sample of which is attached to the RFP as **Appendix C - Sample Contract** will be completed with the successful bidder's information and appended to this RFP and the successful bidder's proposal to form the contract between the parties. This contract will be forwarded to the successful proposer for execution and returned to the issuing office to be processed for all necessary signatures and State approvals. Upon final approval, a fully executed copy will be forwarded to the Contractor.

The Grand Total bid amount by lot of the selected Contractor(s), shall be used to establish the contract value. The established contract value shall not be exceeded.

6.3 Price

Bidders are required to submit pricing using **Attachment 1 - Cost Proposal Form**.

Pricing must be in accordance with the cost proposal form. Bid prices shall be inclusive of all labor, licenses, insurance, travel*, training, administrative costs, overhead and profit, sustenance, lodging and employee benefits. Travel costs shall not be applied to any invoice for services in Albany, NY.

* All travel costs are to be included in the bid price for the specific deliverables.

All changes to the scope of work shall be handled under Additional Services which is calculated at a blended rate for all titles.

Option to extend support and warranty for up to three one-year periods.

The annual price for three one-year optional extension periods should be entered in Item III of the Non-Deliverable Costs tab in Attachment 1 – Cost Proposal Form.

During the optional one-year extensions for Support and Warranty the following deliverables will be required:

- Quarterly (every 3 months) code releases in collaboration with SBOE. Releases shall include defect fixes and any SBOE approved enhancements (processed through change management). All fixes and changes need to be reviewed and approved in advance by SBOE and include release notes and any other required documentation.
- Monthly reports of defects identified, their priority, how many were fixed, and how many remain.
- Monthly reports of the system performance and metrics.
- Continue knowledge transfer to SBOE as detailed in the Knowledge Transfer Plan (deliverable 3-08).
- Written notification at the completion of the Support and Warranty period that all SBOE data has been removed from all Contractor and Subcontractor computer systems and networks. (Refer to **Exhibit A - Data Security Terms and Conditions**).

If the Bidder offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on the **Attachment 1 - Cost Proposal Form**, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If Bidder offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days).

A discount for early payment does not affect bid amounts nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

6.4 Term of Contract

The contract resulting from this solicitation will become effective Upon OSC approval or November 1, 2021, whichever is later and be in effect for a period of 40 months with the option to extend support and warranty for up to three one-year periods.

6.5 Method of Payment

For established project deliverables, invoices will not be billable until final acceptance as described in **Section 3.9 - Acceptance of Deliverables**.

6.5.1 Retainage

SBOE will retain and reserve 10% of the value of each completed deliverable to be paid to the Contractor upon successful completion of the project and the end of the stabilization period following implementation and training. OGS also reserves the right to renegotiate payment terms and percentages related to deliverables, to prevent unnecessary front-loading of the total cost of project.

6.6 Invoicing

Upon satisfactory completion, inspection and approval by the New York State Board of Elections, an invoice shall be submitted to the OGS Business Services Center – Accounts Payable Unit for payment.

Invoices will be processed in accordance with established procedures of OGS and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice must be itemized and include the following information:

1. A unique invoice number
2. Contract Number (BOE01-C00XXXX-1110000)
3. Contractor's New York State Supplier ID
4. Purchase Order Number
5. PO Line Number and Description
6. Specified information relative to payment

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by BOE.**

All Invoices are to be submitted for payment to:

Business Service Center Accounts Payable -or accountspayable@ogs.ny.gov

**1220 Washington Ave., Building 5, 5th Floor
Albany, NY 12226**

Also, a copy of the invoice and reports must be forwarded to the New York State Board of Elections.

6.7 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Information is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>, by e-mail at Helpdesk@sfs.ny.gov, or by phone at 518-457-7717. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

6.8 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any solicitation requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in **Section 1.4 - Key Events**. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the solicitation), or directly to the requesting vendor.

6.9 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS/SBOE encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute

Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

6.10 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, a singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFP, refer to this RFP.

6.11 Examination of Contract Documents

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed itself prior to bidding.
3. Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Lee Amado, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: Lee.Amado@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all bidders must be informed, such request for interpretation shall be delivered, in writing, no later than question due date listed in **Section 1.4 - Key Events**. Any interpretation of the proposed documents will be made only by an addendum duly issued.
4. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Bidders shall become a part of the contract.

6.12 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

6.13 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the bids received.
6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Bidders.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of bids.
14. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the solicitation.
15. Prior to the bid opening, amend the solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Note: The State is not liable for any cost incurred by a Bidder in the preparation and production of a bid or for any work performed prior to the issuance of a contract.

7. Contract Clauses and Requirements

7.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated October 2019 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated October 2019)
2. Contract Agreement
3. OGS on behalf of BOE RFP Number 2469 (This Document) Including any Addenda
4. Selected Contractor's Bid

7.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

7.3 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/acpl>

7.4 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the OGS/SBOE or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of OGS/SBOE to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

7.5 Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing

ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFP, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

7.6 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <https://tax.ny.gov/>

7.7 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during

and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. This can be accomplished by completion of the applicable question on the contractor information page in **Appendix B** hereto. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

7.8 General Requirements

1. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
2. Contractor agrees to notify OGS/SBOE of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change. Contractor also agrees to notify OGS/SBOE if any of the principal owners is required to register with the U.S. Department of Justice under the Foreign Agents Registration Act.
3. The Bidder agrees that in any contract resulting from this solicitation it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
4. The Bidder agrees that any contract resulting from this solicitation may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS/SBOE.
5. For reasons of safety and public policy, in any contract resulting from this solicitation, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. For purposes of any contract resulting from this solicitation, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. OGS/SBOE interpretation of specifications shall be final and binding upon the Contractor.
8. The Commissioner of OGS, nor the Co-Executive Commissioners of SBOE will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its bid on the more expensive option. Final decision will rest with OGS.
10. INSPECTION – For purposes of any contract resulting from this solicitation the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, OGS/SBOE may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

11. STOP WORK ORDER – OGS/SBOE reserves the right to stop the work covered by this solicitation and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, OGS/SBOE shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS/SBOE issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by OGS/SBOE, then the stop work order shall be effective immediately.
12. NON-EXCLUSIVE- Contractor does not have an exclusive right to perform the services, and we can choose to use other vendors or state employees to perform part or all of the work.
13. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
14. OGS/SBOE reserves the right to reject and bar from the facility any employee hired by the Contractor.

7.9 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this solicitation.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Board of Elections or their designee, 40 North Pearl Street, 5th Floor, Albany NY 12207, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the NYS Board of Elections may require concerning the proposed subcontractor's ability and qualifications.

If subcontractors must be used during the term of this contract for Additional Services work, the following guidelines shall apply.

1. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three

responsible service providers before selecting the best price and terms. Prior BOE approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:

- a) Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.
- b) If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

BOE shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide BOE with copies of all documentation BOE may request in relation to such approval rights.

7.10 Extent of Services

BOE/OGS reserves the right to re-negotiate at its discretion and to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

7.11 Termination

A. Termination

The Office of General Services/ New York State Board of Elections may, upon 30 days' notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS/SBOE may also terminate any contract resulting from this solicitation upon ten days' written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

Furthermore, OGS/SBOE shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving 30 days' written notice of termination to the Contractor.

B. Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

C. Effect of Termination

Any termination by OGS/SBOE under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

7.12 NYS Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors (“Proposers”) to provide reasonable assurances that the Proposer is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Proposer’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Proposer is responsible, and that the State will be relying upon the Proposer’s responses to the Questionnaire when making its responsibility determination.

OGS recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Proposer’s Questionnaire cannot be viewed by OGS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination

7.13 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in **Appendix B** of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: <http://www.osc.state.ny.us/vendors/index.htm>

Forms to be completed: https://www.osc.state.ny.us/vendor_management/forms.htm

7.14 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

7.15 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will

resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

7.16 Encouraging Use of NYS Businesses

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

7.17 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of

such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on **Appendix B – NYS Required Certifications**, which Bidder must submit with its bid.