

STATE OF GEORGIA



Georgia Technology Authority

REQUEST FOR PROPOSAL

GTA000040

**On Behalf of the
Office of the Secretary of State
For
Statewide Voting System**

Proposal Due Date: February 11, 2002 2:00 PM EST

Offerors please fill in the information below:

Company Name:
Contact Name:
Company Address:
Street:
City:
State:
Zip:
Company Telephone:
Company Fax
Email (Point of Contact):

Submit Proposal to:

**Georgia Technology Authority
100 Peachtree Street
Suite 2300
Atlanta, GA 30303**

All available information concerning this Request for Proposal can be downloaded from the Georgia Technology Authority website: www.gta.ga.gov . All questions should be in writing and directed to:

GTA Contracting Officer: **Gary Powell**
Email: gpowell@gta.ga.gov (preferred method of communication)
Telephone: 404-463-2300
Fax: 404-463-2390

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Georgia Technology Authority (GTA), and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Georgia Technology Authority.

It is understood and agreed that we have read the GTA's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such GTA specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from the proposal due date.

**PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____

Date _____

Print/Type Name _____

Print/Type Company Name _____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

Through this solicitation by the Georgia Technology Authority, the Office of the Secretary of State is seeking to procure the services of a firm or firms capable of providing for use in the state Direct Recording Electronic (DRE) voting equipment, with audio interface for non-visual access, in polling places, plus optical scan voting equipment for absentee balloting. These systems and associated services are to be provided as needed during the term of the contract.

These systems and services must provide on-demand, easy to use, cost-effective, direct recording electronic (DRE) voting systems at the polling places and optical scan voting systems for absentee balloting for use by the citizens of Georgia for any Federal, State or Local election conducted within the term of the contract that results from this RFP.

1.2 Overview Of Procurement Process

Pursuant to the provisions of the Official Code of Georgia Annotated 50-25-7.3 and GTA Rules 665-1 et. Seq., the Georgia Technology Authority (GTA) has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids and shall be opened in the same manner as competitive sealed bids. All proposals submitted pursuant to this request shall be made in accordance with the provisions of the Solicitation, these instructions and specifications.

This procurement shall be a negotiated, solution-based procurement. To accomplish the objective of this procurement the Offeror's Technical Proposals will be evaluated using either, or a combination of, numerical and adjectival methods to determine the "best value" for the State.

Potential Offerors should note that the GTA reserves the right to withdraw or cancel this procurement at any time prior to the issuance of a Notice of Award.

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Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the State, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. GTA reserves the right to reject any and all proposals submitted in response to this request.

1.2.1 State Technology Resource Agent

O.C.G.A. § 50-25-7.2 authorizes the Georgia Technology Authority to act as the agent of any agency for any technology resource purchase exceeding \$100,000.00. All parties acknowledge and agree that during the term of this agreement, the Georgia Technology Authority is authorized to act as agent for any state agency that is a party to this Agreement exercising any and all rights, powers and responsibilities available to the principal agency and/or granted to the Georgia Technology Authority by law.

1.3 Schedule of Events

See **Appendix A**, Schedule of Events. Proposals will be received at the date and time set forth therein at the following location:

Georgia Technology Authority
100 Peachtree Street, Suite 2300
Atlanta, GA 30303-3404

1.4 Designated Holidays

Offerors are advised that State agencies will be closed for the designated 2001-2002 State holidays listed below:

Martin Luther King, Jr.'s Birthday	January 21 st – Monday - 02
Confederate Memorial Day	April 26 th – Friday - 02
National Memorial Day	May 27 th – Monday - 02
Independence Day	July 4 th – Thursday - 02
Labor Day	September 2 – Monday - 02
Columbus Day	October 14 th – Monday - 02
Veterans Day	November 11 th – Monday -02
Thanksgiving Day	November 28 th & 29 th , Thurs & Fri - 02
Christmas Day	December 25 th & 26 th Wed & Thurs - 02

On occasion, the Governor may elect to close all or selected State facilities for a full day or part of a day because of inclement weather or other reasons.

1.5 Restrictions on Communications with Staff

From the issue date of this RFP until a successful Offeror is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any State Staff except through the Contracting Officer named herein, or during the offerors conference, or as provided by existing work agreement(s). For violation of this provision, the State shall reserve the right to reject the proposal of the offending offeror. All questions concerning this RFP must be submitted in writing (***e-mail preferred***, or fax may be used) to the Contracting Officer. No questions other than written will be accepted. No response other than written will be binding upon the State.

1.6 Acronyms and Definitions of Terms

CO	Contracting Officer
COAR	Contracting Officer Administrative Representative
EMS	Election Management System
GTA	Georgia Technology Authority
IT	Information Technology
O.C.G.A.	Official Code of Georgia Annotated (State Statues)
RFP	Request for Proposal
SEB	State Election Board
SFY	State Fiscal Year
SOS	Secretary of State
SOW	Statement of Work

ABS (Absentee Ballot System) - This has the same meaning as Optical Scan or Optical Scan Absentee Ballot Voting System

Agency – Any and all State of Georgia departments, agencies, authorities, commissions, colleges, and universities.

Ballot Field – The identification of the office name, applicable district, and in some cases, the county name. This information is contained on the printer's list.

Best Value – The expected outcome of an acquisition that, in the state’s estimation, provides the greatest overall benefit in response to the requirement. An approach that highlights the importance of technical merit and/or performance of an offer to satisfy a particular requirement, relative to the importance of the price paid to satisfy a particular requirement.

Bidder, Contractor, Offeror or Vendor (used interchangeably herein)
– A vendor who returns a properly completed bid in response to a request for solicitation from an authorized state or agency purchasing agent and shall include all entities and employees of those entities that are directly or indirectly included in a proposal to provide services and/or equipment pursuant to this RFP.

Can, May, Should – Used to express non-mandatory provisions; words denote the permissive.

Cast – To deposit or indicate a ballot or vote.

Challenged Ballot - A ballot that has been cast by an elector whose right to cast a ballot in a particular election has been challenged. This ballot is not counted until a hearing is held and a ruling has been made regarding the challenge. If the challenge is upheld, the ballot is not counted. If the challenge is not upheld, the ballot is added to all other ballots.

Contract Administration – The management of all actions that must be taken to assure compliance with the terms of the contract after award.

Contracting Officer (CO) – Any person who is authorized to take actions on behalf of the GTA to: enter into a contract, amend, modify or deviate from the contract terms, conditions, requirements, and specifications; terminate the contract for convenience or default; to issue final decisions regarding contract questions or matters under dispute. The CO may delegate certain responsibilities to his/her authorized representatives.

Contracting Officer Administrative Representative (COAR) – Any person who is designated to assist in the administration of the contract, or to assist the CO in the discharge of his/her responsibilities.

Desirable Requirements – Specific elements that would be nice to have, but are not considered critical or essential for delivery of the goods or performance of the services.

DRE- Direct Recording Electronic

DRE Voting System - Is one that:

Records votes by means of a ballot display provided with mechanical or electro-optical devices;

Processes the data by means of a computer program;

Records voting data and ballot images in internal memory devices;

Tabulates voting data as hard copy or stored in a removable memory device; and,

Incorporates an audio interface for non-visual access.

Early Voting – Ability of voters to cast an absentee ballot in person during a prescribed period of time prior to Election Day.

Evaluation – The in-depth review and analysis of contractors' proposals. It involves the application of judgment to the contractor's proposed price and performance using the express evaluation factors and criteria in the solicitation and the procedures outlined herein. The purpose of evaluation is to identify deficiencies, omissions, and need for clarification in proposals, determine the existence of price and technical realism, and discriminate among proposals as to which best meets the acquisition objectives so that an appropriate selection and award is made.

Information Technology (IT) – Any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency. IT includes computers, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.

Minimum Requirements – The minimum or basic elements that are absolutely essential to the requirement. Must be clearly identified in the solicitation document.

Overvote – A casting of more selections per race or ballot issue than allowed.

Polling Place – State or local election officials designated voting facility where citizens cast ballots and includes one or more precincts.

Precinct – A geographical area, established in accordance with Georgia Election Code [21-2-2], within which all electors vote at one polling place.

Printer's List – The printer's list is the vehicle by which the State Election Division informs the local election boards and the ballot printers of the content of each ballot. The list contains each office to be voted on, the

number of candidates to vote for, the ballot styles in which each of those offices are to appear, each candidate's name as it is to appear on the ballot, the proper sequence in which those candidates names are to appear, any other information that should appear next to the candidate's name (i.e. county of residence, presidential candidate authorization), and the number of write-in spaces that must be allotted to each office.

Provisional Ballot - Allows individuals whose name does not appear on the precinct's list of registered voters to cast a ballot. This ballot is not added to other voted ballots until it is determined by local election officials whether the individual was properly registered to vote in the election in question or not.

Purchase Orders - will be initiated by the Office of the Secretary of State as a notice to proceed for a specific job. As appropriate, a purchase order will contain the following information:

- Project
- Required delivery location(s)
- Required delivery date(s)
- On-site contact(s)
- Quantity of machines
- Any special delivery instructions, such as hours or days when shipments will not be received.

Request for Proposal (RFP) – A solicitation used when discussions may be required prior to contract award; a document used for soliciting competitive proposals.

Solicitation – A request to prospective vendors soliciting price quotation or proposal. Contains, or incorporates by reference, the specifications or statement of work, and all contractual terms and conditions.

SOS – The Office of the Secretary of State (terms used interchangeably throughout the document)

Statement of Work (SOW) or Scope of Services – A document prepared by the requester and included in the requisition package, which delineates and fully describes the service to be performed or the required end result.

Statutes – Laws passed by Congress or a state legislature and signed by the President or the governor of a state, respectively, that are codified in volumes called “codes” according to subject matter.

Undervote - A failure to register the maximum allowed number of selections for a race or ballot issue.

User – Office of the Secretary of State or designated representative.

Using Entity – State and Local Election Officials.

VWD (Voter with Disability)– A registered voter with one or more physically restricting conditions such that the individual cannot vote using a regular DRE voting unit.

Voting System - all the necessary components (hardware, software, and associated services) to fulfill the requirements within this RFP for the DRE and absentee ballot requirements.

Voting Unit – The device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a suitable power failure back-up system, and any necessary controlling unit or equipment.

VWD Unit – DRE voting unit that is designed to accommodate voters with disabilities by providing interactive devices that allow the voter to operate the voting unit without assistance. This unit must be capable of providing:

1. Non-visual access using a method that includes manual controls and audible speech; and
2. The ability to review the completed ballot before submitting his or her vote.

Warranty – A guarantee given to the state, by the contractor, stating that a product or service is reliable and free from defects and that the contractor will repair/replace the defective product or re-perform the service.

1.7 Contract Term

The resultant contract shall be contingent upon the State of Georgia gaining approval for actions contained herein from the United States Department of Justice pursuant to Section 5 of the 1965 Voting Rights Act. The contract will have options to renew for up to three (3) additional contract periods with a contract end date of one year after award, each year. The option to renew or cancel the contract during any of the option periods shall only be extended to the state of Georgia. The annual renewal of the offeror's contract shall be subject to appropriations and based on the Offeror's successful contract performance the preceding year. Contract award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Award Amendments. (See Paragraph 5.3, Period of Performance.)

1.8 Background

In light of the General Election of November 2000 in which the Georgia Secretary of State discovered almost 94,000 votes for President that were not recorded, legislation was introduced by the Secretary of State calling for election reform in Georgia. Senate Bill 213 was subsequently passed by the Georgia General Assembly in March 2001 and signed by Governor Roy Barnes in April 2001.

A key component of the legislation was a directive that, subject to funding by the General Assembly, the State of Georgia would provide to each county of the state uniform voting equipment by July 2004. With the statutory responsibility to provide and conduct elections vested with local governments, this provision offers a significant statement in that the State is willing to facilitate a one-time equipment replacement initiative to achieve uniformity and the benefits that accrue there from.

In an effort to determine the best characteristics of a Georgia voting solution, Senate Bill 213 created the "21st Century Voting Commission" to oversee a pilot project using Direct Record Electronic (DRE) Voting equipment in several municipal elections in 2001, and to further assist the Secretary of State in developing recommendations to the Governor and the General Assembly for voting equipment and related election improvements.

Following the lessons learned during the November 2001 pilot project and responding to the demands of the voting public, the 21st Century Voting Commission and Secretary of State have recommended that the state select a DRE Voting System to serve as Georgia's uniform voting system for precinct and in-person ballots and an optical scan voting system to serve as the uniform absentee Voting System. The Commission further recommended both systems shall be programmed and votes tallied using an integrated election management program.

1.9 Overview of the Agency

Visit the Secretary of State web page at www.sos.state.ga.us.

1.10 Contract Price Adjustments

Lowest Hardware and Software Prices Guarantee

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

1.11 Offerors Conference

There will be a mandatory Offerors' Conference on the date and at the time specified in Appendix A, Schedule of Events. The purpose of this conference is to answer any questions or requests for clarification of the RFP. The conference will be held on January 23, 2002, at 10:00 A.M. Attendance at this conference is mandatory in order to submit a proposal. Previous dealings with the GTA, SOS or SOS Elections Division shall not negate this requirement. Offerors may submit written questions to the Contracting Officer named above on or before the date stated in Appendix A, Schedule of Events. Questions received during the conference may be answered during the conference or deferred until posting of the questions and answers later.

Answers to both written questions received before the Offerors Conference and those submitted during the Offerors Conference will be available at the GTA website at www.gta.ga.gov as indicated in Appendix A, Schedule of Events.

Any questions received after the Offerors' Conference may or may not be answered by GTA.

Answers provided by the GTA either at the Offeror's Conference or in writing will not be considered binding. All binding answers to Offeror's inquires will be included in a formal amendment to this RFP. Any additional questions answered will be posted to the website where the RFP document is located. **Offerors are reminded and encouraged to check this website daily for any changes to the RFP.**

2.0 SCOPE OF WORK (Specification)

2.1 Introduction

The Georgia Technology Authority (GTA) has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "can", "may", "should", "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is **a minimum** requirement of this RFP. Failure to meet any minimum requirement **will result in a reduction of the score** of the Offeror's proposal.

2.2 Objective of the Procurement

The overall objective of this Procurement is to obtain the equipment and services that will allow the SOS to establish and install a standardized voting system statewide that will provide the state's voters with security, accuracy and ease of use.

2.3 Contract Oversight and Staffing

The Office of the Secretary of State will appoint a Project Manager to provide oversight and general administration to the successful Offeror from contract execution until conclusion. Offeror shall direct all required reports and project updates to the SOS Project Manager, who will be the primary point of contact during the project. The Project Manager shall also be responsible for approving payment requests.

2.4 Detailed Minimum Requirements (Phase I)

2.4.1 Initial Certified System

Offerors must clearly demonstrate and document within the technical proposal and the Executive Summary of their technical proposal that, as of the **February 15, 2002**, they have an initial DRE or optical scan system that satisfies the following minimum requirements. This identified system is not required to be the system the Offeror is proposing to the state for purposes of this RFP. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

1. Federal Election Commission Standards

All hardware and software components of the proposed system, including provisions for absentee voting and disabled voters, must comply with the FEC Voting System Standards. Evidence of this compliance will be the issuance of a qualification number by the Election Center.

2. Independent Testing Agency (ITA)

All equipment and software must be qualified by an ITA. The ITA must be approved by the National Association of State Election Directors (NASED). The proposal must include in the Executive Summary, along with signed authorization directing the ITA that performed the qualification testing to:

- a. Submit the qualification report of its testing directly to the Contracting Officer, and;
- b. Allow the Contracting Officer or designee full access to all test records and data.

3. State of Georgia Certified

All equipment and software must be certified by the State of Georgia. A copy of the certification issued by the state must be included in the Executive Summary. **This is a mandatory requirement.**

2.4.2 The Proposed System

Offerors must clearly demonstrate and document within the technical proposal and the Executive Summary of their technical proposal that, as of March 29, 2002, the Voting System they wish to propose to the state for the purpose of this RFP satisfies the following minimum requirements. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

1. Federal Election Commission Standards

All hardware and software components of the proposed system, including provisions for absentee voting and disabled voters, must comply with the FEC Voting System Standards. Evidence of this compliance will be the issuance of a qualification number by the Election Center. All hardware shall have achieved compliance at the time that the proposal is submitted. Software and firmware shall have been submitted to the appropriate Independent Testing Agency (ITA) at the time the proposal is submitted, as evidenced by a letter from the ITA indicating receipt, and testing must be completed and a qualification number issued by the Election Center prior to contract award.

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

2. Independent Testing Agency (ITA)

All equipment and software proposed must be qualified by an ITA or currently pending ITA qualification provided the system has successfully completed the source code review portion of the testing. The ITA must be approved by the National Association of State Election Directors (NASED). Either a copy of the qualification certificate issued by the NASED approved ITA, or documentation from a NASED approved ITA that the system is pending qualification and that the source code review portion of the testing is complete and satisfactory, must be included in the Executive Summary, along with signed authorization directing the ITA that performed or is currently performing the qualification testing to:

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

Offerors that submit offers without ITA qualification must provide proof that the source code review portion of the testing is complete and satisfactory and that the proposed equipment is currently pending ITA qualification. However, prior to the State making a

decision to award (See “Award Date” in Schedule of Events in Appendix A), the non-certified equipment must have ITA qualification and all documentation required must be submitted to the State. If the Offeror fails to produce the required ITA qualification prior to the Award Date, that Offeror’s proposal will be rejected.

3. State of Georgia Certified

All equipment and software proposed to satisfy provisions of this RFP must be certified by the State of Georgia prior to the Award Date (See Schedule of Events in Appendix A). A copy of the certification issued by the state must be included in the Executive Summary. **This is a mandatory requirement.**

2.4.3 Experience and Financial Capacity

The Offeror must demonstrate both the experience and financial capability to satisfy all immediate and long-term requirements for the requested system and system support.

2.4.4 System Requirements, Performance and Capabilities

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

Accuracy

Both DRE and ABS systems should:

- Produce a record of each vote;
- Accurately report all votes cast;
- Control logic and data processing methods to detect errors and provide correction method;
- Provide for the storage and tabulation of write-in votes;
- Accommodate multi-member districts whereby multiple votes are cast for more than one post in the same election;
- Permit diagnostic testing of all the major components within each unit;
- Provide printout results containing candidates and/or issues in an alphanumeric format next to the vote totals;
- Provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero printouts before each election and a precinct tally printout at the close of each election.
- Permit recounts and contested elections to be conducted pursuant to Election Code [O.C.G.A §21-2-495 (Recounts) and O.C.G.A § 21-2-524 (Contested Elections)]; and
- In the event of the failure of a unit, retain a record of all votes cast prior to the failure.

The DRE system should:

- Present the ballot to the voter in a clear and unambiguous manner;
- Alert voter to Undervotes and prohibit Overvotes before final vote is cast;
- Provide a summary screen at the end of the ballot showing what the voter has chosen prior to final vote being cast;
- Address Provisional Ballots and Challenged Ballots and the maintenance of those ballots;
- Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style; and
- Provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location, on either the same ballot style or a different ballot style.

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

- Provide for a detailed print record of each ballot cast (DRE only);
- Provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods;
- Provide for summary reports of votes cast on each voting device by extracting information from a memory device or a data storage device;
- Provide printed records regarding the opening and closing of the polls and include the following:
 - Identification of election, including opening and closing date and times;
 - Identification of each unit;
 - Identification of ballot format;
 - Identification of candidate and/or issue, verifying zero start;
 - Identification of all ballot fields and all special voting options;
 - Summary report of votes cast for each device, or ability to extract same;
 - Prevent printing of summary reports before the sequence of events required for closing of the polls are completed;
 - Poll opening reports should have all system audit information required;
 - No loss of data during generation of reports including results, images and inaccurate vote counts;
 - Integrity and security of data maintained according to time frame for federal, state and local elections;
 - Prevention of functions in an improper sequence;
 - Security provisions compatible with administrative set up and operational use;
 - Requirement for pre-election testing of logic and accuracy;
 - Requirement for logic and accuracy results to be stored in memory of main unit processor and Election Day device;
 - Programmable memory device to be sealed in unit with means of tamper detection;
 - Allow for extraction of data from memory devices to a central host;
 - Prevent modification of the voter's vote after the ballot is cast;

- Protect the secrecy of the vote such that the vote may not be observed during the voter's selection of preferences, during the casting of the ballot, and as the voted ballot is transmitted for recording on a storage device; and
 - Prohibit voted ballots from being accessed by anyone until after the close of polls.
- Provide for security procedures system-wide, from turn on to turn off; and
- Provide for safeguards against and evidence of tampering, theft or damage of the system and units.

2.4.5 Election Management System

The Election Management System (EMS) shall consist of the hardware and software required to accomplish the functions described below.

– Administrative Database

The EMS shall allow local and state election officials to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within the jurisdiction. The environment in which all databases in the subsystem are maintained shall include all necessary provisions for security and access control.

The EMS shall provide for the definition of political and administrative subdivisions where the list of candidates or contests may vary within the polling place and for the activation or exclusion of any portion of the ballot upon which the entitlement of a voter to vote may vary by reason of place of residence or other such administrative or geographical criteria.

Any database may be generated and maintained in any file structure suitable to the requirements of the jurisdiction. It is the intent of the database hierarchy described herein to ensure that data entry, updating, and retrieval be effectively integrated and controlled. Any structure, which provides the required functional capability, security, and privacy, is acceptable.

For each election, the EMS shall allow the user to generate and maintain a candidate and contest database and provide for the production or definition of properly formatted ballots and software. This database shall be used by the system with the administrative database to format ballots or edit formatted ballots within the jurisdiction.

– Ballot Generation

The EMS shall provide a software capability for the creation of newly defined elections, for the retention of previously defined formats in that election, and for the modification of a previously defined ballot format. Such systems shall be designed

so as to facilitate error-free definition of elections and their associated ballot layouts for DRE and ABS.

The subsystem shall be capable of handling at least 500 potentially active voting positions, arranged to identify party affiliations in a primary election, offices and their associated labels and instructions, candidate names and their associated labels and instructions, and issues or measures and their associated text and instructions.

– **Election Programming**

The subsystem shall provide a facility for the definition of the ballot, including the definition of the number of allowable choices for each office and contest, and for special voting options such as write-in candidates. It shall provide for all voting options and specifications as provided for in Georgia Election Code.

The subsystem shall generate all required master and distributed copies of the voting program in conformance with the definition of the ballot for each polling place and voting device, including devices required to facilitate absentee voting and disabled voters.

The distributed copies, resident or installed in each voting device, shall include all software modules required to monitor system status and generate machine-level audit reports, to accommodate device control functions performed by polling place officials and maintenance personnel, and to register and accumulate votes.

– **Ballot Validation**

The subsystem shall provide a facility for executing test procedures which validate the correctness of election programming for each voting device and polling place and insure that the ballot display corresponds with the installed election program.

The voting system election management component must be able to receive data electronically from SOS via electronic storage media or modem in an agreed upon format that contains, at a minimum, the following data:

- Full candidate name
- Candidate sequence
- County of residence where applicable or, for president and vice president, the city and state
- Text of ballot questions and voting option language
- Name of authorizing presidential candidate for a Presidential Primary Delegate
- Office name
- Number to vote for each office
- Party affiliation
- Ballot style indicator
- Number of registered voters at the precinct

The voting system election management component must also be capable of returning data electronically to SOS via electronic storage media or modem in an agreed upon format that contains the following information:

- Candidate Name
- Office
- Number of votes for (including ballot questions)
- Number of votes against (where applicable) (including ballot questions)
- Number of people voting summary and by party affiliation (if applicable)
- Number of registered voters at the precinct level (by party affiliation if applicable).

The EMS shall contain minimal, if any, double entry elements.

The EMS shall be flexible enough to allow the import/export of ballot information and voter registration information to and from a centralized statewide database, which will be undergoing changes in the coming years.

The EMS shall accommodate multiple languages. The system shall allow local election officials the ability to download information from software used to translate information to the appropriate language or the system should perform translations automatically.

The Vendor shall provide a statewide license for the entire voting system, whereby local governments shall not be required to purchase a license separately.

2.4.6 Back-Up System

The back-up system must:

- Remain in operation during power surge or other abnormal electrical occurrences;
- Engage immediately with no loss of data in the event of disruption of electrical connection; and
- Provide documentation on the backup system and its maintenance while not in use for elections.

The back –up system should: Power all components, including illumination, audible and disabled voter tools.

2.4.7 Speed of System

The Voting System shall permit voters to cast ballots quickly and easily without any loss of accuracy; and

Provide for an accurate and immediate transfer of data.

2.4.8 Absentee Voting

Absentee voting system must be integrated with the entire Voting System provided by the Vendor;

The devices that produce or process the absentee ballots shall be programmed from the same database and election definition that is used to program the precinct voting devices;

The reporting and tallying system for the remote absentee ballot system shall be capable of tallying the absentee votes as a separate precinct or allocating the absentee votes back to the voter's precinct;

The absentee results shall be easily integrated with Election Day and Early Voting results (if applicable) in a timely manner; and

The absentee voting system element must produce and record results from an optical scan ballot.

2.4.9 Early Voting [If applicable]

DRE voting equipment is to be used for "Early Voting".

DRE Units used for "Early Voting" must have all the capabilities of the DRE units used for precinct voting, as well as the following functionality:

The capability of storing and presenting to the voter any ballot style in use in any given jurisdiction;

Able to maintain multiple ballot combinations on a single DRE voting unit;

Able to accommodate multi-member districts; and

Easily download results from "Early Voting" balloting into the final tally of votes.

2.4.10 Provisional Voting [If applicable]

DRE and ABS voting equipment, as well as the EMS, must be able to separate provisional ballots from non-provisional ballots cast at the precinct on Election Day; and

Results from provisional ballots should be easily downloaded into the final tally of votes, once those provisional ballots have been determined to be eligible for counting.

2.4.11 Election Reporting Requirements

Provide a cumulative, canvass and precinct report of absentee voting, provisional ballot voting, early voting, and Election Day voting as one total;

Provide a cumulative, canvass and precinct report of absentee voting, provisional ballot voting, and early voting as one total;

Provide a cumulative, canvass and precinct report of Election Day as one total;

Provide for unofficial and official reports, in standard or custom format, including absentee and provisional voting, early voting, Election Day and total vote;

Provide the ability to custom design an election report to include the following information in total or in part:

- Name of election;
- Political subdivision and party involved - separate reports should be available for each subdivision and party;
- Date of election;
- Type of report;
- Total number of registered voters in each political subdivision and total number of registered voters in each race, and, where applicable, a breakdown by party; and
- Total number of registered voters in each voting precinct, including a sub-listing when the precinct is split; and
- Provide for the formatting of election results by capturing election data embedded in the database and producing specialized reports, i.e. a report of votes by multi-member district, legislative district or congressional district.

Provide, for election night reporting, a listing of precincts reporting and a listing of precincts not reporting;

Provide for the operator of the reporting system to change the appearance of the report by reformatting the data;

Provide for the removal of an already counted precinct and a re-counting of that same precinct in the event of errors in transmission;

Provide individualized sample ballot information for storage on a website and for reproduction and distribution;

Provide for the automatic transmission of election results through whatever medium chosen by the State, whether it be Internet, telephone lines, electronic data, etc;

Provide for the storage of election results in any version of software required, i.e. Access, Excel, Adobe, ASCII; and

Provide for election results to be produced in such a manner as to allow for easy copying for paper distribution upon request.

2.4.12 System Audit Log

The system audit log shall contain sufficient information to allow the auditing of all operations related to central site ballot tabulation, results consolidation, and report generation. It shall include:

- an identification of the program and version being run
- an identification of the election file being used
- a record of all options entered by the operator
- a record of all actions performed by the subsystem
- a record of all tabulation and consolidation input.

The system audit log must be created and maintained by the system in the sequence in which operations were performed.

2.4.13 Access to Election Data

Provisions shall be made for authorized access to election results after closing of the polls and prior to the publication of the official canvass of the vote.

The system may be designed so that results may be transferred to an alternate database or device. Access to the alternate file shall in no way affect the control, processing, and integrity of the primary file or allow the primary file to be affected in any way.

2.4.14 Voter Comfort

Font size should be adjustable for ease of sight, but not below the font size of twelve (12), at one hundred percent (100%) magnification;

Ballot should be easy to read, intuitive and follow a logical progression;

Ballot should include minimal, easy to follow on-screen instructions for use by the voter (DRE only);

Voters are to be shown a summary screen at the end of the ballot to warn against an Undervote (DRE only);

Device should be capable of supporting both Latin and character based languages (DRE only);

Voter should be aware by clear means of ballot choice;

Voter should be allowed to change selection until the voter is satisfied with choice at anytime prior to the final casting of a ballot;

Voter should be allowed to review all ballot choices before casting the ballot;

Device should prevent Overvotes (DRE only);

Device should notify voter of all Undervotes (DRE and ABS);

The ABS device should have the capacity to notify voter of all Overvotes;

Device shall prompt the voter to confirm the voter's choices before casting their ballot, signifying to the voter that casting the ballot is irrevocable and directing the voter to confirm the voter's intention to cast the ballot, and shall further signify to the voter that the ballot has been cast after the vote is stored successfully;

Voting booth must be designed so as to provide privacy for the voter while voting and must be well lit, equipped with a fixed surface of writing height on which to vote and accommodate elderly, disabled or other voters with special needs (DRE only); and

During contract period, demonstration materials shall be provided at each polling place to inform voters on how to use the voting equipment prior to actually voting.

2.4.15 Disabled Voter Comfort

All DRE voting units should be adaptable for disabled voters, from a restructuring of the voting unit or booth to the removal of the device.

In addition to the requirements outlined in paragraph 2.4.14, the units that will accommodate voters with disabilities must be capable of providing:

- Non-visual access using a method that includes touch controls and audible speech;
- The voter with the ability to review the completed ballot before submitting his or her vote;
- The system must communicate to the voter the fact that the voter has failed to vote in a race or has failed to vote the number of allowable candidates in any race and require the voter to confirm his intent to under vote before casting the ballot;
- The system must prevent the voter from Overvoting any race;
- The voter must be able to write in a candidate name in races which allow write-in candidates;
- The voter must be able to review their write-in input to the interface, edit that input, and confirm that the edits meet their intent;

- There must be a clear, identifiable action that the voter takes to “cast” the ballot;
- The system must make clear to the voter how to cast a ballot, such that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot, the action can be easily performed;
- Once the ballot is cast, the system must confirm to the voter that the action has occurred and that the voter’s process of voting is complete; and
- Once the ballot is cast, the system must preclude the voter from modifying the ballot cast or voting or casting another ballot.

2.4.16 Comfort Requirements for Poll Workers and Election Superintendent and Staff for Both DRE and Absentee Ballot Systems

Devices should be transportable, without damage to internal circuitry;

Devices should withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry.

Devices should provide poll workers with a method to immediately detect if a voting unit is not operating properly;

The programmable memory device should be easy for Poll Workers to operate after the closing of the polls; and

Devices should be “tamper-proof” while in a storage configuration either in storage or the polling location.

2.4.17 Comfort Requirements for Poll Workers and Election Superintendent and Staff for DRE System

Devices should be of such size as to be able to move through standard size doorways into various size polling places for storage in a particular location within the polling place prior to Election Day use;

Devices should allow for a Poll Worker to assist a voter in activation, either through remote help or direct access to the voting unit,; or devices should allow the voter themselves to activate the unit using some form of activation device,; [i.e. smart card, access code, or activation cartridge];

DRE systems used should be as lightweight as possible.

2.5 Specialized Requirements (Phase II)

2.5.1 Training and Education

The Vendor must provide:

Extensive training programs on all phases of the Voting System(s). Such training shall be sufficient to the point that State and Local Election personnel shall be able to operate the system without continuous support by the Vendor. The training shall address but shall not be limited to, the following topics:

- Programming of units;
- Preparation of each individual unit;
- Preparation of polling place to accept voting devices;
- Electronic transmission of election results;
- Tabulation of results;
- Equipment and software used at the central counting station;
- Methods of ensuring the accuracy of precinct results;
- Full understanding of the audit procedures;
- Conduct of a recount;
- Conduct of a contested election;
- Records preservation requirements;
- Printing, designing and reformatting election reports;
- Troubleshooting to solve temporary problems;
- Safeguards to prevent and detect tampering or theft;
- Hot points for system errors; and
- Training on the use of the Election Management System to design and layout ballots.

A detailed training program for each county, which shall include:

- Setting up and testing the voting equipment;
- Suggestions for precinct set-up;
- Operation of the voting device from start to finish;
- Processing of voters, from the early voter, to the absentee voter, to the regular voter, to the provisional voter;
- Troubleshooting methods to quickly identify and resolve any problems;
- The opening and closing of polling locations on Election Day;
- Proper operation and security for Early Voting (if applicable);
- Modem transmission of election results (if applicable);
- Printing of zero counts before the polls open;
- Assisting voters who require help while in the voting process;
- Immediate determination of device problems;
- Using the battery back up during electrical failure;
- Taking a malfunctioning piece of equipment out of service;
- Closing the polls and producing results in any of the methods available for that particular device;

- Poll worker training provided to the County, by the Vendor, will be administered by the County; and
- Training materials for use by election personnel when conducting educational outreach programs.

Assistance with pre-election training of poll workers shall be performed prior to the General and General Runoff Elections in the first even year federal statewide election of use.

The Vendor will provide a poll worker training program on videotape to the SOS and each county election superintendent. This video program will assist the SOS and local election superintendents in preparing poll workers to work the polls and properly operate the voting equipment.

Voter Education programs will be conducted by the State and the County. However, Vendor will be expected to provide basic voter education material to support state and county efforts.

2.5.2 Documentation

The proposal shall include the following documentation:

- System operator's manual;
- Environmental requirements for storage, transportation, and operation, including temperature range, humidity range and electrical supply requirements;
- User manuals detailing system functionality;
- Although it is not necessary for ITA tests to be conducted prior to filing an application for certification or provisional certification, all ITA qualification testing completed or in process at the time of application must be identified;
- Copy of a letter from the Vendor, to each ITA, that,
 1. Directs the ITA to send a copy of the completed ITA qualification report to the State,
 2. Authorizes the ITA to discuss their procedures and findings with the State, and
 3. Authorizes the ITA to allow the State to review all records of any qualification testing conducted on the voting system or its components;
- Software and firmware documentation, information, and materials, including the following:
 1. A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system.
 2. Diskettes, tapes, or compact disks containing copies of all source code files required to develop the system object code and firmware; with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a MS-DOS or Microsoft Windows operating system;

3. System flow chart describing information flow; entry and exit points; and the relationship of programs, device drivers, data files, and other program components;
4. Identification of version, release, and modification levels of all software and firmware components;
5. Identification of the steps and procedures required to generate all program modules providing system functions for which certification or provisional certification is requested;
6. Identification of all compilers, assemblers, development libraries, device drivers, operating systems, and monitors required to generate and operate the executable programs;
7. Identification of all program elements which are static and not subject to change in either content or use when distributed for sale, during testing, or during operation; and
8. Identification of all program elements which are not static and therefore are subject to change in content or use when distributed for sale, during testing, or during operation.

2.5.3 Warranty, Support and System Documentation

The Vendor shall provide:

A minimum of a one (1) year warranty, with options of extending to three (3) years, for all Voting System hardware and software, regardless of whether this warranty period for any piece of equipment and software shall extend beyond the term of this contract as described in RFP section 1.7;

Documentation of acceptance testing for each unit delivered;

During the term of the contract all software upgrades, as well as all hardware and software patches to repair defects in the system, at no charge to the using entity or State;

One complete set of user and technical documentation for all hardware and components required to operate each system for the SOS and each local Election Superintendent, in both printed and in an electronic format; and

Well-trained support personnel, conversant in the English language, for all activities that are the Vendor's responsibility.

2.5.4 Election Administration Support

The Vendor shall provide:

- An overall contract administrator who will serve as the principal point of contact for the Vendor with SOS.
- A minimum of one technician for every thirty (30) precincts reasonably dispersed throughout the state, to support counties in which the system is being deployed. This on-site technical support shall be provided throughout the General and General Runoff Elections in the first even year federal statewide election of use, shall be accessible for any support requested during an election occurring in the first odd-numbered year, and shall be provided in the subsequent following even-numbered year Presidential Preference Primary, General Primary and General Primary Run-off.

As contemplated herein, the above on-site technical support requirement would be provided for: the 2002 General Election, the 2002 General Election Run-off, the 2004 Presidential Preference Primary, the 2004 General Primary and the 2004 General Primary Run-off. Technical support would be provided for any special or other election in 2003,

- On-site technical support shall include at least the following:
 - Pre-election programming and ballot set-up;
 - Pre-election logic and accuracy testing;
 - Election day support during the full hours of operation; and
 - Post election testing and reporting.
- Service technicians who are well trained, and capable of replacing malfunctioning equipment in the polling places. Each technician that performs troubleshooting in polling places must have reliable, dedicated transportation that will allow the technician to promptly respond to a polling place voting system problem situation, and said transportation shall be of sufficient size to accommodate several voting units. As a primary function, these technicians shall transport spare voting units for possible replacement of polling place voting units that are inoperative. Units that cannot be repaired “on the spot” and needed at the polling location for the capturing of votes, shall be picked up immediately after the election ends, repaired and returned. Each technician shall further maintain a reasonable supply of spare parts and components necessary to repair a malfunctioning voting unit or return it to service. Technicians must also have cellular telephones or other means of real time communication so that they may be dispatched to polling locations that are experiencing system problems.

2.5.5 Post-Warranty Maintenance of Equipment and Software

Following the warranty period for each piece of equipment and software provided under the contract, the Vendor shall continue to maintain such equipment and software in proper operating condition for the full duration of the contract, including option periods, if exercised. The Vendor is to maintain a current inventory of all equipment and software provided under this contract, including information on the date of delivery of the equipment and software to the State to readily ascertain whether any piece of equipment is currently within the warranty period or is covered under the after warranty maintenance. Except for circumstances of abuse, malicious action or gross negligence by State or using entity officials, employees, their agents, servants, guests or subcontractors, or acts of God, the Vendor shall repair or replace such equipment or software so that they fully and properly perform as required under the contract. The only charge for such maintenance shall be the per voting unit maintenance charge bid by the Vendor in the appropriate section of **Appendix C** to this RFP (Cost Proposal Form).

The replacement of parts or components can be with entirely new parts or components, or with refurbished parts or components such that the equipment or software will function like new. Similarly, the Vendor can replace a malfunctioning unit or software with the same or similar unit, provided that SOS has certified such unit for usage in Georgia. For the purposes of this contract section, "replacement" shall mean replacement from the Vendor's stock and not from the stock of SOS or using entities. In instances when a temporary replacement has been made from SOS or using entity stock, the Vendor shall perform repairs on the improperly functioning equipment or software or make replacement from its stock within 4 weeks from the date of the temporary replacement.

All maintenance is to be performed within reasonable timeframes from notification to the Vendor of a problem. In instances where the Vendor learns of problem situations that are likely to negatively affect a significant portion of the equipment or software provided under this contract, the Vendor shall prospectively make appropriate repairs, adjustments or replacements to all such equipment or software to forestall the problem's occurrence. When a piece of equipment or software does not operate properly during pre-election programming and ballot set-up, pre-election logic and accuracy testing, or during post election canvassing, testing and reporting, the equipment shall be repaired or replaced within 4 working hours of notification of the problem. When a piece of equipment or software ceases to operate properly on an Election Day and is not repaired or replaced at that time, the equipment or software shall be replaced within 4 weeks from the date of the election during the warranty period. During the maintenance period, the equipment or software shall be repaired or substituted with a loaner within 4 weeks from the date of the election.

2.5.6 Requirements of Modifications

During the contract period, the Vendor shall:

Make systems modifications that are necessary to comply with the updates or changes to the Federal Elections Commission's Voting Systems Standards;

If modifications are made, submit the system to the NASED approved ITA for re-qualification testing;

Obtain re-certification by SOS;

Apply all certified modifications to all systems in the state to maintain uniformity of the Voting System; and

Notify the SOS of any system modifications made on behalf of jurisdictions, outside the State of Georgia.

2.5.7 Delivery Requirements

The Vendor is to deliver system equipment, hardware, software, and necessary components and perform required services to implement the required new voting system during the stated implementation phases outlined in this RFP by the dates listed in **Appendix F**. Due to funding issues, one (1), two (2) and three (3) year deployment plans are outlined in Appendix F. The deployment plan that will be utilized will be determined during the 2002 Legislative Session, by the General Assembly, prior to date of award. Submit a separate cost proposal for each deployment plan.

The deliverables shall be shipped directly to the individual counties and the exact locations shall be specified in the purchase order. For certain jurisdictions, or polling places within jurisdictions, as directed by the using entity point of contact (local election superintendent), there may be time of day, or day of the week, requirements or restrictions. As defined in **RFP section 1.6**, Purchase Orders, these requirements or restrictions will be noted in the Purchase Order from the Office of Secretary of State that identifies each county requirement.

The SOS shall specify to the vendor, the equipment quantities to be delivered to each county. Counties requesting additional quantities above the SOS specified quantity shall be responsible for the ordering of and payment for said equipment.

Vendor shall establish a means to conduct and track delivery, testing and acceptance of Voting System deployment and shall further communicate this information to the SOS Project Manager at mutually agreeable intervals.

2.5.8 Delivery Timeframe Requirements

Within thirty (30) days after award provide to Office of Secretary of State :
Regulatory data necessary for SOS to issue regulations; and
User manuals and technical documentation.

Within thirty (30) days of contract award, provide a training program outline and an implementation schedule for poll workers and election officials.

According to the schedule attached as **Appendix F**, deliver the number of each type of DRE and ABS Voting System and Units to the specified counties within Georgia established by the SOS.

Comprehensive training of Election Superintendents and staff from the jurisdictions shall be conducted for each county prior to the General and General Runoff Elections in the first even year federal statewide election of use, the Vendor will assist the local Election Superintendent in conducting comprehensive training for Poll Workers for their various precincts (See RFP section 2.5.1 for these training requirements). The Vendor may provide training on a regional basis, but must do so in no less than ten (10) locations in all regions of the state, with each training session held on a different date.

Pursuant to the election support requirements of 2.5.4, the Vendor will assist the local Election Superintendent in programming the voting units and conducting pre-election testing and set-up in accordance with the time frames outlined in Appendix F.

2.5.9 Unit Quantity Requirements

The State of Georgia anticipates the purchase of approximately 18,000 DRE voting units, 159 optical scan absentee ballot voting units and 160 copies of software (see Appendix F). These items must be provided by the dates outlined in Appendix F. Appendix F provides for three (3) different deployment plan scenarios. The actual deployment plan shall be determined prior to award is contingent upon a decision by the General Assembly.

2.5.10 Reporting and Complaint Resolution

1. The Vendor shall inform the SOS Project Manager on a per occurrence basis of any hardware or software system error occurrences in any jurisdiction outside of Georgia in which the voting system is being used. All errors should be fully analyzed as to their cause and remedy.
2. The Vendor shall ensure continuous and immediate access to its Contract Administrator for the purpose of receiving complaints from the using entities. Such access shall be by the manner described in the Vendor's proposal or as may subsequently be agreed to by SOS.
3. For the period covered by the warranty, the Vendor must develop a complaint resolution tracking process that will be submitted for the SOS Project Manager's

approval within 20 working days after the SOS has signed and returned the contract to the Vendor.

4. The Vendor must provide a weekly Summary Complaint Report to the Project Manager. The summary report must include:
 - a. The name of the person issuing the complaint;
 - b. The using entity represented by the person;
 - c. Complaint type;
 - d. Complaint Resolution;
 - e. Pending and unresolved complaints; and
 - f. Other information specified by SOS.
5. The Vendor shall provide a monthly status report to the COAR on complaint resolution implementation progress.

3.0 PROPOSAL SUBMISSION

3.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of the RFP. Fancy bindings, colored displays and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein. Offerors are encouraged to approach this project in a very open and creative manner.

3.2 Submission of Proposals

Proposals must be identified as follows:

Proposal of (Your Company's Name):

RFP Number:

Proposal Opening Date and Time: **As determined in Appendix A – Schedule of Events**

Any proposal received after the due date and time MAY be rejected. The acceptance of late proposals shall be governed by GTA Rule 665-2-4-.06.

Submit all proposals to:

Georgia Technology Authority

Procurement Services – Attn: Gary Powell

100 Peachtree Street, Suite 2300

Atlanta, GA 30303

Required Organization of Offeror's Proposal for an Offeror's proposal in response to this RFP for Phase I should include the following two separate packages, each labeled accordingly:

3.2.1 Part 1 – Administrative Documents and Technical Proposal

An original packet and one (1) hard copy are required. The following are to be included in the packet:

- A completed coversheet (page 1) to the RFP
- A signed Proposal Letter (page 2) to the RFP
- Signed Addenda Document(s) to the RFP (if applicable)

An original and 10 hard copies and 10 copies on CD-ROM are required. The Technical Proposal shall include the following sections:

- General Business Information
- Program Product(s) proposed
- References
- Offeror's responses to items in Sections 3 of the RFP. (Separate and identify responses to Phase I and Phase II in the Technical Proposal)
- Any exceptions to the Terms and Conditions.

No cost information should be included in the Technical Proposal.

3.2.2 Part 2 – Cost Proposal

An original and two (2) hard copies along with one (1) copy on CD-ROM are required. All costing information related to the bid must be contained in the Cost Proposal (See Appendix C).

3.2.3 General Business Information

The Offeror must indicate the name, address, telephone number, email address, FAX number, and Employer Identification Number (EIN) of the legal entity with which the contract is to be written.

3.2.4 Legal Status of the Company

The Offeror must indicate the legal status of the company (i.e., corporation, sole proprietorship, partnership, etc.) and provide documentation of the legal status of the Offeror, such as Corporate Certificate, Authorization to Conduct Business in Georgia, etc. The Offeror must describe and provide a corporate chart reflecting any relationship between the bidding company, parent company, and all subsidiaries, listing each of the officers of the company. Offeror must provide the legal status of the ownership of the program products being offered.

3.2.5 Previous Contract Termination

Indicate whether the Offeror or any principal officers of the company have had a contract terminated for default within the last five years. Termination for default is defined as “ a notice to stop performance delivered to the Offeror due to the Offeror’s non-performance or poor performance”. If the Offeror has had a contract terminated for default in this period, then the Offeror must submit full details including the other party’s name, address and telephone number, and whether the issue of performance was either:

- Not litigated due to inaction on the part of the Offeror, or
- Litigated and determined that the Offeror was in default, or
- Litigated and determined that the Offeror was not in default, or
- Not litigated and settled out of court.

3.2.6 Financial Information

GTA is concerned about Offeror’s financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary and Offeror’s do not wish such information to be part of the public record under the Georgia Open Records Act, the GTA reserves the right to perform additional due diligence in this area, at the sole discretion of GTA, prior to award of any contract. Please provide an original and one copy of your most recent independent financial audit report.

3.2.7 References

Identify those private or public organizations that have used your program products (proposed here) in the last three years. Identify organization name and address, and point of contact, including name, phone number and email address. Briefly describe the services provided to those organizations. Please use the form in Appendix E to provide this information.

3.2.8 Information to be Included in Response

This section of the Offeror’s Technical Proposal should address the following items as they relate to the requirements identified in Section 2 of the RFP. **All Offerors must complete this section!** Be specific when responding – generalities found in marketing materials will not be sufficient. The responses to these Items will weigh heavily in the determination of the product(s) chosen.

For the following items, provide as much detail as necessary as to lead the Evaluation Team to make an informed decision regarding your organization’s proposed product(s).

Phase I:
Phase I - Item 1

- a. Title page;
- b. Table of Contents;
- c. **Declaration of Confidential Sections (if any)**
- d. Executive Summary.
 - In the first section of this summary, the Offeror shall condense and highlight the contents of the Technical Proposal.
 - In the second section and as required in RFP section 2, the Offeror must specifically state how it satisfies the minimum requirements listed in RFP section 2.
 - In the third section, the Offeror shall include a statement of guarantee that it will constantly afford the State the lowest price for equipment and software that it charges to any non-Federal customer (see 1.10).
 - In the fourth section, the Offeror shall include a statement of capacity to comply with deployment requirements of this RFP.
 - In the fifth section, Offeror must provide statement affirming that no current or pending contract will restrict or modify the capacity of the Offeror to meet the provisions of this RFP.
 - And, in the sixth section, the Offeror must identify any and all exceptions taken to the requirements of this RFP, Contract or other attachments;
- e. Offerors must propose and discuss in detail how their solution to the DRE Voting System elements meets the requirements of Section 2.4;
- f. The proposal must include all necessary equipment, software, services, and support to any using entity as designated by SOS. All initial equipment ordered shall be newly manufactured, not reconditioned or refurbished in any way. The proposal must include microcomputers and printers with associated hardware, hardware connector cables, cabling, operating system software, software applications, training, and technical support that will provide for a fully functioning voting system for the using entity. The proposal must include an election management system flexible enough to allow the import/export of ballot information and voter registration information to and from a centralized statewide database, which will be undergoing changes in the coming years.

Phase I – Item 2
OFFEROR EXPERIENCE AND CAPABILITIES

Companies shall have experience in supplying large deployments of voting equipment, similar to the State of Georgia's equipment requirement of providing the prescribed number of devices in each of the 159 counties. Companies should provide evidence of references for supplying machines for multiple municipalities and/or counties. The equipment being supplied to other municipalities and/or counties shall be

“direct record electronic” (DRE) and shall not be over two generations removed, from the style of equipment being proposed to the State of Georgia.

Company shall have, and shall provide an affirmative statement to demonstrate the capacity of manufacturing and deploying the requisite number of devices within the period prescribed in this request.

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

1. An overview of experience providing Voting Systems and rendering services similar to those included in this RFP. This description shall include:
 - A summary of the Voting System and services offered;
 - The number of years the Offeror has provided the Voting System and services;
 - The number of clients and geographic locations the Offeror currently serves and may potentially serve as the result of a pending bid, with identification of the number of Units and scope of current or pending services;
 - If the Offeror does not have direct experience the offeror must document its ability to fulfill the requirements of this RFP through the use of a subcontractor(s), whose experience with Voting Systems and related services shall be cited; and
 - Experience must include documenting actual elections and include the size and magnitude of those elections that the Offeror’s system and services were used. Test elections do not meet the intent of this section.
2. An organization chart of the Offeror showing all major business units, and indicate which business units will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
3. References from customers who are capable of documenting:
 - a. The Offeror's ability to manage projects of comparable size and complexity.
 - b. The quality and breadth of Voting System and services provided by the Offeror.
 - c. Each client reference to include the following information:
 - Name of client organization
 - Name, title, and telephone number of point of contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided (including the exact type of equipment), scope of the contract, geographic area being supported, size of jurisdiction by number of registered voters and number of polling places, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).

- If the Offeror is no longer serving this client, provide an explanation as to why the Offeror is not providing those services to the client organization.

4. Answers to the following Offeror Capability Questions for the specific system being proposed:

- a. How many voting systems has your company produced in the last year?
- b. How many voting systems has your company sold in the last year?
 - How many were DRE systems?
 - How many were Optical Scan systems?
- c. How many voting systems do you have in inventory?
- d. Describe availability of spare parts for maintenance and repair of any system you provide.
- e. Where is the Offeror headquartered and how many full-time employees the Offeror maintains and/or part-time employees they make available during peak election periods?
- f. Does the Offeror selling the voting system also manufacture this voting system? If no, explain what vendor manufactures the voting system and in what state the manufacturer is located.
- g. What arrangements does the Offeror selling the voting system have with the manufacturer to guarantee that orders will continue to be filled in the future, and that the manufacturer of this voting system will continue to stay in business?
- h. How many upgrades or new versions for either the hardware or software of this voting system have there been since receiving ITA certification?
- i. Has the Offeror received ITA certification for any of these upgrades or new versions of either the voting system hardware or software?

**Phase I – Item 3
Financial Capabilities and Insurance**

The Offeror shall include the following:

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

Phase I – Item 4
Legal or De-Certification Actions Summary

The Offeror shall include the following:

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

Phase I – Item 5
Answer These Questions About Your Voting System

1. Identify each item of equipment, software and service you are proposing including model number, version and revision number of the software.
2. Are the models and versions identical to the model and version that were tested by the ITA?
3. Describe the particulars of your DRE Voting Unit:
 - a. Definition of screen sizes;
 - b. Definition of font sizes;
 - c. Definition of color options;
 - d. Weight of each individual device;
 - e. Weight of accompanying hardware;
 - f. Booth availability;
 - g. Ability of system to accommodate other languages;
 - h. Are devices independent or interconnected;
 - i. Describe the user interface with the system (i.e. touch-screen, wheel activated, etc); and
 - j. List any other features that distinguish your unit.
4.
 - a. Describe the particulars of your ABS system;
 - b. What are the procedures for creating and setting up ballots for DRE and ABS?
5. Describe how your system complies with the requirements of the Americans with Disabilities Act. In particular, for your VWD Unit describe the:

- a. Method for non-visual access; and
 - b. Methods to accommodate voters with disabilities relating to hearing, cognitive abilities, physical mobility and fine motor skills.
6. How are write-in votes handled on each Voting System (DRE and ABS)?
 7. How are provisional ballots handled (DRE and ABS)?
 8. Describe in detail the method for handling recounts on each Voting System. Electronic recount? Manual recount? Can each voter's ballot image be reproduced as is? If so, does voter anonymity remain in place?
 9. Describe every means of receiving election-related data and transmitting election results to the local elections central office and the SOS?
 10. What are the reporting and audit techniques that are incorporated into each Voting System?
 11. Describe the redundancy systems for recording votes and explain which back-up devices or audit functions of the system can be used to independently verify the total votes cast for any particular candidate.
 12. Describe the types of election reports available from each Voting System?
 13. Describe the flexibility available in the production of these reports?
 14. How does the Voting System incorporate different languages into the units or the voting devices? Explain the process of loading non-English ballots onto the Voting System for DRE and non-visual access ballots.
 15. What will be impacted in the voting process in the event of a power failure? Explain in detail the back-up procedures. Explain in detail the remedies available should there be a power failure and a battery failure?
 16. What system is in place that would identify and record any attempt at tampering with the voting device by the voter, an election official or anyone else?
 17. What is the minimum lead time required for making last minute ballot changes, necessitated by death, withdrawal, eligibility, or court action?
 18. What procedure is in place to inform the voter of an Undervote or Overvote?
 19. What procedure is in place to allow the voter to review the ballot prior to casting the ballot?
 20. Explain in detail voting a secret ballot by the blind or visually impaired. What provisions are made for voters with other disabilities?
 21. Explain why your Voting System is easy for voters to use. Take into account demographic information relating to race, age, sex, economic status, and education. Do you have statistics to back up your claims?
 22. What methods of voter information have you found to be the most successful in establishing voter familiarity and comfort with your system?
 23. What are the environmental requirements for operating the Voting System?
 24. What are the storage requirements and limitations for the Voting System?
 25. How should the Voting System be tested prior to absentee voting and Election Day to ensure the accuracy and readiness of each device?
 26. How many registered voters are recommended per DRE voting unit?
 27. Describe how your system protects the voter's secrecy while voting.
 28. How can a voter cast a blank ballot? What safeguards are in place to mitigate the chances a blank ballot will be cast?
 29. Describe the power source requirements for the polling place system.

30. If the system is a touch-screen DRE, how often does the screen require calibration?
31. In the instance of equipment malfunction is the voting unit capable of retaining a record of all votes cast prior to any malfunction? How are the ballots recaptured and included in the election results?
32. What testing has been conducted to determine the voting station's susceptibility to electro static interference? What were the results of these tests?

Phase II:

Phase II – Item 1

- a. Offerors must propose and discuss in detail how their solution to the DRE Voting System elements meets the requirements of Section 2.5;
- b. Offeror must provide a detailed draft plan including deployment of Voting Systems and required training within the time frame outlined in **Appendix F**;
- c. The proposed voting system must include the Offeror's plan for continuous and uniform statewide hardware and software upgrades, as available to the proposed voting system, both during and after the Contract period. There should also be an analysis of projected future technological and other elections related issues and a discussion of the adaptability of the Offerors proposed equipment and software;
- d. Offerors must propose their plan for testing and acceptance of voting system equipment, per paragraph 2.5.7, and tracking of which equipment is under warranty versus equipment covered by post warranty maintenance.
- e. The plan to track future prices charged to other non-Federal customers of the Offeror so as to assure that, as required by RFP section 1.10. the State will pay no more for equipment or software in the future than the lowest price paid to these other customers.
- f. The Offeror must provide a statement of the life expectancy of each piece of hardware and software beyond the potential contract term.
- g. The Offeror must describe the capability of its system interfacing with the SOS Voter Registration System.
- h. The Offeror must describe its personnel capabilities, addressing the number and qualifications of personnel and providing their resumes. Key personnel are those with overall responsibility for:
 - Contract management
 - Technical training
 - Technical support
- i. The Offeror must describe how they will ensure that the proposed system they are proposing will meet re-certification in the event of future updates and/or changes to standards by FEC and/or NASED.

**Phase II – Item 2
Schedule for Deployment**

Please attach a detailed plan and schedule for deploying all Voting System equipment, for providing technical support, and for other activities related to meeting terms of this RFP.

**Phase II – Item 3
Election Official Training**

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

Provide a detailed training syllabus and samples of materials to be used in training, including such items as a detailed notebook, guidelines, checklists, videos and the like for training election officials and workers in the administration of the system, from its initial implementation to the retention of election records after an election. This training should include developing ballot formats, diagnostics, voting schematics, electronic transmissions, non-modem transmissions, compiling election returns, formatting reports and releasing results. Training should also include extensive information on how to solve every conceivable problem that might develop in the election process.

**Phase II – Item 4
Workflow**

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

**Phase II – Item 5
On-Site Support**

Provide an outline of proposed on-site vendor support during the Contract period, as well as a long-term plan for vendor support. Include a description of the type of support to be provided, the number and qualifications of headquarter and service technicians provided as part of this RFP, as well as services available after Contract period.

**Phase II – Item 6
Education and Outreach**

Provide a sample plan for educating the voting public, the media, candidates, voters and all interested parties on the operation of the new Voting System that the SOS might incorporate into its education and outreach program.

**Phase II – Item 7
Transmission of Election Results:**

Describe the requirements and process of relaying election results in a hard copy form.

Describe the requirements and process of relaying election results in an electronic storage form.

What types of telephone lines are required at the polling locations, to enable modem transfer of election results? Will cell phones work for modem transmission? Which (cellular or land) communication line is preferable? When should testing be done prior to actual transmission of election results?

Please provide a “best practices” method recommended, either from your company’s experience in another jurisdiction or from research and development.

**Phase II – Item 8
Economic Benefit Factors**

1. The Offeror shall describe the benefits that will accrue to the State of Georgia economy as a direct or indirect result of the Offeror’s performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
 - The estimated percentage of contract dollars to be recycled into Georgia’s economy in support of the contract, through the use of Georgia subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - The estimated number and types of jobs for Georgia residents resulting from this contract. Indicate job classifications, number of employees in each classification,

- and the aggregate Georgia payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Georgia and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - The estimated percentage of subcontract dollars committed to Georgia small businesses and Minority Business Enterprises (MBEs).
2. In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Georgia that would result from the Offeror's proposal.
 3. NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should respond to the above questions on a per \$1,000 of contract value basis. In other words, for each \$1,000 of contract value, how many Georgia jobs will be created, what Georgia tax revenue will be generated, how much will be paid to Georgia subcontractors, etc.? **This section is for informational purposes only and will not be evaluated.**

Phase II – Item 9 Subcontractors

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

Phase II – Item 10 Submission of Equipment for Testing

At any given stage of the RFP process, the state of Georgia shall have the option of requesting that an Offeror or Offerors provide a complete system, for evaluation purposes.

Phase II – Item 11 DRE Delivery Location and Time

If requested by the GTA Contracting Officer, Offerors proposing a statewide uniform voting system must deliver to a specified location the proposed election management software and hardware needed to format ballots, and three (3) voting units, other hardware, connections, etc. needed to create a "fully functional" polling place for review by the evaluation committee.

Phase II – Item 12 Escrow Agreement for Voting Systems Software Source Code

Offerors must provide a sample escrow agreement. At a minimum the agreement:

- (1) must identify an escrow agent located in the State of Georgia;
- (2) must provide the software source code in a minimum of two formats (one human readable and one machine readable) to the escrow agent;
- (3) must provide the software documentation to the same escrow agent;
- (4) must contain a statement stating that if anything happens to the company or the company decides that it cannot or will not complete the terms and conditions of the contract, the state of Georgia shall, within one week, receive full access to the source code and unlimited rights to continue using and supporting the software, at no cost to the state of Georgia;
- (5) must contain a statement stipulating that the state of Georgia shall gain full access to the source code to resolve an election related challenge, such as, but not limited to election tampering, etc; and
- (6) must contain a statement, agreeing to send a letter to the ITA that qualified the system, giving the state of Georgia full access to "final build", records and tests results related to the qualification tests at no cost to the state of Georgia.
- (7) must contain a statement, agreeing that the escrow will stay in place throughout the contract and option year periods, as well as the warranty and post-warranty periods.

Phase II – Item 13

Open Architecture

It is in the best interest of the state to procure systems that adhere to an "Open Architecture". Therefore the vendor should describe how their systems allow for Open Architecture Applications Programming Interfaces, generally described as "Open API", between the various components of their election systems. The vendor should describe how their systems would maintain interoperability should the state during the initial procurement or in the future decide to choose multiple/additional vendors for election and election-related systems. The vendor should describe how their systems would interoperate with other vendor's election systems, as well as existing or future state systems, such as the voter registration system maintained by the State of Georgia. Also, it is desirable that the vendor review the state enterprise portal strategy as outlined on the Georgia Technology Authority website and describe how any enterprise election systems that are proposed would fit into that strategy.

3.3 Part II - Cost Proposal (Phase III){tc \l 3 "FINANCIAL PROPOSALS"}

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor must submit the proposal and above prescribed duplicates. The Cost Proposal must contain all cost information in the format specified in **Appendix C**. Complete the cost sheets only as provided in the Price Proposal Instructions. The cost of the proposed Voting System should not include the installation of any building network wiring.

3.3.1 Cost Proposal

Offerors should provide information regarding licensing fees associated with their products. GTA will only consider program product prices that are enterprise wide pricing for the entire State of Georgia authorized users. Offerors should also include detailed costing information regarding base software, staffing, module customization, and any other costs associated with the proposed products and services. Failure to provide pricing following these categories may result in reduction in the score or disqualification by GTA. The State will not reimburse travel costs for consultants, nor will the State purchase any hardware for development of this RFP.

4.0 EVALUATION

Overview

A comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort will be conducted.

The evaluation will be conducted in the following steps:

- Evaluation of Technical Proposals for Phase I
- Identification of Phase I Offerors that meet functional requirements at the sole discretion of GTA
- Evaluation of Technical Proposals for Phase II
- Identification of Offerors eligible for demonstrations
- Evaluation of demonstration
- Evaluation of Cost Proposal

Identification of Apparent Successful Vendor(s)

Subsequent to the opening of the sealed Cost Proposals, discussions, consisting of Communications and Clarifications as defined in GTA Rule 665-2-1-.02, may be conducted by the GTA with responsible Offerors whose submitted proposals are determined to be reasonably susceptible of being selected for award. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining Best and Final Offers.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The GTA Contracting Officer shall conduct all such discussions.

Award shall be made to the responsible Offeror(s) whose proposal is (are) determined in writing to be the most advantageous, bringing "best value" to the State, taking into

account all evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. GTA reserves the right to reject any and all proposals submitted in response to this request.

Evaluation Organization

An evaluation committee made up of subject matter experts will judge the merit of the Technical Proposals. Proposals will be evaluated using the adjectival method. The contract awarded under this RFP will be made to the Offeror presenting the best value to the State for this procurement. An explanation of the evaluation by phases follows below.

Evaluation of Technical Proposals – Phase I

Each proposal will be evaluated to determine if it complies with the instructions and requirements for Phase I of the project presented to the Offerors listed in this RFP.

Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies **will result in a reduction of the evaluation score of the proposal.**

Evaluation Criteria – Phase I

The State reserves the right to waive variances or reject any or all proposals. The State reserves the right to request clarifications from all Offerors.

Ratings for the Technical Proposals will be the following:

EXCELLENT – Proposal demonstrates excellent understanding of requirements and approach that significantly exceeds performance or capability standards. Proposal has exceptional strengths that will significantly benefit the State.

GOOD – Proposal demonstrates good understanding of requirements and approach that exceeds performance or capability standards. Proposal has one or more strengths that will benefit the State.

SATISFACTORY – Proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability standards. Acceptable solution. Proposal has few or no strengths.

MARGINAL – Proposal demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance.

UNSATISFACTORY – Proposal fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal.

The ratings above reflect the evaluator's confidence in each Offeror's ability, as demonstrated in their proposal, to perform the requirements stated in this RFP.

Identification of Products Meeting Functional Requirements

Evaluation of Technical Proposals – Phase II

Phase II Technical Proposals will be evaluated using the adjectival method. For Phase II of the procurement, the State reserves the right to waive variances or reject any or all proposals. The State reserves the right to request clarifications from all Offerors.

Evaluation Criteria – Phase II

The State reserves the right to waive variances or reject any or all proposals. The State reserves the right to request clarifications from all Offerors.

Ratings for the Technical Proposals will be the following:

EXCELLENT – Proposal demonstrates excellent understanding of requirements and approach that significantly exceeds performance or capability standards. Proposal has exceptional strengths that will significantly benefit the State.

GOOD – Proposal demonstrates good understanding of requirements and approach that exceeds performance or capability standards. Proposal has one or more strengths that will benefit the State.

SATISFACTORY – Proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability standards. Acceptable solution. Proposal has few or no strengths.

MARGINAL – Proposal demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance.

UNSATISFACTORY – Proposal fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal.

The ratings above reflect the evaluator's confidence in each Offeror's ability, as demonstrated in their proposal, to perform the requirements stated in this RFP.

Identification of Offeror's Eligible for Product Demonstrations

Once Phase II Technical Proposal evaluations are complete, at the Evaluation Team's sole discretion, Offerors who meet the criteria as stated in Paragraph 3.0 shall be invited to provide product demonstrations to the Evaluation Committee.

Evaluation of Product Demonstration

The ratings reflect the evaluator's confidence in each Offeror's ability, as demonstrated in their product demonstration, to perform the requirements stated in the RFP.

Ratings for the Demonstration will be as follows:

EXCELLENT – Voting system demonstrates excellent capability of meeting requirements and significantly exceeds performance or capability standards. Voting system has exceptional strengths that will significantly benefit the State.

GOOD – Voting system demonstrates good capability of meeting requirements and exceeds performance or capability standards. Voting system has one or more strengths that will benefit the State.

SATISFACTORY – Voting system demonstrates acceptable capability of meeting requirements and that meets performance or capability standards. Voting system has few or no strengths.

MARGINAL – Voting system demonstrates limited capability of meeting requirements and only marginally meets performance or capability standards.

UNSATISFACTORY – Voting system fails to meet performance or capability standards. Requirements can only be met with major changes to the voting system.

The ratings above reflect the evaluator's confidence in each Offeror's voting system to perform the requirements stated in this RFP.

Evaluation of Cost Proposals

Based upon the evaluation results of Phase II Technical Proposals, GTA will review the Cost Proposals for leading Offerors. The State reserves the right to waive minor variances in the Cost Proposal or reject any and all Cost Proposals and request resubmission.

Identification of Apparent Successful Vendor(s)

The Offeror, who in the consensus of the Evaluation Committee and GTA represents the "Best Value" to the State, will be chosen as the successful Offeror.

5.0 TERMS AND CONDITIONS

5.1 RFP Amendments

The GTA reserves the right to addend the RFP prior to the date of proposal submission. Addenda will be posted to the Internet, see Appendix A, Schedule of Events for the Internet address.

5.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Contracting Officer named herein. A person authorized to sign on behalf of the Offeror must sign all such requests.

After proposal due date, GTA, may in its sole discretion, permit withdrawal when the best interest of GTA would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake not resulting from negligence and the mistake is clearly ascertainable.

5.3 Period of Performance

Any contract awarded hereunder shall commence on March 29, 2002 or date of award if later, and shall remain in effect through March 28, 2003 unless sooner terminated under the provisions of this contract.

5.4 Contract Administration Data

The Contracting Officer or his/her designated Contracting Officer Administrative Representative at the agency/department level will perform all contract administration. The contract administration functions include, but are not limited to: ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors, that may cause delay in performance of the work.

5.5 Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the offeror. The GTA will not provide reimbursement for such costs.

5.6 Contract

The Contract, which the GTA intends to use with the successful Offeror, will be incorporated by addendum, prior to proposal due date and identified as Appendix B. Prospective offerors are urged to carefully read this contract prior to making their offers. The Contract and any exceptions to the Contract must be submitted with Offeror's proposal. The GTA reserves the right to add provisions to the Contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the GTA affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal and be attached to the agreement. Failure to note any exceptions will be deemed acceptance of the Contract Terms and Conditions. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror will be required to enter into discussions with the State to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

Offeror will not retype the enclosed contract.

5.7 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the State of Georgia that would create the appearance of impropriety or in objectivity, the Offeror must disclose such relationship(s).

5.8 Confidentiality Requirements

Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The staff members that are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement.

5.9 Minority Business Policy and Tax Incentive

It is the policy of the State of Georgia that minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. There is a Minority Subcontractor Georgia Income Tax Incentive opportunity, refer to the Official Code of Georgia Annotated 48-7-38 for details. Offerors interested in taking advantage of the Georgia income tax incentives, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should address their questions to The Governor's Small Business Center (See 5.13 for address).

5.10 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the State that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

5.11 Financial Information

The State of Georgia is concerned about Offeror's financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform the requirements outlined in this RFP. While detailed financial data is generally proprietary and Offerors do not wish such information to be part of the public record under the Georgia Open Records Act, the GTA reserves the right to perform additional due diligence in this area, at the sole discretion of the GTA, prior to award of any contract.

5.12 Subcontractor Payments Quarterly Report

On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments, that together total more than \$2500 to any single subcontractor, supplier, business partner, joint venture and/or agent, that the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification (FEI) number, the purchase order or contract number and the amount paid. Again, reports are due on the 10th day of January, April, July and October for the previous quarter. All reports shall be forwarded to:

The Governor's Small Business Center
Attn: Tony Greene
200 Piedmont Avenue, S.E.
Suite 1102, West Tower, Floyd Building
Atlanta, Georgia 30334-9010
Telephone: (800) 495-0053 or (404) 656-6315
E-Mail:
HYPERLINK mailto:DOASOSMB@doas.state.ga.us
DOASOSMB@doas.state.ga.us

5.13 Delivery Compliance

The Offeror shall comply with the required delivery/performance schedule, taking into consideration all existing commercial and governmental business commitments. If not able to comply, the Offeror shall pay to the State of Georgia, liquidated damages, for each calendar day of delay, a sum equal to .25% of the contract amount.

5.14 Submission of References

The Vendor shall have a satisfactory performance record and provide evidence of the fact, through the submission of written references as request herein. The references shall be submitted by clients that obtained at least \$1,000,000 in election equipment and services from Offeror's company. The Offeror shall have a satisfactory record of integrity and business ethics and provide evidence of the fact, through the submission of written references.

5.15 Organizational and Operational Controls

The Offeror shall have the necessary organization, experience, accounting and operational controls and technical skills needed to compete in the computerized voter election equipment marketplace. Evidence of organizational structure, as well as equipment, training, support and maintenance delivery systems, shall be provided.

5.16 Performance Bonds

The successful Offeror must submit a Performance Bond (see **Appendix D**), or cashier's check in the amount of ten (10) percent (%) of the contract amount for the duration of the contract. The cost of this bond, or cashier's check, is to be included in the total prices proposed and will not be recoverable as a separate cost item. The Performance Bond or cashier's check shall be delivered to the State, by the successful Offeror within five (5) working days after being notified of the proposed contract award.

5.17 Intellectual Property Rights

Any software or other product(s) originally created by a Contractor in performance of this Contract (including any product created through the use of a tool is owned by

Contractor) shall be deemed to be “work made for hire” and the State of Georgia shall have all ownership rights and interest in such product(s). If any software product owned by Contractor is installed or used in the performance of this Contract, Contractor shall provide the State of Georgia, at no additional cost, a perpetual, royalty-free license to use such software to the extent required to fulfill the purpose of the State expressed in this Contract. If any software product owned by any third party is installed or used in the performance of this Contract, Contractor shall be obligated to obtain for the State of Georgia a perpetual license to use such third party software to the extent required to fulfill the purposes of the State expressed in this RFP. No software or other product shall be installed or used in the performance of this Contract unless and until the State of Georgia has approved, in writing, all licensing and related agreements for such products.

LIST OF APPENDICES

APPENDIX A	SCHEDULE OF EVENTS
APPENDIX B	CONTRACT
APPENDIX C	COST PROPOSAL
APPENDIX D	PERFORMANCE BOND
APPENDIX E	PERFORMANCE INFORMATION REQUEST
APPENDIX F	DEPLOYMENT AND DELIVERY PLAN

**APPENDIX A
SCHEDULE OF EVENTS**

<u>Event</u>	<u>Date</u>
Release of RFP	January 14, 2002
Deadline For Written Questions* *Submit via E-Mail to: (<i>gpowell@gtgta.ga.gov</i>)	January 21, 2002
Offeror's Conference	January 23, 2002
Transcript of the Q&As, posted on the Internet**	As Required

Go to <http://www.gta.ga.gov>. Click on Procurement, click on Bid Information, fill in the information requested (Sort the List By, Select the Fiscal Year, Select the Bid Activity) then click on Search. Click on the Bid Closing Date next to this RFP title. This will send you to the Bid Notice that will have the links to the RFP, Questions and Answers (Q&As) and any clarifications, schedule changes and other important information at the bottom of the page. Offerors should check these pages daily!

Proposals Due Date & Time	February 11, 2002 2:00 PM E.S.T.
Initial System Certification Deadline	February 15, 2002
Certification Deadline for Proposed System	March 29, 2002
Proposals are due to: Georgia Technology Authority 100 Peachtree Street Suite 2300 Atlanta, GA 30303	
Contract Award Date (On/About)	March 29, 2002
Contractor Commences Work	April 1, 2002

The State of Georgia adheres to the guidelines set forth in the American Disabilities Act. Accordingly, provisions will be made to make your visit to the Georgia Technology Authority easier and more accessible. We ask that you please call 404/463-2300 in advance if you require special arrangements when you attend the public bid openings or when you visit our offices. If you need assistance when attending Offerors' Conference, if one is scheduled, please contact the Contracting Officer named herein. Please try to give at least one-day notice. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages for the speech and hearing impaired in strict confidence.

Appendix B – Sample Contract

Note: The Contract will be posted to the web as an addendum to this RFP.

**APPENDIX C
COST PROPOSAL**

Total Contract Value for ALL Requirements including G & A* \$_____**

*G & A = all General and Administrative Costs, Profits, Travel, per diem, and ALL costs associated with this contract.

**This is the figure that will be used in the evaluation.

Where there is a reference in the RFP to deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to, and price, all requirements and ensure "Total Contract Value for ALL Requirements" above includes all requirements.

Price Breakdown

Initial Year Unit Price for DRE_____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty, as outlined in 2.5.13.

Initial Year Unit Price for ABS_____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty, as outlined in 2.5.13.

Initial Year Unit Price for training_____

This unit price must include all cost associated with training.

OPTIONAL PRICING

Total Contract Value for ALL Requirements including G & A* for Option Year One
\$_____**

Option Year One Unit Price for DRE_____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty.

Option Year One Unit Price for ABS_____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty.

Option Year One Unit Price for training _____

This unit price must include all cost associated with training.

Total Contract Value for ALL Requirements including G & A* for Option Year Two
\$ _____**

Option Year Two Unit Price for DRE _____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty.

Option Year Two Unit Price for ABS _____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty.

Option Year two Unit Price for training _____

This unit price must include all cost associated with training.

Total Contract Value for ALL Requirements including G & A* for Option Year Three
\$ _____**

Option Year Three Unit Price for DRE _____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty.

Option Year Three Unit Price for ABS _____

This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty

Option Year three Unit Price for training _____

This unit price must include all cost associated with training.

Annual Maintenance price per DRE unit after the warranty has expired _____

Annual Maintenance price per ABS after the warranty has expired _____

Note: All pricing submitted must be extended to city and county governments. Failure to agree to this may cause your proposal to be rejected.

Project Cost

Each Offeror **MUST** present a fixed cost proposal for the work to be performed. Such cost proposal should include all costs (separate provisions for travel and/or per diem will not be accepted). It is the GTA's intention to award a contract through competitive negotiations. In the event competitive proposals are not received for this solicitation, an Offeror will be required to submit cost and pricing data.

**APPENDIX D
PERFORMANCE BOND**

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

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

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

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

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Administration, and during the guarantee and

warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

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

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

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

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

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

In Presence of: Individual Principal

Witness.....as to(SEAL)

In Presence of: Co-Partnership Principal

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

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

.....as to(SEAL)

.....as to(SEAL)

Corporate Principal

Attest:
(Name of Corporation)

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

Signature

Attest.....(SEAL) AFFIX CORPORATE SEAL

Title:.....

Bonding Agent's Name:.....

(Business Address of Surety)

Agent's Address.....

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

APPENDIX E
PERFORMANCE INFORMATION REQUEST

Offeror shall provide a list of the last three (3) contracts and subcontracts, if applicable, completed during the past three (3) years, and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Include the following information for each contract and subcontract:

Name of contracting activity

Contract Number

Contract type

Contract dollar value

Brief description of contract work

Name and phone number of Contracting Officer and/or Program Manager