

**REQUEST FOR PROPOSAL
FOR THE ACQUISITION OF A NEW
VOTING SYSTEM FOR
THE STATE OF LOUISIANA**



File No. M 50797 K

Solicitation No. 2198751

**Proposal Opening Date: May 24, 2005
Proposal Opening Time: 10:00 a.m. CDT**

**State of Louisiana
Office of State Purchasing**

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REQUEST FOR PROPOSAL FOR THE ACQUISITION OF A NEW VOTING SYSTEM FOR THE STATE OF LOUISIANA

1 ADMINISTRATIVE INFORMATION

1.1 Background

Since the mid-1950's, Louisiana has conducted all of its elections on voting machines. Louisiana has a commitment to providing accurate, efficient and technologically advanced election systems to its constituents. The first voting machines introduced were the Shoup 2.5 lever voting machines. Since that time, Louisiana has upgraded its voting equipment to include lever and electronic systems, each of which provides a printed copy of the election results and a printed audit trail. In 2001-2002, the State of Louisiana became one of the first states in the country to install touchscreen electronic voting machines in its statewide absentee voting process and in Election Day voting in two of its parishes, Ascension and Tangipahoa.

The Department of State (hereinafter "Department"), headed by the Secretary of State as the State's chief election official, is the agency charged with acquiring voting equipment for the State of Louisiana pursuant to LSA-R.S. 18:1361 *et seq* and the Louisiana Procurement Code, LSA-R.S. 39:1551 *et seq*. All elections are administered by the Secretary of State, as the chief election official, and by the parish clerks of court, as the parish election officials. See, [Appendix 13](#) for the Department of State's Elections Business Process. The Secretary of State is the repository for all voter registration records and maintains a statewide voter registration system. In-person absentee voting is conducted by the parish registrars of voters. Election results are transmitted by the parish clerks of court to the Department of State.

Voting machines are stored in warehouses in each of the 64 parishes and are transported to the precincts by contractors hired by the Department of State. All ballot preparation is performed centrally in the Department's office for all 64 parishes.

❖ Current System

Louisiana currently has three types of voting systems in place for casting Election Day and absentee ballots. For Election Day voting, Louisiana conducts elections on lever and electronic voting machines. Paper ballots may be used for provisional voting and military overseas voting.

Fifty [50] of Louisiana's sixty-four [64] parishes are equipped with the Sequoia Voting Systems AVM-POM, lever-type voting machines with a paper full-faced ballot. The

State has a current inventory of 4,221 AVM-POM machines located in the following 50 parishes: Allen, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caldwell, Cameron, Catahoula, Claiborne, Concordia, Desoto, East Carroll, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jeff Davis, Lafayette, Lafourche, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Charles, St. Helena, St. James, St. John, St. Martin, St. Mary, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Carroll, West Feliciana, and Winn. [See, [Appendix 10.](#)]

Twelve [12] parishes have a current inventory of 3990 Sequoia Voting Systems AVC Advantage machines. These DRE machines are located in the following 12 parishes: Acadia, Caddo, Calcasieu, East Baton Rouge, East Feliciana, Jefferson [East and West], Orleans, Plaquemines, St. Bernard, St. Landry, St. Tammany, and West Baton Rouge. [See, [Appendix 10.](#)]

Two [2] parishes have a current inventory of 519 DRE machines that are a computer touchscreen ballot, the iVotronic, manufactured by Election Systems & Software (ES&S), located in Ascension and Tangipahoa parishes. [See, [Appendix 10.](#)]

For absentee voting, in-person ballots are cast on ES&S iVotronic machines in all 64 parishes. The state has a current inventory of 421 iVotronics for absentee voting. In those 64 parishes, there are a total of 78 office locations where absentee voting in-person is conducted.

Mail-in absentee ballots are cast on mark-sense paper and read by NCS Optscan 5 & 6 scanners in all jurisdictions. Teamwork Optical Scanners read mark-sense ballots printed under contract by the Secretary of State. The state has a current inventory of 107 scanners allocated to those 64 parish offices and satellite offices.

❖ **Available Information**

The Secretary of State’s Elections Division provides statistical data and other information, such as the number of registered voters, precincts, and machines, on the State’s website, <http://sos.louisiana.gov/elections/elections-index.htm> or <http://sos.louisiana.gov/>.

❖ **Agencies Serviced by this Proposal**

Both state and local agencies participate in the election process either preparing and/or using the voting system. Those agencies and their functions are set out as follows:

Agency	Function
Registrars of Voters (64)	Maintains registration data, conducts absentee voting and transfers data to the Clerk of Court

Agency	Function
Clerks of Court (64)	Chief election official of the parish who assists in training poll commissioners on the use of voting equipment; assists in the sealing of the voting equipment for use on Election Day; performs pre-election tests of all transmission processes to the Secretary of State; reads machine cartridge data; and transmits election data to the Secretary of State
Secretary of State (1)	Chief election official for the State who prepares and certifies ballots; prepares and certifies all machine programming; prepares election-day supplies for use by poll commissioners; purchases, stores, transports, maintains, programs, and repairs voting equipment; trains Registrars of Voters, Clerks of Court and poll commissioners on use of voting equipment

1.1.1 Purpose

The purpose of this RFP is to obtain competitive proposals as allowed by Louisiana Revised Statutes 18:1362 and 39:1593C from bona fide, qualified proposers who are qualified to provide HAVA compliant, NASED certified and state certified voting machines. [See, [Section 1.4.1.](#)] The centralized election management system should include all aspects of the voting process from ballot definition to final vote certification. This procurement method is used for the procurement of high technology which involves complex services and the evaluation of criteria such as ease of use, product operation and support, product availability, proposer's qualifications and experience, and proposed staffing, along with cost, to determine the best value for the State.

The Department is proposing three price schedule options. Option one is the replacement of the lever machines in 50 parishes for Election Day voting. Option two is the replacement of the lever machines in 50 parishes for Election Day voting and the replacement of the AVC DRE machines in 12 of the remaining 14 parishes for Election Day voting. Option three is the replacement of all Election Day and Absentee voting equipment with one statewide voting system, including the absentee scanning equipment. Additionally, for all options the Department is seeking to have all voting units and all parts removed, upon the purchase of any such replacements.

1.1.2 Goals and Objectives

- ◆ To implement the best available technology in absentee and Election Day voting that is centrally administered, managed and controlled through a wide area network primarily using 64k connections between the Secretary of State's Office, and the warehouses, registrars and clerks offices located throughout Louisiana.
- ◆ To train Department employees on programming, maintenance and repair of the new voting system, and to assist in the training of the clerks of court, registrars of

voters, poll commissioners, and any other key personnel on the use of any new voting system.

- ◆ To ensure accurate ballot preparation, recording and tabulating of votes with necessary inbound and outbound interfaces established with the Department's systems.
- ◆ To implement the use of the new voting system on the schedule described herein or on a proposed schedule that best benefits the needs of the State.
- ◆ To use the new voting system in a voter outreach and education program to educate voters on the proper use of the new technology in order to reduce voter failure.
- ◆ To select a voting system that is of a size and dimensions such that it minimizes storage space and may be stored safely in maximum temperatures in the summer months of 130° in storage and 105° in use, and in minimum temperatures in the winter months of -15° in storage and 40° in use, and in an average humidity of 98%.
- ◆ To fully comply with HAVA by January 1, 2006.

1.2 Definitions

- A. Absentee In-Person Voting - The term "absentee in-person voting" shall mean that voting which occurs in the registrar of voters' offices during the statutory absentee voting period prior to Election Day.
- B. Absentee voting – The term "absentee voting" shall mean that voting which occurs both in-person and by mail during the statutory absentee voting period prior to Election Day.
- C. COB – The term "COB" shall mean the close of business for the State, which is 4:30 pm. CDT.
- D. Contractor: The term "Contractor" shall mean the successful proposer who is awarded the contract for the provision of a new voting system in response to this RFP.
- E. Department: The term "Department" shall mean the Department of State.
- F. Discussions- For the purposes of this RFP "discussions" shall mean a formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.
- G. DRE – The term "DRE" shall mean a direct recording electronic voting system.
- H. FOB Destination – The term "FOB Destination" shall mean "free on board" to the Department's designated destination, where the contractor's obligations include the delivery of goods to the named destination point and includes unloading of all goods delivered.
- I. HAVA- The term "HAVA" shall mean the Help America Vote Act of 2002.
- J. Jurisdiction – The term "Jurisdiction" shall mean a parish.

- K. LaPAC – Online solicitations and award information are available through the Louisiana Procurement and Contract Network administered by the Office of State Purchasing.
- L. LASOS – The term “LASOS” shall mean the Louisiana Secretary of State Automated Systems.
- M. May- The term “may” denotes an advisory or permissible action.
- N. Must- The term “must” denotes mandatory requirements.
- O. NASED- The term “NASED” means the National Association of State Election Directors or its successors.
- P. OSP – The term “OSP” means the Office of State Purchasing.
- Q. Poll Commissioner – The term “poll commissioner” shall mean those persons who work at the precinct on Election Day, identifying voters and facilitating the voting process.
- R. Precinct – The term “precinct” shall mean the smallest political unit of a Ward having defined geographical boundaries.
- S. Precinct voting or Election Day Voting – The term “precinct voting” or “election day voting” shall mean that voting which occurs on Election Day at the local precincts throughout the State.
- T. Project Manager – The term “project manager” shall mean the contractor’s employee who is fully trained and has the working knowledge of the proposed methodology of the entire project and who has the responsibility for all project management activities.
- U. Proposer – The term “proposer” means any company, corporation, limited liability company, partnership, limited liability partnership, sole proprietorship or other recognized business entity that manufactures a DRE voting system and who is certified to submit a proposal in response to this RFP.
- V. RFP – The term “RFP” shall mean the Request for Proposal for the acquisition of a new of a voting system.
- W. Secretary of State – The term “Secretary of State” shall mean the Chief Election Officer for the State of Louisiana, Department of State, charged with the responsibility of acquiring voting equipment for use throughout the State of Louisiana, and is sometimes referred to as “SOS”.
- X. Shall - The term “shall” denotes mandatory requirements, as per R.S. 39:1556(24).
- Y. Should – The term “should” denotes desirable action.
- Z. State - The term “State” shall mean the State of Louisiana.
- AA. Voting System - The term “voting system” shall mean a voting machine and all related hardware, software, and firmware necessary to prepare ballots, conduct elections, tabulate and report results.

BB. Voting Unit – The term “voting unit” shall mean a voting machine.

1.3 Schedule of Events

<u>Event</u>	<u>Date/Time (CDT)</u>
1. Advertising of request for proposal	April 19, 2005
2. RFP mailed to prospective proposers	April 19, 2005
3. Pre-Proposal Conference (non-mandatory)	10:00 am/April 29, 2005
Office of State Purchasing 1201 North Third Street Claiborne Bldg., Suite 2-160 Baton Rouge, LA 70802	
4. Deadline to receive written inquiries	COB/May 06, 2005
5. Deadline to answer written inquiries	COB/May 13, 2005
6. Proposal Opening Date	10:00 am/May 24, 2005
7. Oral discussions with proposers	To be scheduled, if necessary
8. Notice of Intent to Award to be mailed	(anticipated)June 07, 2005
9. Debriefing	To be scheduled, if necessary
10. Contract Negotiations	(anticipated)June 07, 2005
11. Contract Signing	(anticipated)On or before July 05, 2005

NOTE: *The State of Louisiana reserves the right to deviate from these dates.*

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

Important -- Clearly mark outside of envelope, box or package with the following information and format:

- ◆ **Proposal Name: “Request for Proposal for the Acquisition of a New Voting System for the State of Louisiana”**
- ◆ **File Number: M 50797 K; Solicitation No. 2198751**
- ◆ **Proposal Opening Date: May 24, 2005, 10:00 a.m. CDT**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to the following post office box:

Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to the following physical location:

Office of State Purchasing
1201 North 3rd Street
Suite 2-160
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Proposers should be aware of new security requirements for the Claiborne building and allow time to be photographed and presented with a temporary badge.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.4.1 Voting System Qualifications

All voting systems proposed shall have been pre-qualified through the Secretary of State’s certification process conducted prior to this RFP. The Secretary certified the voting systems that met the certification standards adopted by the Department pursuant to LSA-R.S.18:1361.

Additionally, each voting system and all of its components, submitted in response to this RFP shall be NASED certified, and shall meet all state law requirements of Chapter 8 of

the Louisiana Election Code, Title 18, specifically R.S. 18:1355, and be HAVA compliant. [See, [Appendix 3](#) and [Appendix 7](#)]

All machine firmware, software and hardware shall be upgraded and certified by contractor on a periodic basis to meet federal and State requirements for a period of 20 years.

All software components depending upon Microsoft or other commercially available products used in the implementation will be upgraded and certified at the discretion of the Department after the official release by Microsoft or other contractor.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described in [Section 2.6](#) of this proposal.

1.5.1 Number of Response Copies

Each proposer shall submit one (1) signed original response. Ten (10) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable. [See, [Section 1.6](#)] One electronic copy of the entire proposal should be submitted in Adobe or MS-Word format on a CD-ROM.

1.5.2 Legibility and Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP is also desired. Each proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidentiality of Proposal

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your price schedule will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of

submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL.**"

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the State will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such – "REDACTED COPY" – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also State which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held on April 29, 2005 at 10:00 am CDT, at the following location:

Office of State Purchasing
1201 North Third Street
Claiborne Building, Suite 2-160
Baton Rouge, LA 70802

Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any proposer intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Department will be stated in writing in response to written questions.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (May 06, 2005). Initial inquiries shall not be entertained thereafter.

The Department shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The Department reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the Department's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

NOTE: LaPAC is the State's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any State employee or State consultant. The State shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the State. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Llewellyn DeFoe
P. O. Box 94095
Baton Rouge, LA 70804-9095
E-Mail: Llewellyn.DeFoe@LA.GOV
Phone: (225)342-8020 / Fax: (225)342-8688

1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.10 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

1.13 Material in RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

1.16 Ownership of Proposal

All materials (paper and electronic content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective proposers or contractors prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the

proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and terminations based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the proposer's response is unacceptable and the proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Department shall consider the selected proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, proposers may enter into subcontractor arrangements only upon the written approval of the Secretary of State, or his designee. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If the use of subcontractors is approved as provided for herein, the State urges the prime contractor to use Louisiana contractors, including small and emerging businesses, if practical. Information required of the prime contractor under the terms of this RFP [See, [Appendix 2](#)], is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentation

Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. The Department reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

1.24 Best and Final Offers

Best and Final Offers (BAFOs) may be requested, at the State's discretion. If Best and Final Offers are requested, only those proposers who submit proposals determined to be reasonably susceptible of being selected for award will be invited to participate in such offers. Proposals may be accepted without such offers.

1.25 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful proposer to accept these obligations shall result in the rejection of the proposal.

1.26 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the State.

1.27 Contract Negotiations

The Department may start contract negotiations immediately upon the issuance of the Notice of Intent to Award.

If for any reason the proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Department may negotiate with the next most responsive proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.28 Contract Award and Execution

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, and any addendums, the proposal of the selected contractor will become part of any contract initiated by the State.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable, as set forth in the sample contract.

If the contract negotiation period exceeds 30 days or if the selected proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked proposer.

Award shall be made to the proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors.

The State intends to award to a single proposer, but does not guarantee quantities, as per [Section 1.38](#).

1.29 Notice of Intent to Award

Upon review and approval of the evaluation committee and the agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful proposer. A contract shall be completed and signed by all parties concerned. This should be on or before the date indicated in the "Schedule of Events" in [Section 1.3](#). If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous proposer.

Office of State Purchasing will also notify all unsuccessful proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be

made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

1.30 Debriefings

Debriefings may be scheduled by the participating proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225) 342-8020 or E-mail to Llewellyn.DeFoe@LA.GOV.

1.31 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP [See, [Appendix 8](#)]. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

1.32 Subcontractor Insurance

The Contractor shall include all approved subcontractors as insureds under its policies or shall insure that all approved subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt

written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in Combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein or mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.34 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.35 Payment of Services

The Contract resulting from this RFP shall be compensated on a firm fixed price basis with payment upon completion of deliverables and services in phases [See, [Section 2.2.1](#)]. Payments, less retainage, will be made upon successful completion and after review and written approval by the Secretary of State, or his designee, of the deliverables and services. All deliverables and services shall be completed and invoiced to the State monthly based on the contract rates for the deliverables completed in each of the project phases. The monthly billings shall be supported by time sheets and current written status reports, describing the work completed and current status of work in progress. The contractor will not be compensated for more than the total cost ceiling proposed for each phase and for the total project.

Under normal circumstances, the State should remit payments to the contractor within thirty (30) days after receipt of properly documented invoices, and approval of same by the State. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. The State makes every effort to pay all valid or undisputed invoices in a timely manner, but there may be times when invoices are disputed or clarification of charges are needed before payment can be made.

The allowable payment amount for each invoice in each phase will be multiplied by 90%, giving the amount that will be remitted to the Contractor. Ten percent (10%) of the allowable payment for each invoice in each phase will be retained until written acceptance by the Secretary of State, or his designee, of all deliverables and services of a given phase has been provided by the Contractor.

Upon written State acceptance of a given phase's successful implementation, the retained funds will be paid to the Contractor. No interest on retained funds shall accrue to the Contractor.

Payment terms for all phases are included in [Section 2.2.1](#).

1.36 Termination

1.36.1 Termination of the Agreement for Cause

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceed diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.36.2 Termination of the Agreement for Convenience

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.36.3 Contract is Contingent upon Appropriation of Funds

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of said contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.37 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.38 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed for each option of the estimated quantities in [Section 2.1.1](#). In the event a greater or lesser quantity is needed in each option of the estimated quantities in [Section 2.1.1](#), the right is reserved by the State of Louisiana, Department of State, to increase or decrease the amount for each option, at the unit price stated in the proposal, during the initial or renewal terms of this agreement.

Neither the State nor Department of State obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.39 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of State, Division of Administration, or others so designated by the Division of Administration, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.40 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the American with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

1.41 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.42 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

Any software, research, reports, studies, data, or other documents, drawings or materials prepared by the contractor in the performance of its obligations under the Agreement shall be the exclusive property of the State and all such materials shall be delivered to the State by the contractor upon completion, termination or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the State; provided, however that contractor shall be allowed to use non-confidential materials for writing samples in

pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

For materials that preexist the contract or to which the Contractor or third parties have all rights, title, and interest, the Contractor grants to the State an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute, within the State only. Both parties agree to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted.

1.42.1 Confidentiality of Data and Security of Resources

Any contractor staff providing direct services shall sign a Statement of Confidentiality and Security to assure an understanding of the importance of safeguarding agency data and resources. The disclosure or misuse of any confidential information, whether intentional or negligent, shall represent grounds for pursuing the immediate termination of services of specific staff and/or termination of agreement in whole. Contractor warrants that software and services provided hereunder will be free from any "Self-Help Code" or "Unauthorized Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

1.43 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.44 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Office of State Purchasing.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.45 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated in [Appendix 2](#) – Proposed Staffing, with substitution only upon the written approval of the Secretary of State or his designee.

A detailed resume of qualifications [See, [Appendix 2](#)] and justification is to be submitted to the Department prior to request for any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.46 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. [See, [Appendix 7](#) for Federal Clauses governing this RFP.]

1.47 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1673.

1.48 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov/>

2 SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Department seeks to procure a new voting system as outlined herein. Any voting system selected shall meet the technical requirements set forth hereafter.

The scope of this proposal is to provide a turnkey project for voting units and associated applications/systems for ballot preparation, programming, testing and vote tabulation. This will require planning, design, configuration, problem resolution, development, analytical, hardware/software/firmware installation, training, implementation and customization as well as other support services necessary to implement any new voting system in the State of Louisiana.

The contractor is responsible for the identification and oversight of all tasks necessary for the successful removal of present inventory that is being replaced and for installation of any new voting system and supporting information systems, whether performed by the Department or contractor personnel. Proposers may request a present inventory list for all warehouses and may inspect warehouses by appointment with the Department.

NOTE: Contractor is responsible for both functional and technical services required to support the implementation of all functionality through the voting machines and supporting systems and any associated installation, customization, configuration, enhancement or development required in any other required components.

Work will be performed both on and off site, with pre-approval by the Department. While some exceptions may be granted, work may occur between the Department's core business hours (7:00 AM and 6:00 PM), as well as after hours and weekends, depending on the Department's election schedule or as determined to be necessary by the Secretary of State, or his designee.

In addition to supplying the required machines, related components, and associated software, hardware and firmware, the Contractor's primary responsibilities for this project are defined as follows:

- ◆ **Project Management and Administration** – Provide project management services to include such functions as development and maintenance of the project work plan in accordance with the Department's proposed implementation schedule.
- ◆ **Analysis and Design** – In order to achieve the desired functionality, contractor should analyze the State's business, technical and legal requirements and design the solution to work over the SOS wide area network. For the interfaces between the voting system and LASOS, develop technical and functional specifications, and provide detailed design documents and implementation plans that include any configuration or customization necessary to accomplish the goals and objectives outlined herein. Analyze the existing SOS technical environment, and design

appropriate security, backup and disaster recovery mechanisms to ensure the integrity of the systems, equipment and business process at all times.

- ◆ **Development** - Provide programming/development services for the required interfaces according to state specifications. Develop security model, backup and disaster recovery process.
- ◆ **Installation and Testing** – Installation and upgrade of software/hardware/firmware components for the central system, all voting equipment and necessary components for each phase. Unit, integration and system testing for business processes. Volume and stress testing to include simulation necessary for statewide deployment using the existing network infrastructure. Perform security audit to ensure that the data cannot be compromised. Test backup and disaster recovery plans.
- ◆ **Training and Documentation** – Define training requirements, prepare training plan, develop and deliver training and corresponding documentation and training materials for:
 - State project staff to obtain skill levels needed to support all aspects of programming and use of machine and system maintenance and troubleshooting
 - Support the Department employees in training the registrars
 - Support the Department employees in training the clerks of court and poll commissioners
- ◆ **Knowledge Transfer** – Prepare Department staff before implementation to assume responsibility for continued support and enhancement of the new functions through both formal training and on-the-job knowledge transfer. Provide application and system documentation for all procedures required for ongoing maintenance, including documentation of all customization, configuration and customer specific development along with procedures for the subsequent changes or enhancement of the system in the future for any required component part of the machines, system or application.
- ◆ **Post Implementation Support** – This support will provide successful resolution of any system problems, implementation issues, and any legal upgrades required by the state, HAVA or the federal Election Assistance Commission [“EAC”] and ensure a proper transition of support requirements to the Department staff. Any HAVA or EAC standards which are required to be implemented on any voting system after this contract is awarded and within 5 years of this contract award shall be the responsibility of the contractor.
- ◆ **Post Implementation Reporting** – This reporting shall include any and all software, hardware, firmware malfunctions, issues, problems, or exceptions in any jurisdiction throughout the country where the contractor currently supplies machines and/or services. This report shall be made to the State’s project manager by telephone and in writing within 24 hours of knowledge of same by the contractor.

2.1.1 Estimated Quantities Needed to Satisfy this Proposal

The Department has determined the number of voting machines necessary to legally and sufficiently accommodate voting in the State of Louisiana for the different types of voting machines certified, the touch screen machine and the full-faced machine. [See, [Appendix 11](#) and [Appendix 12](#).] These quantities are based on a 400 registered voter allocation per voting unit, plus five [5]% backup, for a full-faced machine and a 200 registered voter allocation per voting unit, plus five [5]% backup, for a touchscreen machine. The quantities in these appendices are specifically subject to change, due to redistricting and registration changes. Furthermore, because of redistricting, registration changes, a decrease in the ratio of voting units to registered voters, the need to replace non-operative units for reasons that are not the responsibility of the Contractor (not covered under warranty or maintenance), or for any other reason, the Department may request more voting units than the number specified in these appendices.

These quantities shall be used by the proposer for purposes of this RFP. In addition to these quantities, however, the State reserves the right to purchase additional voting units, as needed, under the Contract awarded in response to this RFP, during the initial or renewal terms of this agreement. [See, [Section 1.38](#)]

The Department is proposing three price schedule options. For price schedule purposes, each proposer should assume that the state will replace its entire inventory for each option with new equipment, including all hardware/software/firmware for a turnkey project. The State reserves the right to accept or reject any trade-in allowance for present inventory. The proposer should prepare separate proposals for each option.

In general, the three options include: Option one is the replacement of the lever machines in 50 parishes for Election Day voting. Option two is the replacement of the lever machines in 50 parishes for Election Day voting and the replacement of the AVC DRE machines in 12 of the remaining 14 parishes for Election Day voting. Option three is the replacement of all Election Day and Absentee voting equipment with one statewide voting system, including the absentee scanning equipment. Additionally, for all options the Department is seeking to have all voting units and all parts removed, upon the purchase of any such replacements, and reserves the right to accept or reject any trade-in allowance for present inventory.

Option one: Replacement of the 4,221 AVM-POM machines, including all component parts, located in the 50 parishes listed in [Section 1.1](#) for Election Day voting. The proposed inventory in [Appendix 11](#) or [Appendix 12](#) shall be used for the quantity, which for a full-faced machine totals 4,634 voting units and for a touchscreen machine totals 8,442 voting units. This option also should include any trade-in allowance for present inventory and the removal of any present inventory replaced, including all voting units and all component parts.

Option two: Replacement of the 4,221 AVM-POM machines, including all component parts, located in the 50 parishes listed in [Section 1.1](#) for Election Day voting. The

proposed inventory in **Appendix 11** or **Appendix 12** shall be used for the quantity, which for a full-faced machine totals 4,634 voting units and for a touchscreen machine totals 8,442 voting units. Replacement of the DRE machines, including all component parts, located in 12 of the remaining 14 parishes listed in [Section 1.1](#) for Election Day voting, which are the 3990 Sequoia Voting Systems AVC Advantage machines. The proposed inventory in **Appendix 11** or **Appendix 12** shall be used for the quantity, which for a full-faced machine totals 4,647 voting units and for a touchscreen machine totals 8,426 voting units. This option should include any trade-in allowance for present inventory and the removal of any present inventory replaced, including all voting units and all component parts.

Option three is the replacement of all Election Day and Absentee voting equipment with one statewide voting system, including the absentee scanning equipment, and including all component parts. For Election Day equipment, the proposed inventory in **Appendix 11** or **Appendix 12** shall be used for the quantity, which for a full-faced machine totals 9,672 voting units and for a touchscreen machine totals 17,578 voting units. For Absentee equipment, the proposed inventory of **501** touchscreen absentee machines and **107** scanners shall be used for the quantity. This option should include any trade-in allowance for present inventory and the removal of any present inventory replaced, including all voting units and all component parts.

2.1.2 Department's Technical Environment

The Department will be standardizing its PC environment with Microsoft Windows XP, Microsoft Office 2003, Microsoft Server 2003 and an Ethernet local area network. Since WordPerfect is currently in use by the warehouses, the contractor may be required to supply warehouse documents in both formats. Any software that is deployed on a PC should utilize the Windows XP operating system.

While the Department will allow the use of an Oracle platform, the Department desires to implement the new election system in a Microsoft SQL Server environment using a high availability cluster and storage area network. A single database instance is planned with separate databases for each parish. Proposer should specify other configurations meeting the Department's networking requirements for consideration in their technical proposal.

The Department requires that all commercial off the shelf software deployed remain within the mainstream support maintenance window of the manufacturer. Mainstream support for Windows Server 2000 ends June 30, 2005, and as a result, proposers are required to utilize Windows Server 2003. Proposers will be required to certify that every component of their system/application which is dependant upon commercial off the shelf software (operating system, database, and other tools) will be upgraded and certified for use within one year of release by the software manufacturer.

All PC's, monitors, servers and commercial off the shelf software required for this implementation will be supplied by the Department based upon minimum specifications provided by the proposer.

During the project, the Department will provide and maintain PCs as well as any other software or hardware required (including office software, network connection capability, Windows operating system, etc.) to function as part of the State network. Contractor will comply with Department network and security standards. All hardware and software will be reviewed before it is used on the local area network, and will only be made operable on the local area network with written approval of the Department.

❖ **Application Hardware and Systems**

The Department currently uses custom in-house software written in RPG for the OS400 operating system, Version 5, Release 3 to maintain an elections system in a DB2 database. This system maintains a database of voting precincts, elected offices, jurisdictions, candidates, ballot styles, and votes cast for candidates by precinct. Department staff maintains this data along with Clerk of Court staff through a 64k statewide frame relay network on a daily basis, especially as candidate qualifying occurs and an election date approaches. The Department requires that this data is used to the fullest extent through export/import functions between the Department system and the voting machine software ballot creation process. Little, if any, duplication of effort will be acceptable. The current data is available for export in various formats and record layouts to accommodate the contractor's requirements. Certain data indexes (office/candidate/precinct) from the Department's database will be required to be exported/imported into the contractor's system as described in the certification requirements. These indexes, along with the related votes for an office/candidate/precinct, must be exported to a file that is uploaded to the Department's system to record and tabulate votes. The voting machines and related software should only serve as a means of receiving imports of ballot data, tweaking import information as needed, loading ballot data on machine, presenting the ballot to the voter, and exporting/importing the results back to the Department of State election system.

The Secretary of State's computer center is located in Baton Rouge, Louisiana.

❖ **User Volume**

Type	Number of Users	Concurrent Users
SOS Central Personnel	30	30
Warehouse Personnel	64	64
Clerks	64	64

***Estimates Only*

2.2 Period of Agreement

The term of this Agreement shall be for 1 year, commencing on the date that a Contract is finalized on the purchase of a voting system. Following that initial term, the State shall have the option to renew this agreement for 4 successive 1 year terms.

2.2.1 Implementation Plan and Schedule

Due to the scope and complexity of this effort, the State has elected to use a multi-phase approach for this project. The State has specified the proposed number, make-up and sequence of the implementation phases to be as follows for the proposed options, but will consider proposer's implementation plan and schedule.

Option 1:

- ◆ **Phase 1** Installation of central system on the Department's servers in Baton Rouge, Louisiana and set up of the programs and databases for the Department of State on or before July 15, 2005. For payment terms, the Department must formally accept the system, programs and databases. This phase should be no greater than 10% of the total cost.
- ◆ **Phase 2** Delivery, acceptance, removal and installation of voting units for Election Day voting and all component parts for full and complete operation parish wide, including all training. Parish implementations to be determined by the Department in clusters of five [5] until all parishes are fully implemented. Parish implementations to begin on or before July 15, 2005. This phase should be no greater than 100% of the total cost minus the phase 1 cost. Payment will be based upon the number of units deployed and formally accepted in the specified parishes and the successful completion of all contract deliverables.

Option 2:

- ◆ **Phase 1** Installation of central system on the Department's servers in Baton Rouge, Louisiana and set up of the programs and databases for the Department of State on or before July 15, 2005. For payment terms, the Department must formally accept the system, programs and databases. This phase should be no greater than 10% of the total cost.
- ◆ **Phase 2** Delivery, acceptance, removal and installation of voting units for Election Day voting and all component parts for full and complete operation parish wide, including all training. Parish implementations to be determined by the Department in clusters of five [5] until all parishes are fully implemented. Parish implementations to begin on or before July 15, 2005. This phase should be no greater than 100% of the total cost minus the phase 1 cost. Payment will be based upon the number of units deployed and formally accepted in the specified parishes and the successful completion of all contract deliverables.

Option 3:

- ◆ **Phase 1** Installation of central system on the Department's servers in Baton Rouge, Louisiana and set up of the programs and databases for the Department of State on or before July 15, 2005. For payment terms, the Department must formally accept the system, programs and databases. This phase should be no greater than 5% of the total cost.
- ◆ **Phase 2** Delivery, acceptance, removal and installation of absentee voting equipment and all component parts for full and complete operation statewide, including all training. Parish implementations to be determined by the Department in clusters of five [5] until all parishes are fully implemented. Parish implementations to begin on or before July 15, 2005. This phase should be no greater than 45% of the total cost minus the phase 1 cost. Payment will be based upon the number of units deployed and formally accepted in the specified parishes and the successful completion of all contract deliverables.
- ◆ **Phase 3** Delivery, acceptance, removal and installation of voting units for Election Day voting and all component parts for full and complete operation parish wide, including all training. Parish implementations to be determined by the Department in clusters of five [5] until all parishes are fully implemented. Parish implementations to begin on or before August 15, 2005. This phase should be no greater than 95% of the total cost minus the phase 1 and phase 2 costs. Payment will be based upon the number of units deployed and formally accepted in the specified parishes and the successful completion of all contract deliverables.
- ◆ **Phase 4** Delivery, acceptance, removal and installation of a paper ballot scanning system for absentee voting purposes, including all training, on or before December 5, 2005. This phase should be no greater than 100% of the total cost minus the phase 1, phase 2 and phase 3 costs. Payment will be based upon the number of scanning units deployed and formally accepted in the specified parishes and the successful completion of all contract deliverables.

NOTE: *If proposer has an alternative recommendation for the sequence of the implementation phases and the payment terms, the recommendation should be clearly identified in the proposer's response to the RFP.*

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein in [Appendix 4](#). Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items FOB destination, including unloading of all goods, to the Department's designated location.

2.4 Deliverables

The deliverables listed in this section are the approximate amount desired under the scenario that the State has no current inventory under either [Option one](#), [Option two](#), and/or [Option three](#). Every proposer should describe what deliverables will be provided per its proposal and how the proposed deliverables will be provided. It is intended that

all proposals shall include all component parts necessary to fully operate the proposer's voting machine/equipment, including, but not limited to, processors, computer hardware, activation devices (i.e. smart cards, readers), voter interface, software, printers, modems, power supplies, and external devices, for a complete voting system.

All coordinated schedules of delivery shall be given to the Department's project manager 48 hours in advance.

The major deliverables for this contract are outlined below.

1. Project management plan, requisite oversight to implement the plan according to the agreed upon schedule along with periodic status reports.
2. Technical environment assessment to include:
 - A thorough review of State's planned and existing hardware landscape and network topology to assess capabilities of available resources.
 - Specific recommendations for any deficiencies to ensure successful deployment of planned functionality.
 - Security, backup and disaster recovery assessment.
3. Detailed listing along with specifications of all hardware, firmware and software required for a successful implementation. This should encompass all component parts necessary to fully operate the proposer's voting machine/equipment, ballot preparation and results tallying system, including, but not limited to, processors, computer hardware, software, activation devices (i.e. smart cards, readers), voter interface, software, printers, modems, power supplies, and external devices.
4. Development of custom interfaces for importing ballot and precinct data and the export of election results to LASOS systems. Unit, integration and stress test results to ensure quality and performance at a level acceptable to Department personnel.
5. Proposer shall provide detailed documentation of any development of customization completed on the Department's behalf.
6. Proposers shall have a minimum of 2 employees available per training location to assist the Department in receiving and acceptance testing of the new voting units and programming election data on the new system, at the Department's discretion.
7. Proposers shall provide training and support to a minimum of 10 employees of the Department on all software related functions and complete absentee system; and to a minimum of 35 employees of the Department on the operation and mechanics of the voting system, poll worker training, and public training. Training of state employees can begin as soon as an award is made on this RFP.

The contractor is required to deliver all training specific to the machines and associated applications or systems along with required machine and application/system documentation and training materials for ongoing use of the State in the future. Documentation shall be provided under the contract in print and electronically.

Training shall include but not be limited to:

- Department of State employees, including employees responsible for the following functions:
 - Programming ballots, counting procedures, and all related functions for proposition and candidate elections
 - Programming the new voting system for tabulating, storing, printing and producing electronic election results
 - Maintaining and repairing all components and aspects of the voting units
 - Providing technical support to the Department's employees in training the registrars of voters, clerks of court and their employees
 - Storing and transporting the voting units
 - Assisting clerks of court and their employees with training poll commissioners on the operation of the new voting units
 - Assembling data for ballot layouts compatible to the proposed voting system
 - Receiving election returns from all clerks of court and promulgation of those results on election night
- Clerks of Court employees, including personnel responsible for the following functions:
 - Training poll commissioners on the use and operation of the new voting units
 - Downloading and transmitting electronic results to the Secretary of State for promulgation
 - Testing prior to election night
- Registrar of Voters employees, including personnel responsible for the following functions:
 - Testing of all absentee machines prior to election
 - Conducting absentee voting using the new voting units and paper mail ballots
 - Tabulating and transmitting absentee votes to the clerk of court on election night

Training shall be to such an extent that above named personnel will be able to independently administer an election on the new voting system without

contractor presence, following the expiration of the on-site technical support required by this RFP. Information shall be provided in writing and through a series of individual and group training sessions, which should include a “hands-on” approach to using the new system. Training of lay personnel, including poll commissioners, should be facilitated by the use of a training video that the Department, registrars and clerks of court will have the right to use in perpetuity for training its election day workers.

Training shall include but not be limited to the appropriate personnel listed above and the following functions and operations:

- 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;
- Information to be used in training clerks of court and poll commissioners;
- Methods of ensuring the accuracy of precinct results;
- Full understanding of the audit procedures;
- Conduct of a recount;
- Conduct of a contest;
- Conduct of a split precinct, commonly referred to as a “lock-out”;
- Records preservation requirements;
- Printing, designing and reformatting election reports;
- Troubleshooting to solve temporary problems;
- Safeguards to prevent tampering or theft;
- Hot points for system errors;
- Setting up and testing the voting equipment;
- Operation of the voting device from start to finish;
- Processing of voters, from the regular voter, to the challenged voter;
- Troubleshooting methods to quickly identify and resolve any problems;
- Printing of zero counts before and after the polls open and close;
- 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.
 - Complete operations of audio equipment
8. Installation of all systems and components required for an easy to use ballot preparation system that minimizes or eliminates redundant keying of data within and across the 64 parishes served and minimizes the programming time Personnel must be able to enter data concurrently as long as they are not working in the same parish at the same time.
 9. Proposers shall have a minimum of 2 employees available to assist in programming and in conducting each of the first two elections in all 64 parishes and the statewide elections, which are the congressional primary and congressional run-off in September, November and December 2006. The following is a list of upcoming election dates in Louisiana. This list is not exclusive, as elections may be called on special dates according to Louisiana law. This information is provided for proposer's convenience but is in no way intended to be binding on the State, the Department or the proposer.

July 16, 2005	Proposition
October 15, 2005	Open Primary
November 12, 2005	Open General
January 21, 2006	Proposition
February 4, 2006	Orleans Parish Municipal Primary
March 4, 2006	Orleans Parish Municipal General
April 1, 2006	Municipal Primary for most jurisdictions
April 29, 2006	Municipal General/Orleans Proposition
July 15, 2006	Proposition
September 30, 2006	Congressional Open Primary
November 7, 2006	Congressional General
December 9, 2006	Congressional Run-off

10. In addition to the production installation of any application or system, proposer will be required to install a small test installation with a subset of parishes to be used for quality control purposes. This instance shall be installed on a separate server from the production instance.
11. Easy to use mechanism to electronically transfer election information to the warehouses for loading on voting machines using the Department's local area network.
12. Properly functioning voting machines meeting all specifications, delivered FOB Destination, including unloading of all goods, correctly installed and configured on the agreed upon schedule with minimal support required of the contractor following implementation.

13. Five [5]-year parts and labor warranty, inclusive of any travel related costs, from date of receipt for all component parts of the new voting system and related equipment.
14. Easy to use system for tabulating vote totals and reporting results via the web and/or custom inbound or outbound interface.
15. Written procedures for machine and application/system maintenance.
16. Manuals, videos, specifications and other documentation for all equipment, hardware, firmware and software that are components of the voting system(s).
17. Five [5] custom reports on ballot data and five [5] custom reports on election results.
18. A method of tracking the machine serial numbers assigned to a precinct.
19. At the Department's option, tested and operational ability to electronically import results from other sources (such as mail-in ballots or non-contractor specific machines) so that the system contains all of the relevant election totals.
20. Tested and operational backup and disaster recovery plan, fully documented for all critical components.
21. Proof of security audit and documentation of findings.
22. Memorandum of Understanding (OR ANOTHER BINDING AGREEMENT) jointly agreed upon by the parties of required technical support levels (e.g. one business day for parts, phone support within one hour for election day system failures).
23. Escrow agreement which (a) identifies an escrow agent located in the State of Louisiana; (b) provides the software source code in a minimum of two formats (one human readable and one machine readable) to the escrow agent; and (c) provides the software documentation to the same escrow agent.

2.4.1 Workflow

The State is interested in the proposer providing a detailed diagram of the workflow for using the voting system(s) in the conduct of an election. The detailed plan may be provided on paper and, if available, on electronic medium, and include distinct tasks, personnel required and time requirements for those tasks.

2.5 Location

Deliveries shall be made FOB Destination, including unloading of all goods, as follows:

1. All voting units, and all components, for Election Day voting are to be delivered to the respective parish warehouses, unless otherwise determined by the Department, as provided in [Section 2.2.1](#). The Department to provide the warehouse addresses.
2. All voting units, and all components, for absentee in-person voting to be delivered to the Department of State at the following address:

**8549 United Plaza Blvd.
Baton Rouge, Louisiana 70809**

unless another location in Baton Rouge is designated by the Secretary of State, or his designee, prior to delivery.

2.6 Proposal Elements

- A. Cover letter: Containing summary of proposer's ability to deliver as proposed and perform the services described in the RFP and confirm that proposer is willing to perform these services and enter into a contract with the State.
- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: This information should be provided in the format contained in [Appendix 1](#).
- D. Proposed Staffing: Provide resumes for all proposed project staff in the format specified in [Appendix 2](#).
- E. Technical Proposal: Illustrate and describe compliance with the RFP requirements and respond to all questions posed in [Appendix 3](#). If any part of the technical proposal changes for either option one, option two, or option three, such as the listing of parts and prices, training, workflow, etc., prepare a separate technical proposal for each option.

Price Proposal: Prepare separate proposals for each option.

- F. The cost of the voting machine including all related applications to program, run and post election results to the LASOS shall be detailed in response to the questions posed in [Appendix 4](#), and as described in [Section 2.1.1](#). This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State. Prices proposed shall be firm.
- G. Certification Statement: At least 1 copy of the proposal must contain the original signature of a company official or agent duly authorized to sign the proposal or contracts on behalf of the organization, using the Certification Statement in [Appendix 5](#).

2.6.1 Financial

Proposals shall include the cost figures in detail, including separate costs for all items proposed, for each option.

- ◆ Cost for each individual voting unit;
- ◆ Cost for all additional equipment, per item needed to operate the voting unit/system for voting, tabulating and/or transmitting results, where applicable, including, but not limited to controllers, access devices, audio voting hand controls, headsets, printers, cables, hubs, additional counting/tabulating units,

ballot boxes, and/or other external devices and any computer hardware, software and firmware;

- ◆ Cost of hardware components needed to program voting system;
- ◆ Cost for software and/or firmware to implement the voting system(s);
- ◆ Cost for software and/or firmware licensing and upgrades, per year and per site;
- ◆ Trade-in allowance, for current inventory and removal;
- ◆ Cost of warranty (5 years parts and labor, inclusive of any travel related costs);
- ◆ Miscellaneous costs;
- ◆ Total cost;
- ◆ Cost for any extended warranties or preventative maintenance agreements offered by the proposer (beyond the 5 years included in the Options). This is for informational purposes only and will not be considered as a part of the evaluation criteria.

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

2.6.2 Technical

The Department and the contractor will identify, establish, and document the basic standards and procedures for the project. The standards document will form part of the project plan and should be made available to all project team members. Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to these key issues:

- ◆ Communication Plan
- ◆ Documentation Requirements
- ◆ Issue Management Plan
- ◆ Scope Management Plan
- ◆ Risk Management Plan
- ◆ Planning and Monitoring Standards
- ◆ Quality Assurance Checkpoints

Project Management

The contractor must utilize a formal application design and implementation methodology that will be followed throughout the duration of the project. The project manager must be fully trained and have working knowledge of the proposed methodology. The principles of the contractor's project management will include:

- ◆ Project management activities will occur continuously throughout the project and include but are not limited to the following:

1. Responsible for the development of project work plans, schedules and budgets along with the State project manager;
 2. Manage activities of the contractor and subcontractor personnel;
 3. Develop and maintain communication and involvement with key State management personnel, and agency officials;
 4. Resolve project related issues concerning contractor performance;
 5. Review key deliverables prepared by contractor staff prior to submission to State project manager;
 6. Monitor progress against project work plans, schedules, and budgets;
 7. Assist in assigned design, conversion and implementation tasks;
 8. Review final deliverables prepared by the contractor prior to acceptance testing and quality assurance review; and
 9. All other duties as reasonably required to assure the successful completion of the contractor's responsibilities
- ◆ Focusing on knowledge transfer and training throughout the project by having the Department staff and contractor project team members working continuously side-by-side.

Project Work Schedules

The contractor will ensure that the schedules of the proposed project staff have been designed to guarantee timely completion of deliverables and adequate coverage that is acceptable to the Department. The contractor will be expected to maintain an up to date work plan of all project tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. It is envisioned that the project work plan will be revised from time to time as provided in this contract and that it will incorporate all tasks, activities and resources, other than work performed by Department personnel as part of their on-going, non-project responsibilities needed to complete the project.

Reporting Process and Frequency

Status reports will be provided to the Department no less than monthly. The status reports will include tasks completed during the time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. This report will be delivered to the State's project manager by close of business within three business days after the end of the period covered.

Issue Resolution

The contractor will use techniques that will enable them to quickly spot potential issues and initiate proper corrections before these issues become major problems. The contractor will routinely monitor progress against key project milestones and provide important information for identifying schedule and resource problems. The

status reporting process will provide an effective forum for alerting all key personnel to potential issues and for planning and initiating follow-up actions.

2.6.3 Training and Documentation

The two primary goals for training and documentation efforts are: to provide an education and training curriculum for the State project team, and for personnel from the clerks' and registrars' offices. The State recognizes that Department staff involvement is a key ingredient in the system's long-term success. Therefore, it is critical that the staff fully understands all aspects of the machines as well as the applications or systems supporting their operation. The contractor will be required to deliver a training plan for both technical and functional project staff as well as providing on-the-job knowledge transfer. The goals of the education and training curriculum for the State project team must be designed to:

- ◆ Accelerate the team's ability to effectively communicate using relevant terms and concepts.
- ◆ Ensure rapid, top-quality capability transfer to move the project team quickly along the learning curve to self-sufficiency.
- ◆ Provide a level of knowledge to the project team to enable Department staff to assume the responsibility of first level support for the user community.

2.7 Project Organization

2.7.1 Team Organization

To ensure the success of this project, the State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing a state of the art voting solution. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

2.7.2 State Participation

The State will be making a major commitment of time, personnel, and funds to the success of this project. The various roles that Department personnel will play in this project have been identified with two key goals in mind:

- ◆ To ensure the success of the implementation of any new voting system.
- ◆ To develop the personnel resources necessary to continue the success of the system once the contractor's on-site involvement has ended.

The Department's staffing commitments for the project should not be considered indicative of either the level of effort required for a project or the complexity of that effort. One of the key roles the State will play will be to monitor progress of the project. The establishment of standards, the acceptance testing process, and a quality assurance program will be utilized to ensure that upon departure of the contractor, the State is left

with a system that meets its functional and technical requirements. This does not in any way diminish the contractor's responsibility for management of the project.

The Department also expects to actively participate in the effort to complete the deliverables and project. Department personnel will provide knowledge of business requirements, operational application data, technical knowledge of the application development environment, state laws (legal requirements), and mechanical knowledge of the system. They are prepared to perform tasks for which they have received the required training. They are also available to act as facilitators in resolving any problems the contractor encounters that may impede the progress of the project.

Once the project is complete, there will no longer be on-site contractor personnel to maintain and support the system. At that point, the Department must have established a broad base of expertise in the tools and the application, and in the State's implementation of the application. The support staff must have the knowledge necessary to perform continued system development and provide on-going user support and training. The Department's technical staff will need the expertise to maintain the related processes, administer system databases, and maintain application software. With this in mind, it will be necessary for State personnel to have meaningful roles in every aspect of the project lifecycle.

2.7.3 State Resources

The State will make the resources described below available to the contractor for the contractor's use in fulfillment of this contract:

❖ **Project Manager**

The Department will appoint a project manager with experience in the successful implementation of voting machine projects. The project manager will also possess knowledge of the Department's operational environment.

❖ **Functional and Technical Staff**

The Department will provide employees who generally possess a broad base of knowledge across SOS elections systems, and varying degrees of system administration and programming experience. Reasonable access to other personnel on a limited basis will be coordinated through the Department Project Manager.

***NOTE:** If proposer requires additional State resources, it shall be clearly identified in the proposer's response to the RFP.*

❖ **Office Facilities**

The State will provide reasonable and normal office space, basic office furniture, supplies, local telephone service, and limited usage of copiers and fax machines.

The State will provide workstations, operating system and software licenses (Word, Excel, PowerPoint, Outlook, and Word Perfect) necessary to function as part of the SOS network. In accordance with the Office of Information Technology Policy IT-POL-009, modem hardware attached to or installed in desktop computer systems connected to the network is prohibited. Additionally, laptop users will be provided with an analog line for access to the internet.

❖ **Computer Facilities**

The State will make use of computer systems available at reasonable times and in reasonable time increments to support system development, testing, and installation activities. Special facility requirements, such as stress testing shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

Any State resources furnished to the contractor shall be used only for the performance of this contract.

2.8 Other Information

2.8.1 Quality Assurance

The State may choose to appoint a quality assurance team to ensure the success of this project. Quality Assurance reviews may be conducted periodically throughout the course of the implementation lifecycle. The contractor will be required to cooperate with the State's quality assurance team, the process in general, and to abide by the results of the reviews. In addition, each proposer should include an in-depth description of its own quality assurance program and methods in the proposal.

2.8.2 Standards

The State expects, and the contractor shall agree to provide work and deliverables, which conform to high professional standards. During contract negotiations, the contractor and Department project manager will agree to a detailed list of deliverables including, when necessary, specifics of format and content. Standards will also be established and agreed upon utilizing guidelines provided by the State. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.

3 EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Department of State, not on the basis of what may be inferred.

3.1 Financial Proposal (Maximum Value of 50 Points)

The information provided in response to this section will be used in the Financial Evaluation to award cost points.

The Department is proposing three price schedule options in [Section 2.1.1](#), [Option one](#), [Option two](#), and [Option three](#). Cost points will be awarded as follow:

- Option one [maximum value of 12.5 points]
- Option two [maximum value of 12.5 points]
- Option three [maximum value of 25 points]

NOTE: *The proposer shall include an itemized listing of all expenses or fees, if applicable, (inclusive of travel) that are expected to be paid by the agency.*

❖ **Base Cost Score:**

The Base Cost Score will be based on the cost information provided in [Appendix 4](#) and computed as follows:

$$BCS = (LPC/PC \times 50)$$

Where: BCS = Computed cost score for Proposer
 LPC = Lowest proposed cost of All Proposers
 PC = Proposer's Cost

3.2 Technical Proposal (Maximum Value of 30 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors may include but are not limited to:

◆ **EASE OF USE**

- Ease of vote tabulation and transmission of results to the State
- Ease of ballot programming and testing by the Department
- Ease of use to voters and poll commissioners, including disabled users
- Ease of equipment set up at polling locations
- Ease of absentee vote tabulation and transmission of results to the Department

◆ **PRODUCT OPERATION AND SUPPORT**

- Meet all state law requirements in Chapter 8 of the Louisiana Election Code, Title 18, specifically R.S. 18:1355

- Provide NASED certification documentation for all elements of the voting system
- Maintenance requirements, including regular maintenance needs
- Parts inventory required
- Reliability of voting units and associated equipment
- Warranty, support and system documentation
- Minimum required number of personnel to operate the system
- Availability and commitment of skilled, qualified personnel to train State employees, Clerks of Court, Registrars of Voters, and poll commissioners and to support the conduct of the first several elections using the voting system
- Customer service proposal
- On-sight technical support and assistance proposal
- Implementation plan
- Workflow schedule

◆ **PRODUCT AVAILABILITY**

- Availability of the voting system and required personnel resources for proposed implementation plan

3.3 Proposer Qualifications and Experience (Maximum Value 10 Points)

- History and background of Proposer, financial strength and stability, with related services to government entities, existing customer satisfaction, demonstrated volume of clients, etc. will be considered.
- Responses to information listed in [Appendix 1](#).

3.4 Proposed Staffing (Maximum Value 10 Points)

- The experience and qualifications of both the proposed project staff and any other employees from whom the Department will receive services will be considered.
- Responses to the information listed in [Appendix 2](#).

4 4 PERFORMANCE STANDARDS

4.1 Performance Requirements

Contractor is required to perform the following, as detailed in [Section 2.1](#):

- ✓ Project Management and Administration
- ✓ Analysis and Design
- ✓ Development
- ✓ Installation and Testing
- ✓ Training and Documentation
- ✓ Knowledge Transfer
- ✓ Post Implementation Support
- ✓ Post Implementation Reporting
- ✓ Deliverables listed in [Section 2.4](#)

4.2 Performance Measurement/Evaluation

Contractor's performance will be measured/evaluated based on the following:

1. Project Management and administration of the project work plan;
2. Analysis of the State's business and design of the solution;
3. Programming/development services for required interfaces;
4. Implementation plan and schedule;
5. Training plan and corresponding documentation and training materials;
6. Preparation of the Department for knowledge transfer;
7. Post implementation support; and
8. Post implementation reporting.

APPENDIX 1 - PROPOSER QUALIFICATIONS AND EXPERIENCE

COMPANY DESCRIPTION

- 1) Provide a brief description of the company including history, corporate structure and organization, number of personnel in all divisions, and the number of years in business. Provide a brief description of the proposers planned approach to successfully satisfy the requirements of this RFP.
- 2) Provide a brief description of any present, ongoing, settled or closed civil or criminal legal actions or claims over the past ten (10) years against the present company or its predecessor corporation, owners, and/or other legal entity for its related voting system, or any of its officers, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies for its related voting system. If such exists, please provide a listing of the specific dates, court locations, and ultimate outcome or disposition of the matter(s), such as judgments, settlements, final ruling and/or determinations from the court, and any explanation deemed relevant.
- 3) Provide information regarding whether any of the Company's systems, equipment, or software have been decertified by any jurisdiction in any other state, other than Louisiana.

FINANCIAL AND OPERATIONAL STABILITY

Provide a copy of Proposer's annual report, audited financial statements for the last three years, Dunn and Bradstreet rating and/or any other information relative to the financial stability of Proposer and any of its parents or subsidiaries. Provide copies of any certifications received by the company (such as ISO 9001, security or software). Provide a listing of all State or local governments currently using the hardware and software configuration proposed along with the number of units for each location.

RELEVANT EXPERIENCE

Provide the following information on at least three State or local jurisdictions using this or another product produced by your company in the following format:

Project 1

Brief project description:

Application software: *(Identify specific software)*

Customer type: Specify city, county, State, etc.

Prime contractor or subcontractor: *(Specify)*

If subcontractor, what % of total project?:

Customer name: *(Specify the name of the customer)*

Project Size: Specify the number and type of voting machines; number of end-users.

Project Dates: (Indicate the start and end date of the project. If the project is not completed, indicate the expected end date. If you provided post

implementation support services for a time period not included in the project end date, please indicate this in the On-Going Support section below).

Work performed: (Explain the project and the work performed by your company. If multiple companies participated in the referenced phase/project, each company, prime and sub-contractors, and their roles in the project must be provided.)

Relevance: (Briefly define the relevance of this project to this RFP for the Acquisition of a New Voting System for the State of Louisiana—Similar in size, scope, complexity, significant design challenges and/or implementation effort, etc).

Technical Environment of the customer: Operating System (Windows 2000, UNIX, OS400) Data base (DB2, Oracle, Sybase, etc), etc.

Reference: (Provide the name, title, address and telephone number of the person that can be contacted for references).

On-Going Support: (This section will be used for informational purposes only and will not be evaluated. Indicate the number of months support was provided. Briefly describe the services provided. Indicate if the support was provided by a member(s) of your staff remaining on site, off-site support only or a combination of off-site and on-site).

Project 2, 3, etc.

APPENDIX 2 - PROPOSED STAFFING

Proposed Project Staff: Submit the following for your key personnel, including but not limited to your project manager, account manager, technical support representatives, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any. The Department will not accept any personnel with no prior voting system installation, repair or maintenance experience during any phase of the project implementation.

Name and Title:

Current Employer (and years with employer):

Role on this project:

Availability: *(Hours per week or hours per month and specify on-site or off-site hours)*

Duration of Involvement: *(indicate the component/phases and the estimated dates that the person will be on-site)*

Customer references: *(Name, Title, Company Name, Address & Telephone #)*

Prior Experience: (SPECIFIC PROJECT) EXPERIENCE – For each project referenced provide the information in the following format:

Project 1:

Application type: *(specific system and version similar to RFP project.)*

Customer Type: *(city, county, State or federal government, or corporation)*

Number of employees impacted by the project:

Role/responsibility on project:

Prime contractor or subcontractor: *(Specify)*

Dates:

Average hours per month on project:

Project 2, 3 etc.

OTHER experience – For each project referenced – provide the information in the following format:

Project 1:

Application type: *(Financial, eBusiness, Voter registration, etc.)*

Application Software: *(custom or specify application software products and software version)*

Customer Type: *(city, county, State or federal government, or corporation)*

Role/responsibility on project:

Prime contractor or subcontractor: *(Specify)*

Dates:

Average hours per month on project:

Project 2, 3 etc.

Education, Training, Certifications:

APPENDIX 3 - TECHNICAL PROPOSAL FORM

Note: If any part of this technical proposal changes for either option one, option two, or option three, such as the listing of parts and prices, training, workflow, etc., prepare a separate technical proposal for each option.

Proposer should supply responses and information to all of the following requests, with its proposal:

1. Provide details as to how your voting system meets the requirements of HAVA, as set forth in [Appendix 7](#), and meets the requirements of Chapter 8 of the Louisiana Election Code, Title 18, specifically R.S. 18:1355. Provide all NASED certification documentation used for testing for all elements of your voting system included in this proposal, including but not limited to all hardware/software/firmware created specifically for Louisiana.
2. Provide the details and specifications of all computer hardware, firmware and software proposed for use, including but not limited to the server and workstations set forth in the RFP. The committee reserves the option to request and require additional supporting documentation.
3. Provide details of the number of comparable units installed in other state or local governments and the volume of service requests received for hardware, firmware and software support. Also include a Statement of the reliability of the proposed voting system and rates of failure and any other problems/malfunctions.
4. Analysis of the life expectancy of each piece of hardware, firmware and software included in this RFP and a certification that the hardware, firmware and software will remain HAVA compliant for its expected life-cycle.
5. Provide the plan for application, system, firmware, software and hardware upgrades. Additionally include a certification that the Proposer assures that all future software, firmware and hardware upgrades will be compatible with the system proposed in response to this RFP and a certification that any legal upgrades required by the State, the federal Election Assistance Commission and/or HAVA will be the full responsibility of the contractor under this agreement. Provide a Statement of these intentions.
6. Provide certification that the systems relying upon commercial off the shelf software components will be upgraded and certified for use within one year of release by the component manufacturer.
7. Provide a diagram or picture of the voting unit(s) that includes all size and weight specifications for the voting unit and all related equipment.
8. Provide a list of parts and prices (for information only) for all component parts of the voting unit and related equipment, including a list of parts and prices that should be maintained in the Department's regular inventory.
9. Provide documentation that shows the temperature requirements for storage of the units and the range below and above that number for possible system failure or loss of performance.

10. Provide documentation showing that construction components are non-corrosive material and meet strength test requirements.
11. Provide the proposed 5-year parts and labor warranty for all component parts of the new voting system and related equipment.
12. Provide a description of the proposed on-site acceptance testing process for each unit delivered.
13. Provide a testing plan for unit, integration, stress and performance testing of all system components.
14. Describe the quality assurance program/process/methods employed by your company. This should include a discussion of internal testing processes.
15. Provide a proposal on the format, content and delivery medium for training each of the intended audiences: State project team, warehouse personnel, employees of the Clerks of Court (including poll commissioners) and Registrars of Voters as outlined in the proposal. Include any additional training that will be required.
16. Provide a detailed diagram of the workflow for using the voting system(s) in the conduct of an election, including distinct tasks, personnel required and time requirements for those tasks.
17. Define the proposer's approach to insuring the security of the machines and related systems.
18. Provide the proposer's approach to backup and disaster recovery for all critical system components.
19. Provide a proposal of the types and forms of on-going customer service, including but not limited to personnel that will be assigned to this project for service, toll-free numbers and other access points for service calls, technical support available for programming the voting units, technical support available for repair of the voting units, disaster recovery, parts and supplies inquiries, and account inquiries.
20. Provide a proposal for on-site technical support and assistance, as specified in [Section 2.4](#) of the RFP, including but not limited to the individuals who will be providing the service, and any other information relative to this part of the RFP.
21. Provide a Statement of what regular and preventative maintenance must be performed by the contractor and/or the State on the voting system or related equipment to keep the system in good working order.
22. Provide a proposed implementation schedule including, at a minimum, implementation actions, timelines, and responsible parties with milestones for the completion of all deliverables.
23. Provide a training schedule for Department of State employees on the programming, maintenance and repair of the voting system.

NOTE: *The training schedule can and is encouraged to commence prior to the delivery of the first voting units.*

24. Provide a training schedule for employees of the Clerks of Court and Registrars of Voters.
25. Provide a copy of an escrow agreement currently in use or proposed for use to satisfy the requirements of this proposal.
26. Provide any other information which Proposer deems relevant to this RFP and which Proposer believes will be helpful to the evaluation committee in selecting a Contractor.

APPENDIX 4 - PRICE SCHEDULE

PRICE SCHEDULE FORM

For each component part of the voting system and related equipment provide the following information. Be sure to itemize all additional equipment, per item needed to operate the voting unit/system for voting, tabulating and/or transmitting results, where applicable, including, but not limited to the voting unit, counter/tabulator unit, ballot box, controllers, access devices, audio voting hand controls, headsets, printers, cables, hubs, ballot boxes, and/or other external devices and any computer hardware*, software** and firmware. For the purposes of this cost proposal assume that all devices will be handicap accessible.

The Department is proposing three price schedule options. For price schedule purposes, each proposer should assume that the state will replace its entire inventory for each option with new equipment, including all hardware/software/firmware for a turnkey project. The State reserves the right to accept or reject any trade-in allowance for present inventory. The proposer should prepare separate proposals for each option.

Option one: Replacement of the 4,221 AVM-POM machines, including all component parts, located in the 50 parishes listed in [Section 1.1](#) for Election Day voting. The proposed inventory in [Appendix 11](#) or [Appendix 12](#) shall be used for the quantity, which for a full-faced machine totals 4,634 voting units and for a touchscreen machine totals 8,442 voting units. This option also should include any trade-in allowance for present inventory and the removal of any present inventory replaced, including all voting units and all component parts.

Type of equipment & all component parts

No. of units proposed

Price per unit Total Cost

Hardware/Software/Firmware cost

Warranty/Services/Travel & Miscellaneous cost

Trade-in allowance for any present inventory removed

Total Cost for the Voting System

*HARDWARE -- Provide a list with associated costs and specifications for all non vendor specific hardware that will be required for the implementation.

**SOFTWARE – The State intends to use (ten) 10 workstations in its Baton Rouge office to program all voting machines requested in this RFP. Provide information relative to the cost of the programming software and the cost of any additional site licenses or upgrades. Provide a list with associated costs for all commercial off the shelf software products required for this implementation.

CASH DISCOUNT

Insert in the blank space below your company's cash discount policy for payment of invoices. (Example -2% 15-days, 1% 30-days, Net 30 days) _____%.

TOTAL PRICE FOR PROPOSAL (Option One) \$ _____

Option two: Replacement of the 4,221 AVM-POM machines, including all component parts, located in the 50 parishes listed in Section 1.1 for Election Day voting. The proposed inventory in **Appendix 11** or **Appendix 12** shall be used for the quantity, which for a full-faced machine totals 4,634 voting units and for a touchscreen machine totals 8,442 voting units. Replacement of the DRE machines, including all component parts, located in 12 of the remaining 14 parishes listed in Section 1.1 for Election Day voting, which are the 3990 Sequoia Voting Systems AVC Advantage machines. The proposed inventory in **Appendix 11** or **Appendix 12** shall be used for the quantity, which for a full-faced machine totals 4,647 voting units and for a touchscreen machine totals 8,426 voting units. This option should include any trade-in allowance for present inventory and the removal of any present inventory replaced, including all voting units and all component parts.

Type of equipment & all component parts

No. of units proposed

Price per unit Total Cost

Hardware/Software/Firmware cost

Warranty/Services/Travel & Miscellaneous cost

Trade-in allowance for any present inventory removed

Total Cost for the Voting System

CASH DISCOUNT

Insert in the blank space below your company's cash discount policy for payment of invoices. (Example -2% 15-days, 1% 30-days, Net 30 days) _____%.

TOTAL PRICE FOR PROPOSAL (Option Two) \$ _____

Option three is the replacement of all Election Day and Absentee voting equipment with one statewide voting system, including the absentee scanning equipment, and including all component parts. For Election Day equipment, the proposed inventory in **Appendix 11** or **Appendix 12** shall be used for the quantity, which for a full-faced machine totals 9,672 voting units and for a touchscreen machine totals 17,578 voting units. For Absentee equipment, the proposed inventory of **501** touchscreen absentee machines and **107** scanners shall be used for the quantity. This option should include any trade-in allowance for present inventory and the removal of any present inventory replaced, including all voting units and all component parts.

Type of equipment & all component parts

No. of units proposed

Price per unit Total Cost

Hardware/Software/Firmware cost

Warranty/Services/Travel & Miscellaneous cost

Trade-in allowance for any present inventory removed

Total Cost for the Voting System

CASH DISCOUNT

Insert in the blank space below your company's cash discount policy for payment of invoices. (Example -2% 15-days, 1% 30-days, Net 30 days) _____%.

TOTAL PRICE FOR PROPOSAL (Option Three) \$ _____

The following is for informational purposes only and shall not be included as part of the total price for this proposal. This information is not an evaluation criteria in this RFP:

1. EXTENDED WARRANTY/MAINTENANCE AGREEMENT - Provide the following information relative to any extended warranty (beyond the 5 years included in Options one and two) or maintenance contracts offered by Proposer: type of warranty/maintenance agreement; items covered; term; and price per year.
2. SUGGESTED ON-HAND PARTS INVENTORY - Provide a list of parts and prices (for information only) for all component parts of the voting unit and related equipment, including a list of parts and prices that should be maintained in the Department's regular inventory.

APPENDIX 5 - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all Requirements and specifications of the Request for Proposals (RFP), including attachments of all appendices.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: Official Contact Name:
Phone Number with area code:
E-mail Address:
Facsimile Number with area code:
US Mail Address:

Proposer certifies that the above information is true and grants permission to the State to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

APPENDIX 6 - SAMPLE CONTRACT

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA
PARISH OF _____

CONTRACT

Be it known, that on this (*Date*) day of (*month*), (*year*), the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this Agreement, or any contract entered into as a result of this Agreement, shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

PAYMENT TERMS

The Contractor awarded a Contract as a result of this RFP shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

TERMINATION OF THIS AGREEMENT FOR CAUSE

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the Consulting and Support Services Agreement or any contract entered into as a result of this Agreement..

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor

or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the SOW.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

ASSIGNMENT

Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the

Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26 or 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Agreement is effective upon OSP approval and will extend for the period specified in the Request for Proposals, unless otherwise terminated in accordance with the Termination provision of this Agreement.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall

terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE AGREEMENT

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:
By:

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title _____

Phone No.: _____

Approved by:

Director of State Purchasing

APPENDIX 7 - FEDERAL CLAUSES

FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the national Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap. Additionally, in accordance with Executive Order No. KBB 2004-54, the Contractor shall not discriminate on the basis of sexual orientation in any matter relating to employment.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

HAVA requirements

The Help America Vote Act of 2002 ["HAVA"] requires that each voting system used in an election for Federal office on and after January 1, 2006 shall meet the following requirements:

- i. Permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted.
- ii. Provide the voter with the opportunity to change the ballot or correct any error before the ballot is cast and counted.
- iii. If the voter selects for more than one candidate for a single office, notify the voter that the voter has selected more than one candidate for a single office on the ballot; notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.
- iv. Voting system shall produce a record with audit capacity for such system.
- v. The voting system shall have a manual audit capacity that produces a permanent paper record with a manual audit capacity for such system; provides the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced, and the paper record produced shall be available as an official record for any recount conducted with respect to any election in which the system is used.
- vi. Voting system shall be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters.
- vii. System shall provide alternative language accessibility pursuant to Section 203 of the Voting Rights Act.
- viii. Error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on October 29, 2002.

APPENDIX 8 - INSURANCE REQUIREMENTS FOR CONTRACTORS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Workers’ Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best’s rating of **A-:VI or higher**. This rating requirement may be waived for workers’ compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

APPENDIX 9 - RFP EVALUATION COMMITTEE MEMBER INSTRUCTIONS

RFP EVALUATION COMMITTEE

RFP # _____

Project Name: REQUEST FOR PROPOSAL FOR THE ACQUISITION OF A NEW VOTING SYSTEM FOR THE STATE OF LOUISIANA

1. The committee members will be strictly prohibited from participating in individual meetings or any other direct contact with contractors once they have been appointed to the Evaluation Committee relative to this project.
2. No conflict of interest shall exist for any member of the evaluation committee, i.e., (1) part ownership in any company submitting an offer, (2) family members working for or having part ownership in any company submitting an offer, and/or (3) any other reason why a member of the evaluation committee can not give an impartial evaluation.
3. Members must agree that their sole objective is to recommend the proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered.
4. Members must agree that any questions must be brought before the entire Committee. Contact with contractors will be through the State Purchasing Office and responses will be presented either verbally to the Committee by the contractor, or in writing to the Committee. If verbally, appointments between the contractor and the Committee will be coordinated by the State Purchasing Office. If in writing, schedules for submission will be coordinated by the State Purchasing Office.
5. Each member will be requested to sign a form stating his/her participation and concurrence or non-concurrence to the reports for content and recommendation. If he/she takes exception to a given item or the committee as a whole, he/she shall use this method to record such exceptions.
6. During the process of evaluation and while meetings are in session, the Committee shall maintain confidentiality. No member shall transmit, communicate, or otherwise convey preliminary conclusions or results of what was proposed by the contractors, or that a given contractor will be selected. All internal workings of the Committee shall be kept confidential until the Committee has completed its work and its report, and the selected contractor has been officially announced by the Office of State Purchasing.
7. The first mandate of the Committee after receipt of the proposals shall be to eliminate from further evaluation any and all contractors who do not meet the predefined mandatory requirements.

8. If such process eliminates all contractors, the Committee will adjourn until appropriate management action can be taken.
9. If the condition set forth in Item 8 does not occur, the Committee shall proceed with the detailed evaluation of the contractor(s) proposals.
10. Each member will initiate, conduct, and complete an individual evaluation of each proposer. The evaluation will be summarized and a consensus formed by the Committee as a whole.
11. It may develop that members of the Committee will not always arrive at the same conclusions. The Committee will discuss any individual differences as best as possible, which may include requests for additional material. The resulting discussions or materials may bring consensus or each member may retain his/her independent thinking in his/her rating, which will be averaged with the other evaluations.
12. Wherein these methods produce an unacceptable conclusion to any member, he/she may, at his/her option, take exception in their final report. Where such differences are matters of fact (mathematical in nature or facts of evidence), and cannot be resolved by consensus, the Agency Project Leader shall rule. A record of the evaluation events shall be kept in the event of such rulings, by the Agency Project Leader.
13. All decisions by the committee are subject to protest. Each member and/or the whole panel may be called upon to explain or defend the rating(s).

APPENDIX 10 - CURRENT INVENTORY OF ELECTION DAY MACHINES STATEWIDE

Current Inventory of Election Day Voting Machines Statewide

Total Number and Machine Type in Each Parish															
ID	Parish	Initials	✓	AVM 50	AVM 40	AVC	IVO	ID	Parish	Initials	✓	AVM 50	AVM 40	AVC	IVO
01	Acadia	ACA	<input type="checkbox"/>			125		33	Madison	MAD	<input type="checkbox"/>	2	46		
02	Allen	ALL	<input type="checkbox"/>		58			34	Morehouse	MOR	<input type="checkbox"/>		76		
03	Ascension	ASC	<input type="checkbox"/>				241	35	Natchitoches	NAT	<input type="checkbox"/>	88	5		
04	Assumption	ASS	<input type="checkbox"/>		58			36	Orleans	ORL	<input type="checkbox"/>			892	
05	Avoyelles	AVO	<input type="checkbox"/>	101				37	Ouachita	OUA	<input type="checkbox"/>	225			
06	Beauregard	BEA	<input type="checkbox"/>	66	10			38	Plaquemines	PLA	<input type="checkbox"/>			51	
07	Bienville	BIE	<input type="checkbox"/>	46				39	Pnte Coupee	POI	<input type="checkbox"/>	68			
08	Bossier	BOS	<input type="checkbox"/>	127	15			40	Rapides	RAP	<input type="checkbox"/>	7	239		
09	Caddo	CAD	<input type="checkbox"/>			428		41	Red River	RED	<input type="checkbox"/>	31			
10	Calcasieu	CAL	<input type="checkbox"/>	1		326		42	Richland	RIC	<input type="checkbox"/>	51	2		
11	Caldwell	CLD	<input type="checkbox"/>	38	3			43	Sabine	SAB	<input type="checkbox"/>	63			
12	Cameron	CAM	<input type="checkbox"/>	32				44	St. Bernard	SBE	<input type="checkbox"/>			128	
13	Catahoula	CAT	<input type="checkbox"/>	44				45	St. Charles	SCH	<input type="checkbox"/>		106		
14	Claiborne	CLA	<input type="checkbox"/>	48				46	St. Helena	SHE	<input type="checkbox"/>	27	5		
15	Concordia	COC	<input type="checkbox"/>	53				47	St. James	SJA	<input type="checkbox"/>		57		
16	DeSoto	DES	<input type="checkbox"/>	1	62			48	St. John	SJO	<input type="checkbox"/>		82		
17	E.B. Rouge	EBR	<input type="checkbox"/>			680		49	St. Landry	SLA	<input type="checkbox"/>			180	
18	E. Carroll	ECA	<input type="checkbox"/>	34				50	St. Martin	SMA	<input type="checkbox"/>	95			
19	E. Feliciana	EFE	<input type="checkbox"/>			45		51	St. Mary	SMY	<input type="checkbox"/>	105			
20	Evangeline	EVA	<input type="checkbox"/>	95				52	St. Tammany	STA	<input type="checkbox"/>			347	
21	Franklin	FRA	<input type="checkbox"/>	60				53	Tangipahoa	TAN	<input type="checkbox"/>				278
22	Grant	GRA	<input type="checkbox"/>	48				54	Tensas	TEN	<input type="checkbox"/>	23	9		
23	Iberia	IBE	<input type="checkbox"/>		137			55	Terrebonne	TER	<input type="checkbox"/>	10	158		
24	Iberville	IBR	<input type="checkbox"/>	77	4			56	Union	UNI	<input type="checkbox"/>		53		
25	Jackson	JAC	<input type="checkbox"/>	58				57	Vermilion	VEM	<input type="checkbox"/>		115		
26	Jefferson	JEF	<input type="checkbox"/>			285 W 443 E		58	Vernon	VRN	<input type="checkbox"/>	113			
27	Jeff Davis	JDA	<input type="checkbox"/>		71			59	Washington	WAS	<input type="checkbox"/>		100		
28	Lafayette	LAF	<input type="checkbox"/>	269				60	Webster	WEB	<input type="checkbox"/>	82	15		
29	Lafourche	LFR	<input type="checkbox"/>		135			61	W.B. Rouge	WBR	<input type="checkbox"/>			60	
30	LaSalle	LAS	<input type="checkbox"/>		50			62	W. Carroll	WCA	<input type="checkbox"/>	34			
31	Lincoln	LIN	<input type="checkbox"/>	91				63	W. Feliciana	WFE	<input type="checkbox"/>		43		
32	Livingston	LIV	<input type="checkbox"/>	143				64	Winn	WNN	<input type="checkbox"/>	51			
Total												2507	1714	3990	519

APPENDIX 11 - PROPOSED INVENTORY IF FULL-FACED MACHINES

Proposed Inventory If Full-Faced Machines

Total Number Required Per Parish									
ID	Parish	Initials	✓	No. of Machines	ID	Parish	Initials	✓	No. of Machines
01	Acadia	ACA	<input type="checkbox"/>	133	33	Madison	MAD	<input type="checkbox"/>	50
02	Allen	ALL	<input type="checkbox"/>	51	34	Morehouse	MOR	<input type="checkbox"/>	96
03	Ascension	ASC	<input type="checkbox"/>	175	35	Natchitoches	NAT	<input type="checkbox"/>	93
04	Assumption	ASS	<input type="checkbox"/>	54	36	Orleans	ORL	<input type="checkbox"/>	1037
05	Avoyelles	AVO	<input type="checkbox"/>	94	37	Ouachita	OUA	<input type="checkbox"/>	297
06	Beauregard	BEA	<input type="checkbox"/>	76	38	Plaquemines	PLA	<input type="checkbox"/>	54
07	Bienville	BIE	<input type="checkbox"/>	41	39	Pnte Coupee	POI	<input type="checkbox"/>	58
08	Bossier	BOS	<input type="checkbox"/>	197	40	Rapides	RAP	<input type="checkbox"/>	266
09	Caddo	CAD	<input type="checkbox"/>	484	41	Red River	RED	<input type="checkbox"/>	28
10	Calcasieu	CAL	<input type="checkbox"/>	382	42	Richland	RIC	<input type="checkbox"/>	58
11	Caldwell	CLD	<input type="checkbox"/>	35	43	Sabine	SAB	<input type="checkbox"/>	62
12	Cameron	CAM	<input type="checkbox"/>	27	44	St. Bernard	SBE	<input type="checkbox"/>	134
13	Catahoula	CAT	<input type="checkbox"/>	39	45	St. Charles	SCH	<input type="checkbox"/>	108
14	Claiborne	CLA	<input type="checkbox"/>	46	46	St. Helena	SHE	<input type="checkbox"/>	31
15	Concordia	COC	<input type="checkbox"/>	46	47	St. James	SJA	<input type="checkbox"/>	50
16	DeSoto	DES	<input type="checkbox"/>	77	48	St. John	SJO	<input type="checkbox"/>	95
17	E.B. Rouge	EBR	<input type="checkbox"/>	825	49	St. Landry	SLA	<input type="checkbox"/>	190
18	E. Carroll	ECA	<input type="checkbox"/>	32	50	St. Martin	SMA	<input type="checkbox"/>	120
19	E. Feliciana	EFE	<input type="checkbox"/>	48	51	St. Mary	SMY	<input type="checkbox"/>	117
20	Evangeline	EVA	<input type="checkbox"/>	97	52	St. Tammany	STA	<input type="checkbox"/>	444
21	Franklin	FRA	<input type="checkbox"/>	53	53	Tangipahoa	TAN	<input type="checkbox"/>	216
22	Grant	GRA	<input type="checkbox"/>	45	54	Tensas	TEN	<input type="checkbox"/>	26
23	Iberia	IBE	<input type="checkbox"/>	156	55	Terrebonne	TER	<input type="checkbox"/>	215
24	Iberville	IBR	<input type="checkbox"/>	81	56	Union	UNI	<input type="checkbox"/>	70
25	Jackson	JAC	<input type="checkbox"/>	51	57	Vermilion	VEM	<input type="checkbox"/>	129
26	Jefferson	JEF	<input type="checkbox"/>	867	58	Vernon	VRN	<input type="checkbox"/>	108
27	Jeff Davis	JDA	<input type="checkbox"/>	65	59	Washington	WAS	<input type="checkbox"/>	95
28	Lafayette	LAF	<input type="checkbox"/>	394	60	Webster	WEB	<input type="checkbox"/>	92
29	Lafourche	LFR	<input type="checkbox"/>	175	61	W.B. Rouge	WBR	<input type="checkbox"/>	49
30	LaSalle	LAS	<input type="checkbox"/>	40	62	W. Carroll	WCA	<input type="checkbox"/>	31
31	Lincoln	LIN	<input type="checkbox"/>	93	63	W. Feliciana	WFE	<input type="checkbox"/>	29
32	Livingston	LIV	<input type="checkbox"/>	197	64	Winn	WNN	<input type="checkbox"/>	48
Total Number of Full-Faced Machines Required Statewide 9672 (Nine Thousand Six Hundred Seventy-Two)									

APPENDIX 12 - PROPOSED INVENTORY IF TOUCHSCREEN MACHINES

Proposed Inventory If TouchScreen Machines

Total Number Required Per Parish									
ID	Parish	Initials	✓	No. of Machines	ID	Parish	Initials	✓	No. of Machines
01	Acadia	ACA	<input type="checkbox"/>	232	33	Madison	MAD	<input type="checkbox"/>	91
02	Allen	ALL	<input type="checkbox"/>	91	34	Morehouse	MOR	<input type="checkbox"/>	177
03	Ascension	ASC	<input type="checkbox"/>	320	35	Natchitoches	NAT	<input type="checkbox"/>	166
04	Assumption	ASS	<input type="checkbox"/>	95	36	Orleans	ORL	<input type="checkbox"/>	1830
05	Avoyelles	AVO	<input type="checkbox"/>	164	37	Ouachita	OUA	<input type="checkbox"/>	546
06	Beauregard	BEA	<input type="checkbox"/>	141	38	Plaquemines	PLA	<input type="checkbox"/>	103
07	Bienville	BIE	<input type="checkbox"/>	73	39	Pnte Coupee	POI	<input type="checkbox"/>	105
08	Bossier	BOS	<input type="checkbox"/>	357	40	Rapides	RAP	<input type="checkbox"/>	472
09	Caddo	CAD	<input type="checkbox"/>	895	41	Red River	RED	<input type="checkbox"/>	50
10	Calcasieu	CAL	<input type="checkbox"/>	697	42	Richland	RIC	<input type="checkbox"/>	106
11	Caldwell	CLD	<input type="checkbox"/>	67	43	Sabine	SAB	<input type="checkbox"/>	115
12	Cameron	CAM	<input type="checkbox"/>	50	44	St. Bernard	SBE	<input type="checkbox"/>	247
13	Catahoula	CAT	<input type="checkbox"/>	73	45	St. Charles	SCH	<input type="checkbox"/>	190
14	Claiborne	CLA	<input type="checkbox"/>	79	46	St. Helena	SHE	<input type="checkbox"/>	58
15	Concordia	COC	<input type="checkbox"/>	80	47	St. James	SJA	<input type="checkbox"/>	91
16	DeSoto	DES	<input type="checkbox"/>	141	48	St. John	SJO	<input type="checkbox"/>	175
17	E.B. Rouge	EBR	<input type="checkbox"/>	1483	49	St. Landry	SLA	<input type="checkbox"/>	352
18	E. Carroll	ECA	<input type="checkbox"/>	59	50	St. Martin	SMA	<input type="checkbox"/>	224
19	E. Feliciana	EFE	<input type="checkbox"/>	84	51	St. Mary	SMY	<input type="checkbox"/>	213
20	Evangeline	EVA	<input type="checkbox"/>	175	52	St. Tammany	STA	<input type="checkbox"/>	813
21	Franklin	FRA	<input type="checkbox"/>	96	53	Tangipahoa	TAN	<input type="checkbox"/>	390
22	Grant	GRA	<input type="checkbox"/>	81	54	Tensas	TEN	<input type="checkbox"/>	49
23	Iberia	IBE	<input type="checkbox"/>	282	55	Terrebonne	TER	<input type="checkbox"/>	387
24	Iberville	IBR	<input type="checkbox"/>	151	56	Union	UNI	<input type="checkbox"/>	129
25	Jackson	JAC	<input type="checkbox"/>	93	57	Vermilion	VEM	<input type="checkbox"/>	230
26	Jefferson	JEF	<input type="checkbox"/>	1601	58	Vernon	VRN	<input type="checkbox"/>	201
27	Jeff Davis	JDA	<input type="checkbox"/>	120	59	Washington	WAS	<input type="checkbox"/>	163
28	Lafayette	LAF	<input type="checkbox"/>	738	60	Webster	WEB	<input type="checkbox"/>	165
29	Lafourche	LFR	<input type="checkbox"/>	322	61	W.B. Rouge	WBR	<input type="checkbox"/>	89
30	LaSalle	LAS	<input type="checkbox"/>	75	62	W. Carroll	WCA	<input type="checkbox"/>	55
31	Lincoln	LIN	<input type="checkbox"/>	165	63	W. Feliciana	WFE	<input type="checkbox"/>	52
32	Livingston	LIV	<input type="checkbox"/>	371	64	Winn	WNN	<input type="checkbox"/>	93
Total Number of Touchscreen Machines Required Statewide 17578 (Seventeen Thousand Five Hundred Seventy-Eight)									

APPENDIX 13 – ELECTIONS BUSINESS PROCESS

Louisiana Department of State
Elections Business Process

1. Propositions are received by the Department and are put in electronic format, proofed and sent to absentee programming for ballot programming. Propositions are required to be called 71 days prior to a primary and 46 days prior to a general.
2. Candidates qualify at the local clerk of courts' offices in all 64 parishes. State candidates qualify at the Department of State. The Clerks and the Department input candidate's name, address, phone number, office running for, etc. into LASOS¹. Candidate's information is verified in the ERIN² system. Candidates qualify 35-56 days prior to the opening of the polls on Election Day. Candidates are subject to challenge as to qualifications for 7 days following the close of qualifying. Candidates may withdraw up until Election Day.
3. The Department analyzes the information entered into LASOS on every candidate to make any changes needed.
4. Unopposed candidates are identified by the LASOS system and ballot numbers for all other candidates are issued by the LASOS system.
5. The Department then builds the election, locks the system from subsequent update, and the ballots are assembled. The LASOS system is used to assemble the ballots according to the precincts that are in the jurisdictions. Jurisdictions are provided by the local registrars, e.g., water district, fire district, municipal districts, police jury districts, school board districts, legislative districts.
6. The Department presently prepares 4 types of ballots: DRE touchscreen ballots, DRE full-faced ballots, lever machine ballots and paper absentee ballots. These ballots are built using the LASOS system.
7. On DRE touchscreen, ballot styles are created based on the "lock-out" information from the local registrars of voters. The DRE touchscreen ballot assembling is imported by the Department electronically to our programmers for download into the DRE touchscreen system software for Election Day voting in Ascension Parish and Tangipahoa Parish. That software produces ballot styles, and then the information is used to print screen shots to be proofed.
8. On DRE full-faced and lever machine ballots, "lock-out" notes are hand written on the ballot layouts. These ballot layouts are sent to the printer along with a candidate database in electronic format to be printed and proofed.
9. Absentee paper ballots are manually created by the Department, sent to the printer for printing and proofing.
10. Programmers in the Department program the ballot styles for absentee voting in the entire State of Louisiana for the DRE touchscreen machines on programmable memory devices.
11. Absentee paper ballots, programmable memory devices for use in absentee voting machines and other election materials are to be sent to the local registrars

¹ LASOS = Louisiana Secretary of State Information Systems

² ERIN = Election Registration Information Network

of voters at least 20 days before each primary election and at least 13 days before each general election.

12. Department employees prepare and test all programming on all absentee machines before delivery to the local registrars of voters.
13. Department employees support and assist in the preparation of the voting machines at the local registrars' offices for absentee voting in-person, including testing, setting the "lock outs" and sealing of the programmable memory devices inside the absentee voting machines by the Parish Board of Election Supervisors.³
14. Absentee voting begins 12 days prior to the election and ends the 6th day prior to the election. Absentee voting on DRE touchscreen machines is conducted in challenge mode.
15. Department employees provide support and maintenance for absentee voting machines and paper ballot scanners before, during and after all elections.
16. For Election Day voting, the DRE full faced and the lever machine printed ballots are sent to the voting machine warehouses in all 64 parishes no later than 22 days before a primary election and as soon as possible for a general election. The programmable memory devices are sent to the warehouses in Ascension and Tangipahoa parishes. The Department voting machine technicians in each warehouse prepare the voting machines for Election Day voting, which includes testing, setting the "lock outs" and installing the printed ballots on every machine.
17. Election Day machines are sealed at the parish warehouses by the Parish Board of Election Supervisors no less than 36 hours before the election.
18. No later than 30 minutes before the opening of the polls, Drayman deliver the voting machines to the local precincts, where the voting machines are in the custody of the local election officials, the clerks of court in all 64 parishes.
19. The election is conducted by the local clerks of court. Department employees support local election officials on Election Day.
20. Absentee ballots are counted on Election Day by the Parish Board of Election Supervisors. Challenged ballots on the DRE touchscreen machines are removed during absentee counting on Election Day.
21. Poll workers open the polls, print a zero proof sheet, post the sample ballot, and conduct the election, operating any "lock outs" or selecting ballot styles. They close the polls, secure the machines, make the machine print 4 identical final result tally sheets [3 for a consolidation cartridge] or transcribe the vote from lever voting machines to the final result tally sheet.
22. The commissioner-in-charge at every precinct delivers to the clerk of court the voting machine keys, original machine certificates, one copy of the final result tally sheets, consolidation election result sheet, if produced, and all election result cartridges, i.e., programmable memory devices from the voting machines, where applicable.
23. The programmable memory devices are read electronically by the Department's equipment in each local clerk of courts' offices.

³ Parish Board of Election Supervisors consist of the following officials: Parish Registrar of Voters, Parish Clerk of Court, Governor appointee, Democratic Parish Executive Committee Chairman, and Republican Parish Executive Committee Chairman

24. The election results data is transmitted via a secure private network to the LASOS system, where they are then posted in real time on the internet.