

NOTICE

The following RFP is available for informational purposes and will be included as part of any contract with a vendor to provide Statewide Voting System(s) that meet federal guidelines contained in the Help America Vote Act of 2002 (HAVA).

This RFP is intended to solicit proposals from vendors that wish to supply the State of Ohio with HAVA-compliant voting systems. The final contract will be dependent upon specific elements of the selected vendor's proposal and will contain at a minimum this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract.

Purchase orders, change orders, and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

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RFP # SOS0428365
Statewide Voting System(s)

REQUEST FOR PROPOSAL

RFP NUMBER: SOS0428365
DATE ISSUED: May 23, 2003

The Ohio Secretary of State is requesting proposals for a Statewide Voting System(s).

PROPOSAL DUE DATE AND TIME: June 23, 2003 by 2:00 PM EST

OPENING DATE AND TIME: June 24, 2003 at 9:00 AM EST (Closed)

**OPENING LOCATION: Ohio Secretary of State
Voting Systems Bid Room
180 E. Broad Street, 15th Floor
Columbus, OH 43212**

This RFP consists of five (5) Parts and 12 Attachments, totaling 55 consecutively numbered pages. Please verify that you have a complete copy.

STATE OF OHIO

REQUEST FOR PROPOSAL

On Behalf of the
Office of J. Kenneth Blackwell
Ohio Secretary of State
For
Statewide Voting System(s)

Proposal Due Date: June 23, 2003 2:00 PM EST

Offerors: please fill-in the information below and return this sheet with your proposals.

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

Submit Proposal to:

Ohio Secretary of State
Attn: Dana Walch, Director of Election Reform
Voting Systems Bid Room
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

RFP NUMBER: SOS0428365
DATE ISSUED: May 23, 2003

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PART ONE: EXECUTIVE SUMMARY

Purpose

Through this solicitation the Office of the Ohio Secretary of State is seeking to procure the services of a vendor or vendors capable of supplying the State Direct Recording Electronic (DRE) voting machines and equipment, with audio interface for non-visual access or precinct count optical scan voting equipment, for counties that prefer that method, in polling places, plus optical scan voting equipment for absentee and provisional balloting.

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

Overview of the Procurement Process

Pursuant to the provisions of the Ohio Revised Code Section 125.041, the Ohio Secretary of State (SOS) has determined that the use of competitive sealed bidding to select fixed priced vendor(s) will not be practical or advantageous to the State in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids and shall be opened in the same manner as competitive sealed bids. All proposals submitted pursuant to this request shall be made in accordance with the provisions of the Solicitation, these instructions and specifications.

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

Contacts: The following person will represent the Secretary during the Proposal process and the performance of the Work:

Procurement Representative:

Dana Walch, Election Reform Director
Ohio Secretary of State
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

During the performance of the Project, a Secretary representative (the "Project Representative") will represent the Secretary and be the primary contact for matters relating to the Project. The Project Representative will be designated in writing after the Contract award.

Internet Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective offeror's representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative's business phone number, and

- Representative's e-mail address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Offerors may view inquiries using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

When an amendment to this RFP is necessary, the Secretary may extend the Proposal due date by placing an alert on DAS's State Procurement Web Site procurement opportunity detail page for this RFP. Amendment alerts may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective Offeror to check for alerts and other current information regarding this RFP.

The Secretary will try to respond to all inquiries within 48 hours, excluding weekends and Secretary holidays. The Secretary will not respond to any inquiries received after 5:00 p.m. on June 4, 2003.

The Secretary is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described here within.

Amendments to Proposals: Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as authorized by this RFP.

Amendments to the RFP: If the Secretary decides to revise this RFP before the Proposal due date, amendments will be announced on the State Procurement Web site.

Offerors may view amendments using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click on the amendment number to display the amendment.

After the submission of Proposals, amendments will be distributed only to those Offerors whose submissions are under active consideration. When the Secretary makes an amendment to the RFP after

Proposals have been submitted, the Secretary will permit Offerors to withdraw their Proposals within 10 business days after the amendment is issued. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the amendment changes the nature of the transaction so much that the Offeror's Proposal is no longer in its interests. Alternatively, the Secretary may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the Secretary makes an amendment after the Proposal due date, the Secretary will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the Secretary amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if the Secretary permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, the Secretary may limit the nature and scope of the modifications. Unless otherwise stated in the Secretary's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the Secretary at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the Secretary has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

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

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

Background

In light of the General Election of November 2000, legislation was introduced and passed at both the state and federal level that called for election reform. The Ohio Secretary of State, as Ohio's chief elections officer, is responsible for directing and implementing election reform in Ohio.

The Help America Vote Act (HAVA) requires "uniform and nondiscriminatory election technology" that meets specific voting system standards. Ohio has opted for a program that specifically addresses the requirements of the Act, but provides counties with some degree of flexibility in choice of vendor and how they implement and develop voting systems to meet the particular needs of their region. The Secretary of State has appointed a committee to draft the statewide plan for meeting HAVA requirements. The current draft of this plan is accessible through the Secretary of State's Web site, www.state.oh.us/sos/. All prospective vendors are encouraged to review this document.

Objectives

The overall objective of this Procurement is to obtain the equipment and services from a vendor or vendors that will allow the SOS to establish and install or assist in establishing and installing Help America Vote Act (HAVA) compliant voting system(s) statewide that will provide the state's voters with security, accuracy and ease of use.

Overview of the Project's Scope of Work

This RFP is being issued to acquire voting devices, equipment and related services for the state of Ohio. A detailed scope of work for the Project is in **Attachment 4** of this RFP. Technical requirements for the voting systems and related components and software are listed in **Attachment 3** of this RFP.

Calendar of Events

See **Attachment 1**, Schedule of Events. Proposals will be received at the date and time set forth therein at the following location:

Ohio Secretary of State
Attn: Dana Walch, Director of Election Reform
Voting Systems Bid Room
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

Contract Term

The Contract award will be by issuance of a Notice of Award. Based on the statewide deployment plan selected by the Ohio Secretary of State the resultant contract shall have options to renew, with a contract end date of one year after award, each year. The option to renew or cancel the contract during any of the option periods shall only be extended to the Ohio Secretary of State. The annual renewal of the Offeror's contract shall be subject to appropriations and based on the Offeror's successful contract performance the preceding year. Renewals will be accomplished through the issuance of Notice of Award Amendments. (See Period of Performance under General Terms and Conditions, **Attachment 6**.)

Overview of the Agency

Visit the Secretary of State Web page at www.state.oh.us/sos/.

Contract Price Adjustments

Lowest Hardware and Software Prices Guarantee -- For all hardware and software acquired under this contract, the Contractor must guarantee that the prices as quoted in **Attachment 7** shall be no higher than the prices that it charges to any customer other than the U.S. Federal Government. Therefore, if at any time after the commencement of this contract, the Contractor charges any lower price(s) to any other non-Federal customer for the same or equivalent equipment and software, it shall adjust its Ohio prices for all equipment and software purchased thereafter in the future to no more than the price(s) charged to any other non-Federal customer for the same or equivalent hardware and software.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into 5 parts and has 12 attachments. The parts and attachments are listed below.

Parts

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Contract Award

Attachments

- Attachment 1 Schedule of Events
- Attachment 2 Acronyms and Definitions of Terms
- Attachment 3 Technical Requirements
- Attachment 4 Project Requirements – Scope of Work
- Attachment 5 Requirements for Proposals
- Attachment 6 General Terms and Conditions
- Attachment 7 Cost Proposal Forms
- Attachment 8 Performance Bond
- Attachment 9 Performance Information Request
- Attachment 10 Estimated Milestone Timelines
- Attachment 11 Proposal Letter
- Attachment 12 County Information

PART THREE: GENERAL INSTRUCTIONS

Procurement Representative.

The following person will represent the State as the Contracting Officer during the Proposal process and the performance of the Project:

Ohio Secretary of State
Dana Walch, Director of Election Reform
Voting Systems Bid Room
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

During the performance of the Project, a State representative (the "Project Representative") will represent the State and be the primary contact for matters relating to the Project. The Project Representative will be designated in writing after the Contract award.

Restrictions on Communication with Staff

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

Economy of Presentation

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

Submission of Proposals

Proposals must be identified as follows:

Proposal of (Your Company's Name):

RFP Number:

Proposal Due Date and Time: **As determined in Attachment 1 – Schedule of Events**

Proposal Opening Date and Time: **As determined in Attachment 1 – Schedule of Events**

Any proposal received after the due date and time MAY be rejected. As chief elections officer, the Secretary of State will govern the acceptance of late proposals.

Submit all proposals to:

Ohio Secretary of State
Attn: Dana Walch, Director of Election Reform
Voting Systems Bid Room
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

Designated Holidays

Offerors are advised that State agencies will be closed for the designated 2003-2004 State holidays listed below:

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
Presidents Day
New Year's Day

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

Proposal Packages

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

Part 1 – Administrative Documents and Technical Proposal

An original packet and ten (10) hard copies are required. The following are to be included in the packet:

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

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

- General Business Information
- Program Product(s) proposed
- References
- Offeror's responses to items in **Attachment 5** of the RFP. (Separate and identify responses to Phase I and Phase II in the Technical Proposal)
- Any exceptions to the Terms and Conditions.

No cost information should be included in the Technical Proposal.

Part 2 – Cost Proposal

An original and ten (10) hard copies along with ten (10) copies on CD-ROM are required. All costing information related to the bid must be contained in the Cost Proposal (See **Attachment 7**).

General Business Information

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

Legal Status of the Company

The Offeror must indicate the legal status of the company (i.e., corporation, sole proprietorship, partnership, etc.) and provide documentation of the legal status of the Offeror, such as Corporate Certificate, Authorization to Conduct Business in Ohio, etc. The Offeror must describe and provide a

corporate chart reflecting any relationship between the bidding company, parent company, and all subsidiaries, listing each of the officers of the company. Offeror must provide the legal status of the ownership of the program products being offered.

Previous Contract Termination

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

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

Financial Information

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

References

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

W-9 Form

The Offeror must complete the provided W-9 form in its entirety (Attachment 13). At least one (1) original W-9 form must be submitted. All other copies of the Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original W-9 form with the original signature.

PART FOUR: EVALUATION OF PROPOSALS

Overview

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

The evaluation will be conducted in four phases:

1. **Phase 1:** Evaluation of all mandatory requirements as listed below. The Offeror(s) proposals will not move to Phase 2 unless all of the following mandatory requirements are met:
 - Offeror(s) must demonstrate prior experience similar in scope to the State's requests
 - Offeror(s) must demonstrate a capacity for meeting the State's schedule and deadlines
 - Offeror(s) recommended voting system must comply with FEC standards
 - Offeror(s) recommended voting system must be ITA qualified
 - Offeror(s) recommended voting system must be certified in the State of Ohio
2. **Phase 2:** Detailed review of the technical requirements detailed in Attachment 3 and Attachment 5 of this RFP. The evaluation of any technical proposal that is incomplete or one in which significant inconsistencies or inaccuracies have been identified will result in a reduction of the evaluation score and, at the sole discretion of the Secretary of State, may not be allowed to advance to the next evaluation phase.
3. **Phase 3:** Evaluation of product demonstrations. Offeror(s) receiving an unsatisfactory rating will result in a reduced evaluation score and, at the sole discretion of the Secretary of State, may not be allowed to advance to the next evaluation phase.
4. **Phase 4:** Evaluation of cost proposals. Proposals that have advanced through the first three evaluation phases with an average rating equal to or higher than "satisfactory," will be evaluated based on cost.

Scoring of the Phase 1 mandatory requirements will be either "reject" or "accept." Evaluations conducted during Phase 2 and Phase 3 will be done using a five-part scale as described below:

- **Excellent:** The topic or item being evaluated demonstrates excellent understanding of requirements and approach that significantly exceeds performance or capability standards. Proposal has exceptional strengths that will significantly benefit the State. An "excellent" rating receives a score of "9."
- **Good:** The topic or item being evaluated demonstrates good understanding of requirements and approach that exceeds performance or capability standards. Proposal has one or more strengths that will benefit the State. An "excellent" rating receives a score of "7."
- **Satisfactory:** The topic or item being evaluated demonstrates acceptable understanding of requirements and approach that meets performance or capability standards. Acceptable solution. Proposal has few or no strengths. A "satisfactory" rating receives a score of "5."
- **Marginal:** The topic or item being evaluated demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance. A "marginal" rating receives a score of "2."
- **Unsatisfactory:** Proposal fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. An "unsatisfactory" rating receives a score of "0."

Phase 4 evaluations of the cost proposal, as previously noted, will be evaluated on the basis of the cost figures provided. The table below summarizes the four evaluation phases

<i>Evaluation Phase</i>	<i>Percent of Overall Score</i>
Phase 1: Mandatory requirements	Must meet to continue
Phase 2: Detailed review of technical requirements	50%
Phase 3: Product demonstrations	20%
Phase 4: Cost proposals	30%

Identification of Apparent Successful Vendor(s)

Subsequent to the opening of the sealed Cost Proposals, discussions may be conducted by the SOS with responsible Offerors whose submitted proposals are determined to be reasonably susceptible of being selected for award. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining Best and Final Offers.

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

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

Evaluation Organization

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

PART FIVE: AWARD OF THE CONTRACT

The Contract and any exceptions to the Contract must be submitted with Offeror's proposal. The SOS reserves the right to add provisions to the Contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror(s) other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the SOS affect the evaluation criteria set forth herein, or give the successful Offeror(s) a competitive advantage.

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

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

ATTACHMENT ONE: SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
Release of RFP	May 23, 2003
Inquiry Period Begins	May 27, 2003
Inquiry Period Ends	June 10, 2003 at 5:00 PM EST
Proposals Due Date & Time	June 23, 2003 by 2:00 PM EST

Proposals are due to:

Ohio Secretary of State
Attn: Dana Walch, Director of Election Reform
Voting Systems Bid Room
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

Proposal Opening Date & Time **Please note this process is closed	June 24, 2003 at 10:00 AM EST
Contract Award Date (On/About)	August 01, 2003
Contractor Commences Work (On/About)	August 08, 2003

The State of Ohio adheres to the guidelines set forth in the American Disabilities Act. Accordingly, provisions will be made to make your visit to the Secretary of State easier and more accessible. We ask that you please call (614) 466-2585 in advance if you require special arrangements when you visit our offices.

ATTACHMENT TWO: ACRONYMS AND DEFINITIONS OF TERMS

CO	Contracting Officer
COAR	Contracting Officer Administrative Representative
EMS	Election Management System
SOS	Ohio Secretary of State
IT	Information Technology
O.R.C.	Ohio Revised Code (State Statutes)
RFP	Request for Proposal
SFY	State Fiscal Year
SOW	Statement of Work
Absentee Ballot System (ABS)	This has the same meaning as Optical Scan or Optical Scan Absentee Ballot Voting System.
Absentee Ballot for Optical Scan	A ballot that will be sent to an elector, upon request, who will then mark the ballot with their selections and return it their county board of elections office prior to the close of the polls on election day.
Agency	Any and all State of Ohio departments, agencies, authorities, commissions, colleges, and universities.
Ballot Field	The identification of the office name and applicable district.
Best Value	The expected outcome of an acquisition that, in the state's estimation, provides the greatest overall benefit in response to the requirement. An approach that highlights the importance of technical merit and/or performance of an offer to satisfy a particular requirement, relative to the importance of the price paid to satisfy a particular requirement.
Bidder, Contractor, Offeror or Vendor (used interchangeably herein)	A vendor who returns a properly completed bid in response to a request for proposal from an authorized state or agency purchasing agent and shall include all entities and employees of those entities that are directly or indirectly included in a proposal to provide services and/or equipment pursuant to this Request for Proposal.
Cast	The final act of a voter to indicate the votes for races and issues have been selected on their ballot to show their vote.
Contract Administration	The management of all actions that must be taken to assure compliance with the terms of the contract after award.

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

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

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

DRE Voting System Direct Recording Electronic Voting System is one that:

- Records votes by means of a ballot display provided with mechanical or electro-optical devices;
- Processes the data by means of a computer program;
- Records voting data in internal memory devices; and,
- Tabulates voting data as hard copy or stored in a removable memory device.

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

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

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

Optical Scan Voting Equipment A mark sense system in which voters record their choices by filling in a rectangle, circle or oval, or by completing an arrow.

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

Polling Place A designated voting facility where electors cast ballots and includes one or more precincts.

Precinct A geographical area, established in accordance with Ohio Revised Code Section 3501.18, within which all electors vote at one polling place.

Precinct Count Optical Scan (PCOS)

An optical scan voting system in which the voter inserts the ballot into a device which counts the vote within the polling location.

Provisional Voting

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

Purchase Orders

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

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

Request for Proposal (RFP)

A solicitation used when discussions may be required prior to contract award; a document used for soliciting competitive proposals.

Solicitation

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

SOS

The Office of the Secretary of State of Ohio (terms used interchangeably throughout the document).

Statement of Work (SOW) or Scope of Services

A document prepared by the requester and included in the requisition package, which delineates and fully describes the service to be performed or the required end result.

Statutes

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

Undervote

Any circumstance resulting in the maximum allowed number of selections for a race or ballot issue not being selected.

Voter with Disability (VWD)

A registered voter with one or more physically restricting conditions such that the individual cannot vote or whose capacity to vote is impaired.

Voting System

All the necessary components (hardware, software, and associated services) to fulfill the requirements within this RFP for the DRE, precinct count optical scan, and absentee ballot requirements.

Voting Unit

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

VWD Unit

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

- Non-visual access using a method that includes manual controls and audible speech; and
- Ease of portability and adjustability at polling location.

Warranty

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

ATTACHMENT THREE: TECHNICAL REQUIREMENTS

Detailed Minimum Requirements (Phase I)

State of Ohio Certified

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

The Proposed System

Offerors must clearly demonstrate and document within the technical proposal and the Executive Summary of their technical proposal that, as of June 16, 2003, the Voting System they wish to propose to the state for the purpose of this RFP satisfies the following minimum requirements. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

Offerors must also provide a statement that their proposed system does not require an interface with any Voter Registration system. **This is also a mandatory requirement.**

Federal Election Commission Standards

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

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

Independent Testing Agency (ITA)

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

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

Offerors that submit offers without ITA qualification must provide proof that the source code review portion of the testing is complete and satisfactory and that the proposed equipment is currently pending ITA qualification. However, prior to the State making a decision to award (See "Award Date" in Schedule of Events in **Attachment 1**), the non-certified equipment must have ITA qualification and all documentation required must be submitted to the State. If the Offeror fails to produce the required ITA qualification prior to the Award Date, that Offeror's proposal will be rejected.

Experience and Financial Capacity

The Offeror must demonstrate both the experience and financial capability to satisfy all immediate and long-term requirements for the requested system and system support. The Offeror must be able to meet the guarantee and bonding requirements of Ohio Revised Code Section 3506.10.

System Requirements, Performance and Capabilities

Both the DRE, precinct count optical scan, and ABS systems must meet the following requirements, unless otherwise indicated:

Accuracy

Both DRE, precinct count optical scan, and ABS systems should:

- Produce a paper audit trail. To guard against fraud, systems shall not produce individual paper records that voters could remove from the polling place;
- Accurately report all votes cast;
- Control logic and data processing methods to detect errors and provide correction method;
- Provide for the storage and tabulation of write-in votes;
- Accommodate multi-member districts whereby multiple votes are cast for more than one post in the same election;
- Permit diagnostic testing of all the major components within each unit;
- Provide printout results containing candidates and/or issues in an alphanumeric format next to the vote totals;
- Provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero printouts before each election and a precinct tally printout at the close of each election.
- Permit recounts and contested elections to be conducted pursuant to the requirements of Title 35 of the Ohio Revised Code; and
- In the event of the failure of a unit, retain a record of all votes cast prior to the failure.

The DRE system should:

- Present the ballot to the voter in a clear and unambiguous manner;
- Prohibit overvotes before final vote is cast;
- Provide a summary screen at the end of the ballot showing what the voter has chosen prior to the final vote being cast;
- Provide a method to separate and hold provisional and absentee ballots that are cast;
- Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style; and
- Provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location, on either the same ballot style or a different ballot style.
- Must have all capabilities of the DRE units for precinct voting functionality;
- The capability of storing and presenting to the voter any ballot style in use in given jurisdiction;
- Able to maintain multiple ballot combinations on a single voting unit;
- Able to accommodate multi-member districts; and
- Easily download results from balloting into the final tally of votes

The system should also be able to meet each of the requirements of Ohio Revised Code Section 3506.10.

Audit and Security

The following requirements pertain to DRE, precinct count optical scan, and ABS systems unless otherwise noted:

- Provide a paper audit trail as referenced under Accuracy above;
- Provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods;
- Provide for summary reports of votes cast on each voting device by extracting information from a memory device or a data storage device;
- Provide printed records regarding the opening and closing of the polls and include the following:
 - Identification of election, including opening and closing date and times;
 - Identification of each unit;
 - Identification of ballot format;

- Identification of candidate and/or issue, verifying zero start;
- Identification of all ballot fields and all special voting options;
- Summary report of votes cast for each device, or ability to extract same;
- Prevent printing of summary reports before the sequence of events required for closing of the polls are completed;
- Poll opening reports should have all system audit information required;
- No loss of data during generation of reports including results, images and inaccurate vote counts;
- Integrity and security of data maintained according to time frame for federal, state and local elections;
- Prevention of functions in an improper sequence;
- Security provisions compatible with administrative set up and operational use;
- Requirement for pre-election testing of logic and accuracy;
- Requirement for logic and accuracy results to be stored in memory of main unit processor and Election Day device;
- Programmable memory device to be sealed in unit with means of tamper detection;
- Allow for extraction of data from memory devices to a central host;
- Prevent modification of the voter's vote after the ballot is cast;
- Protect the secrecy of the vote such that the vote may not be observed during the voter's selection of preferences, during the casting of the ballot, and as the voted ballot is transmitted for recording on a storage device; and
- Prohibit voted ballots from being accessed by anyone until after the close of polls.
- Provide for security procedures system-wide, from turn on to turn off; and
- Provide for safeguards against and evidence of tampering, theft or damage of the system and units.

Election Management System

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

Administrative Database

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

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

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

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

The EMS shall provide a software capability for the creation of newly defined elections, for the retention of previously defined formats in that election, and for the modification of a previously defined ballot format. Such systems shall be designed so as to facilitate error-free definition of elections and their associated ballot layouts for DRE, precinct count optical scan, and ABS and comply with the ballot rotation requirements of R.C. 3505.03.

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

Election Programming

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

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

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

Ballot Validation

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

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

- Full candidate name;
- Candidate sequence;
- Text of ballot questions and voting option language;
- Name of authorizing presidential candidate for a Presidential Primary Delegate;
- Office name;
- Number to vote for each office;
- Party affiliation;
- Ballot style indicator; and
- Number of registered voters at the precinct.

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

- Candidate Name;
- Office;
- Number of votes for (including ballot questions);
- Number of votes against (where applicable) (including ballot questions);
- Number of people voting summary and by party affiliation (if applicable); and

- Number of registered voters at the precinct level (by party affiliation if applicable).

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

The EMS shall be flexible enough to allow the import/export of ballot information and voter registration information to and from any centralized statewide database, which will be undergoing changes in the coming years. No voting system shall be selected that requires a specific voter registration database interface.

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

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

Back-Up System

The back-up system must:

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

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

Speed of System

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

The Voting System shall provide for an accurate and immediate transfer of data.

Absentee Voting

The absentee voting system must be integrated with the entire Voting System provided by the Vendor.

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

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

The absentee results shall be easily integrated with Election Day results (if applicable) in a timely manner.

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

Provisional Voting

Offerors shall discuss how their DRE, precinct count optical scan, and ABS voting equipment, as well as the EMS, can separate provisional ballots from non-provisional ballots cast at the precinct on Election Day and discuss how results from provisional ballots can be easily downloaded into the final tally of votes if those provisional ballots are determined to be eligible for counting.

Election Reporting Requirements

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

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

Provide for unofficial and official reports, in standard or custom format, including absentee and, Election Day and total vote.

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

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

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

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

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

Provide individualized sample ballot information for storage on a Web site and for reproduction and distribution.

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

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

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

System Audit Log

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

- Identification of the program and version being run;
- Identification of the election file being used;
- Record of all options entered by the operator;
- Record of all actions performed by the subsystem; and
- Record of all tabulation and consolidation input.

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

Access to Election Data

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

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

Voter Comfort

Each of the following requirements should be met:

- Font size should be adjustable for ease of sight, but not below the font size of twelve (12), at one hundred percent (100%) magnification (DRE only);
- Ballot should include minimal, easy to follow on-screen instructions for use by the voter (DRE only);
- Voters are to be shown a summary screen at the end of the ballot (DRE only);
- Device should be capable of supporting foreign languages;
- Voter should be aware by clear means of ballot choice;
- Voter should be allowed to change selection until the voter is satisfied with choice at anytime prior to the final casting of a ballot;
- Voter should be allowed to review all ballot choices before casting the ballot;
- Device should prevent Overvotes (DRE only);
- Device shall prompt the voter to confirm the voter's choices before casting their ballot, signifying to the voter that casting the ballot is irrevocable and directing the voter to confirm the voter's intention to cast the ballot, and shall further signify to the voter that the ballot has been cast after the votes are stored successfully;
- Voting booth must be designed so as to provide privacy for the voter while voting, must be well lit, equipped with a fixed surface of writing height on which to vote and must accommodate elderly, disabled or other voters with special needs (DRE only);
- The precinct count optical scan system should have the capacity to notify voter of all Overvotes; and
- During contract period, demonstration unit and written materials shall be provided at each polling place to inform voters on how to use the voting equipment prior to actually voting. As part of the equipment provided, the Vendor shall provide at each polling location a model or "practice" voting device that simulates the actual voting machine in use at that polling place.

Disabled Voter Comfort

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

In addition, the units that will accommodate voters with disabilities must be capable of providing:

- Non-visual access using a method that includes touch controls and audible speech, playback, volume, speech;
- Ease of portability and adjustability at polling location;
- The voter with the ability to review the completed ballot before submitting his or her vote;
- The system must prevent the voter from Overvoting any race;
- The voter must be able to write in a candidate name in races which allow write-in candidates;
- The voter must be able to review their write-in input to the interface, edit that input, and confirm that the edits meet their intent;

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

DRE, precinct count optical scan, and ABS Comfort Requirements

The following requirements pertain to poll workers and Election Officials and staff for DRE, precinct count optical scan, and Absentee Ballot Systems:

- Devices should be transportable, without damage to internal circuitry;
- Devices should withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry.
- Devices should provide poll workers with a method to immediately detect if a voting unit is not operating properly;
- The programmable memory device should be easy for poll workers to operate after the closing of the polls; and
- Devices should be “tamper-proof” while in a storage configuration either in storage or the polling location.

DRE Comfort Requirements

The following requirements pertain to poll workers and Election Officials and staff for the DRE Systems:

- Devices should be of such size as to be able to move through standard size doorways into various size polling places for storage in a particular location within the polling place prior to Election Day use;
- Devices should allow for a Poll Worker to assist a voter in activation, either through remote help or direct access to the voting unit, or devices should allow the voter themselves to activate the unit using some form of activation device, [i.e. smart card, access code, or activation cartridge]; and
- DRE systems used should be as lightweight as possible.

ATTACHMENT FOUR: PROJECT REQUIREMENTS -- SCOPE OF WORK

This section describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables") and gives a detailed description of the Project's schedule.

Scope of Work

The Contractor must supply the State of Ohio with installed and configured DRE, precinct count optical scan, ABS and EMS systems needed to respond with the State's commitment to meet the voting system standards of the 2000 Help America Vote Act (HAVA). The Contractor must also provide training and overall knowledge transfer to State and local election officials. The Contractor will provide State and local Election Officials and Pollworkers with training materials for use in voter education programs.

The scope of work includes:

- Equipment installation, configuration, testing and certification
- Training and education
- Administrative and technical support

Key Milestone and Timeline Dates

Key completion dates for project activities are contained in **Attachment 10**

Deliverables

The following 8 deliverables are included in the scope of work.

Validation of the State's requirements

To confirm the ability of the chosen systems to meet the State's minimum requirements as detailed in **Attachment 3** of this RFP, the Vendor(s) must plan and facilitate a walk-through session within (ten) 10 calendar days of the start of the Project to annotate and demonstrate system capabilities for the Secretary of State staff and invited guests. To successfully conduct this session, the Vendor(s) will:

- Develop and distribute a checklist listing all of the State's minimum requirements plus any additional features the Vendor believes will help the State attain its Project objectives;
- Illustrate and confirm that the systems being demonstrated meet each defined requirements;
- Explain and document any variance between the minimum requirements and system capabilities;
- Respond effectively to comments and questions from participants;
- Capture and document any additional requirements identified during the walk-through;
- Develop and submit a baseline listing of all requirements.

Installed, configured DRE, precinct count optical scan, ABS and EMS system

To confirm successful installation and configuring of all DRE, precinct count optical scan, ABS and EMS systems, the Vendor will:

- Comply with all delivery and set-up dates detailed in **Attachment 10**; and
- Prepare, assure completion of and submit a checklist filled-in and signed by a duly authorized State representative attesting to the successful installation, configuration and testing of equipment at each location.

Documentation

The Vendor will provide software and firmware documentation, information, and materials, including the following:

1. A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system.
2. Diskettes, tapes, or compact disks containing copies of all source code files required to develop the system object code and firmware; with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a MS-DOS or Microsoft Windows operating system;
3. System flow chart describing information flow; entry and exit points; and the relationship of programs, device drivers, data files, and other program components;
4. Identification of version, release, and modification levels of all software and firmware components;
5. Identification of the steps and procedures required to generate all program modules providing system functions for which certification or provisional certification is requested;
6. Identification of all compilers, assemblers, development libraries, device drivers, operating systems, and monitors required to generate and operate the executable programs;
7. Identification of all program elements which are static and not subject to change in either content or use when distributed for sale, during testing, or during operation; and
8. Identification of all program elements that are not static and therefore are subject to change in content or use when distributed for sale, during testing, or during operation.

User informational materials

The Vendor must partner with the State to produce and provide:

- Clear, graphically-driven pamphlets and brochures that tell voters how the voting devices work; and
- Additional text-based items as required to supplement the training programs described below.

Training

The Vendor must provide:

- Extensive training programs on all phases of the Voting System(s). Such training shall be sufficient to the point that State and Local Election personnel shall be able to operate the system without continuous support by the Vendor. The training shall address but shall not be limited to, the following topics:
 - Programming of units;
 - Preparation of each individual unit;
 - Preparation of polling place to accept voting devices;
 - Electronic transmission of election results;
 - Tabulation of results;
 - Equipment and software used at the central counting station;
 - Methods of ensuring the accuracy of precinct results;
 - Full understanding of the audit procedures;
 - Conduct of a recount;
 - Conduct of a contested election;
 - Records preservation;
 - Printing, designing and reformatting election reports;
 - Troubleshooting to solve temporary problems;
 - Safeguards to prevent and detect tampering or theft;
 - Hot points for system errors; and
 - Training on the use of the Election Management System to design and layout ballots.

- A detailed training program for each county, which shall include:
 - Setting up and testing the voting equipment;
 - Suggestions for precinct set-up;
 - Operation of the voting device from start to finish;
 - Processing of voters, to the absentee voter, to the regular voter, to the provisional voter;
 - Troubleshooting methods to quickly identify and resolve any problems;
 - The opening and closing of polling locations on Election Day;
 - Proper operation and security for modem transmission of election results (if applicable);
 - Printing of zero counts before the polls open;
 - Assisting voters who require help while in the voting process;
 - Immediate determination of device problems;
 - Using the battery back up during electrical failure;
 - Taking a malfunctioning piece of equipment out of service;
 - Closing the polls and producing results in any of the methods available for that particular device;
 - How and when to place service calls.
 - Poll worker training provided by the vendor, to the county, at the direction of the county; and
 - Training materials for use by election personnel when conducting educational outreach programs.
- Assistance with pre-election training of poll workers shall be performed prior to the Primary, Special and General Elections in the first even year federal statewide election of use.
- The Vendor will provide a poll worker training program on videotape to the SOS and each county board of elections. This video program will assist the SOS and local election officials in preparing poll workers to work the polls and properly operate the voting equipment. The State anticipates that this videotape should be 15-20 minutes in duration and will likely include a brief message from the Secretary of State, an overview of the State's response to the Help America Vote Act, and a demonstration of the features and functions of the new voting system. The State expects the Vendor to assume responsibility for producing this instructional video program and arranging to make at least one copy for each precinct.
- Voter Education programs will be conducted by the State and the County. However, the Vendor will be expected to provide basic voter education material to support state and county efforts.
- The Vendor is also expected to partner with the State in using the Secretary of State's Web presence as a communication and instructional medium for the new voting system. To this end, the Vendor will actively participate in creating of informative communiqués of public interest during the project. The Vendor will also develop an on-line demonstration and simulation of the new voting equipment as an additional educational tool.

Warranty

The Vendor shall provide:

- A minimum of a three (3) year warranty, for all Voting System hardware and software, regardless of whether this warranty period for any piece of equipment and software shall extend beyond the term of this contract as described in this RFP;
- Documentation of acceptance testing for each unit delivered;
- During the term of the contract all software upgrades, as well as all hardware and software patches to repair defects in the system, at no charge to the using entity or State;
- One complete set of user and technical documentation for all hardware and components required to operate each system for the SOS and each local Election Official, in both printed and in an electronic format; and
- Well-trained support personnel, conversant in the English language, for all activities that are the Vendor's responsibility.

Election administrative support

The Vendor shall provide:

- An overall contract administrator who will serve as the principal point of contact for the Vendor with SOS.
- The Offeror(s) will prepare a plan to support counties in which the system is being deployed. This on-site technical support shall be provided for the first two even year election cycles.
- On-site technical support shall include at least the following:
 - Pre-election programming and ballot set-up;
 - Pre-election logic and accuracy testing;
 - Election day support during the full hours of operation; and
 - Post election testing and reporting.
- Service technicians must be well trained and capable of replacing malfunctioning equipment in the polling places. Each technician that performs troubleshooting in polling places must have reliable, dedicated transportation that will allow the technician to promptly respond to a polling place voting system problem situation, and said transportation shall be of sufficient size to accommodate several voting units. As a primary function, these technicians shall transport spare voting units for possible replacement of polling-place voting units that are inoperative. Units that cannot be repaired "on the spot" and are needed at the polling location for the capturing of votes, shall be picked up immediately after the election ends, repaired and returned. Each technician shall further maintain a reasonable supply of spare parts and components necessary to repair a malfunctioning voting unit or return it to service. Technicians must also have cellular telephones or other means of real time communication so that they may be dispatched to polling locations that are experiencing system problems.

Post warranty maintenance and support

Following the warranty period for each piece of equipment and software provided under the contract, the Vendor shall continue to maintain such equipment and software in proper operating condition for the full duration of the contract, including option periods, if exercised. The Vendor is to maintain a current inventory of all equipment and software provided under this contract, including information on the date of delivery of the equipment and software to the State to readily ascertain whether any piece of equipment is currently within the warranty period or is covered under the after-warranty maintenance. Except for circumstances of abuse, malicious action or

gross negligence by State or using entity officials, employees, their agents, servants, guests or subcontractors, or acts of God, the Vendor shall repair or replace such equipment or software so that they fully and properly perform as required under the contract. The only charge for such maintenance shall be the per voting unit maintenance charge bid by the Vendor in the appropriate section of **Attachment 7** to this RFP (Cost Proposal Form).

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

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

Contractor's Fee Structure

The table below illustrates the State's proposed payment structure for the Vendor-provided systems, equipment and services procured through this RFP. Payment schedule is based on Vendor's completion of and State's acceptance of deliverables.

Deliverable	Cost based on deliverable
<ul style="list-style-type: none"> • Validation of the State's requirements • Installed, configured voting system <ul style="list-style-type: none"> - Statewide license for the entire voting system - System documentation – one complete set of user and technical documentation for all hardware and components required to operate each system for the SOS and each local Election Superintendent, in both printed and in electronic format - Warranty <p><i>*Payment of the above stated deliverable will be contingent upon successful testing of compliance to the state's specified requirements.</i></p>	<p><i>60% - split based on units delivered</i></p>

• Training and informational materials – Internet and Other	5%
• Conduct Training	10%
• Election Administrative Support	15%
• Post warranty maintenance and support	10%

Contract Oversight and Staffing

The Office of the Secretary of State will appoint a Project Manager to provide oversight and general administration to the successful Offeror(s) from contract execution until conclusion. Offeror(s) shall direct all required reports, status updates, and updated WBS on a weekly basis to the SOS Project Manager, who will be the primary point of contact during the project. The Project Manager shall also be responsible for approving deliverables.

Requirements of Modifications

During the contract period, the Offeror(s) shall:

- Make systems modifications that are necessary to comply with the updates or changes to the Federal Elections Commission’s Voting Systems Standards;
- If modifications are made, submit the system to the NASED approved ITA for re-qualification testing;
- Obtain re-certification by SOS;
- Apply all certified modifications to all systems in the state to maintain uniformity of the Voting System; and
- Notify the SOS of any system modifications made on behalf of jurisdictions outside the State of Ohio.

Delivery Requirements

The Offeror(s) is (are) to deliver system equipment, hardware, software, and necessary components and perform required services to implement the required new voting system during the stated implementation phases outlined in this RFP by the dates listed in **Attachment 10**.

The deliverables shall be shipped directly to the individual counties and the exact locations shall be specified in the purchase order. For certain jurisdictions, or polling places within jurisdictions, as directed by the using entity point of contact (local election officials), there may be time of day, or day of the week, requirements or restrictions. These requirements or restrictions will be noted in the Purchase Order from the Office of Secretary of State that identifies each county requirement. The vendor will assume the responsibility of providing the resources required to unload and remove voting systems from their packaging. The vendor will also be required to dispose of the packaging.

The SOS shall specify to the Offeror, the equipment quantities to be delivered to each county. Counties requesting additional quantities above the SOS specified quantity shall be responsible for the ordering of and payment for said equipment, **however such equipment must be provided under the cost terms established by this agreement.**

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

Delivery Timeframe Requirements

Within thirty (30) days after award, provide to the Office of Secretary of State:

- Regulatory data necessary for SOS to issue regulations; and
- User manuals and technical documentation.

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

Comprehensive training of Election Officials and staff from the counties shall be conducted for each county prior to the elections in the first even year federal statewide election of use, the Offeror will assist the local Election Official in conducting comprehensive training for poll workers for their various precincts **The Offeror may provide training on a regional basis, however all training will be subject to the written approval of the Secretary of State in consultation with county boards of election.**

Pursuant to the election support requirements, the Vendor will assist local Election Officials in programming the voting units and conducting pre-election testing and set-up in accordance with their deployment plan.

Unit Quantity Requirements

The State of Ohio anticipates the approximate purchase of one DRE voting unit for every 200 registered voters in the state. For counties choosing to use precinct count optical scan as their primary voting system, Ohio anticipates the purchase of approximately one precinct count optical scan device for every precinct in the county. We also anticipate purchasing optical scan absentee ballot voting units for every county that must change from punch card absentee voting. We will also purchase any software associated with any of these voting systems.

Reporting and Complaint Resolution

The Offeror shall inform the SOS Project Manager on a per occurrence basis of any hardware or software system error occurrences in any jurisdiction outside of Ohio in which the voting system is being used. All errors should be fully analyzed as to their cause and remedy.

The Offeror shall ensure continuous and immediate access to its Contract Administrator for the purpose of receiving complaints from the using entities. Such access shall be by the manner described in the Offeror's proposal or as may subsequently be agreed to by the SOS.

For the period covered by the warranty, the Offeror must develop a complaint resolution tracking process that will be submitted for the SOS Project Manager's approval within 20 working days after the SOS has signed and returned the contract to the Offeror.

The Offeror must provide a weekly Summary Complaint Report to the Project Manager. The summary report must include:

- The name of the person issuing the complaint;
- The using entity represented by the person;
- Complaint type;
- Complaint resolution;
- Pending and unresolved complaints; and
- Other information specified by SOS.

The Offeror shall provide a monthly status report to the COAR on complaint resolution implementation progress.

ATTACHMENT FIVE: REQUIREMENTS FOR PROPOSALS

Introduction

The Ohio Secretary of State (SOS) has established certain requirements with respect to proposals to be submitted by Offerors.

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

Part I - Technical Proposal

Information to be Included in Response

This section of the Offeror’s Technical Proposal should address the following items as they relate to the requirements identified in **Attachment 3** of the RFP. **All Offerors must complete this section.** Be specific when responding – generalities found in marketing materials will not be sufficient. The responses to these items will weigh heavily in the determination of the product(s) chosen.

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

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

Phase I:

Phase I - Item 1

- 1) Title page;
- 2) Table of Contents;
- 3) Declaration of Confidential Sections (if any)**
- 4) Executive Summary.
 - In the first section of this summary, the Offeror shall condense and highlight the contents of the Technical Proposal.
 - In the second section, the Offeror must specifically state how it satisfies the minimum requirements listed in **Attachment 3** of this RFP.
 - In the third section, the Offeror shall include a statement of guarantee that it will constantly afford the State the lowest price for equipment and software that it charges to any non-Federal customer.
 - In the fourth section, the Offeror shall include a statement of capacity to comply with deployment requirements of this RFP.
 - In the fifth section, Offeror must provide statement affirming that no current or pending contract will restrict or modify the capacity of the Offeror to meet the provisions of this RFP.
 - And, in the sixth section, the Offeror must identify any and all exceptions taken to the requirements of this RFP, Contract or other attachments;
- 5) Offerors must propose and discuss in detail how their solution to the DRE and precinct count optical scan system elements meets the technical requirements listed in **Attachment 3**;
- 6) The proposal must include all necessary equipment, software, services, and support to any using entity as designated by SOS. All initial equipment ordered shall be newly manufactured, not reconditioned or refurbished in any way. The proposal must include microcomputers and printers with associated hardware, hardware connector cables, cabling, operating system software, software applications, training, and technical support that will provide for a fully functioning voting system for the using entity. The proposal must include an election management system flexible enough to allow the import/export of ballot information and voter registration information to and from a centralized statewide database, which will be undergoing changes in the coming years.

Phase I – Item 2 Offeror Experience and Capabilities

Companies shall have experience in supplying large deployments of voting equipment. Companies should provide evidence of references for supplying voting machines for multiple municipalities and/or counties. The Companies shall provide evidence that they can sufficiently supply voting equipment and support to any or all Ohio counties that requests their system.

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

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

1. An overview of experience providing Voting Systems and rendering services similar to those included in this RFP. This description shall include:
 - a) A summary of the Voting System and services offered;
 - b) The number of years the Offeror has provided the Voting System and services;
 - c) The number of clients and geographic locations the Offeror currently serves and may potentially serve as the result of a pending bid, with identification of the number of Units and scope of current or pending services;
 - d) If the Offeror does not have direct experience the Offeror must document its ability to fulfill the requirements of this RFP through the use of a subcontractor(s), whose experience with Voting Systems and related services shall be cited; and
 - e) Experience must include documenting actual elections and include the size and magnitude of those elections that the Offeror's system and services were used. Test elections do not meet the intent of this section.
2. An organization chart of the Offeror showing all major business units, and indicate which business units will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
3. References from customers who are capable of documenting:
 - a) The Offeror's ability to manage projects of comparable size and complexity;
 - b) The quality and breadth of Voting System and services provided by the Offeror; and
 - c) Each client reference to include the following information:
 - Name of client organization;
 - Name, title, and telephone number of point of contact for client organization;
 - Value, type, and duration of contract(s) supporting client organization;
 - The services provided (including the exact type of equipment), scope of the contract, geographic area being supported, size of jurisdiction by number of registered voters and number of polling places, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels); and
 - If the Offeror is no longer serving this client, provide an explanation as to why the Offeror is not providing those services to the client organization.
4. Answers to the following Offeror Capability Questions for the specific system being proposed:
 - a. How many voting systems has your company produced in the last year?
 - b. How many voting systems has your company sold in the last year?
 - How many were DRE systems?
 - How many were Optical Scan systems?
 - c. How many voting systems do you have in inventory?

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

Phase I – Item 3

Financial Capabilities and Insurance

The Offeror shall include the following:

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

Phase I – Item 4

Legal or De-Certification Actions Summary

The Offeror shall include the following:

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

Phase I – Item 5

Answer These Questions About Your Voting System

1. Identify each item of equipment, software and service you are proposing including model number, version and revision number of the software.
2. Are the models and versions identical to the model and version that were tested by the ITA?
3. Describe the particulars of your DRE Voting Unit:
 - a. Definition of screen sizes;
 - b. Definition of font sizes;
 - c. Definition of color options;
 - d. Weight of each individual device;
 - e. Weight of accompanying hardware;

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

31. In the instance of equipment malfunction is the voting unit capable of retaining a record of all votes cast prior to any malfunction? How are the ballots recaptured and included in the election results?
32. What testing has been conducted to determine the voting station's susceptibility to electro static interference? What were the results of these tests?
33. Is your company ISO 9000 Certified or is it in the process of being ISO Certified? If so, please provide a copy of that certification or details as to where you are in the process.
34. Are there any wireless capabilities to the system?

Phase II:

Phase II – Item 1

1. Offerors must propose and discuss in detail how their solution to the DRE Voting System elements meets the requirements listed in **Attachment 3**.
 2. Offeror must provide a detailed draft narrative work plan including deployment of Voting Systems and required training.
 3. The proposed voting system must include the Offeror's plan for continuous and uniform statewide hardware and software upgrades, as available to the proposed voting system, both during and after the Contract period. There should also be an analysis of projected future technological and other elections related issues and a discussion of the adaptability of the Offerors proposed equipment and software.
 4. Offerors must propose their plan for testing and acceptance of voting system equipment, per the Project's delivery requirements, and the tracking of which equipment is under warranty versus equipment covered by post warranty maintenance.
 5. The plan to track future prices charged to other non-Federal customers of the Offeror so as to assure that, as required by the RFP, the State will pay no more for equipment or software in the future than the lowest price paid to these other customers.
 6. The Offeror must provide a statement of the life expectancy of each piece of hardware and software beyond the potential contract term.
 7. The Offeror must describe its personnel capabilities, addressing the number and qualifications of personnel and providing their resumes. Key personnel are those with overall responsibility for:
 - a) Contract management
 - b) Technical training
 - c) Technical support
2. The Offeror must describe how they will ensure that the proposed system they are proposing will meet re-certification in the event of future updates and/or changes to standards by FEC and/or NASED.

Phase II – Item 2

WBS and Deployment Schedule

Attach a Work Breakdown Structure (WBS) developed in Microsoft Project which summarizes all project related tasks, durations, required resources and hours required (whether state or Offeror) to meet the terms of this RFP.

Phase II – Item 3

Election Official Training

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

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

Phase II – Item 4

Workflow

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

Phase II – Item 5

On-Site Support

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

- Pre-election programming and ballot set-up;
- Pre-election logic and accuracy testing;
- Election day support during the full hours of operation;
- Post election testing and reporting

Phase II – Item 6

Education and Outreach

Provide any available or proposed materials for educating the voting public, the media, candidates, voters and all interested parties on the operation of the new Voting System that the SOS might incorporate into its education and outreach program.

Phase II – Item 7

Transmission of Election Results

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

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

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

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

Phase II – Item 8

Economic Benefit Factors

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

Phase II – Item 9

Subcontractors

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

Phase II – Item 10

Submission of Equipment for Testing

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

Phase II – Item 11

Delivery Location and Time

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

Phase II – Item 12

Escrow Agreement for Voting Systems Software Source Code

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

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

Phase II – Item 13

Open Architecture

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

Phase II – Item 14

Accompanying Documentation

The Vendor shall provide the following documentation:

- System operator’s manual;
- Environmental requirements for storage, transportation, and operation, including temperature range, humidity range and electrical supply requirements;
- User manuals detailing system functionality;
- Although it is not necessary for ITA tests to be conducted prior to filing an application for certification or provisional certification, all ITA qualification testing completed or in process at the time of application must be identified;

- Copy of a letter from the Vendor, to each ITA, that,
 1. Directs the ITA to send a copy of the completed ITA qualification report to the State,
 2. Authorizes the ITA to discuss their procedures and findings with the State, and
 3. Authorizes the ITA to allow the State to review all records of any qualification testing conducted on the voting system or its components;

Phase II – Item 15

Warranty Specifications

The Offeror's Technical Proposal must include a plan for meeting the State's warranty requirements.

Part II – Cost Proposal (Phase III)

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor must submit the proposal and above prescribed duplicates. The Cost Proposal must contain all cost information in the format specified in **Attachment 7**. Complete the cost sheets only as provided in the Price Proposal Instructions. The cost of the proposed Voting System should not include the installation of any building network wiring.

Cost Proposal

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

ATTACHMENT SIX: GENERAL TERMS AND CONDITIONS

RFP Amendments

The SOS reserves the right to amend the RFP prior to the date of proposal submission. Addenda will be posted to the Internet, see **Attachment 1**, Schedule of Events for the Internet address.

Proposal Withdrawal

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

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

Period of Performance

Any contract awarded hereunder shall commence on August 01, 2003 or date of award if later, and shall remain in effect through January 1, 2006 unless sooner terminated under the provisions of this contract.

Contract Administration Data

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

Cost for Preparing Proposals

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

Conflict of Interest

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

Confidentiality Requirements

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

Minority Business Policy

It is the policy of the State of Ohio that minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. The Secretary of State encourages diversity through the use of minority business enterprises. The Offeror(s) shall provide information detailing any minority business involvement. Please describe any plans the Offeror(s) has to include minority business enterprises in the implementation of your proposal.

Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the State that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract.

Financial Information

The State of Ohio is concerned about Offeror's financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform the requirements outlined in this RFP. While detailed financial data is generally proprietary and Offerors do not wish such information to be part of the public record under the Ohio Open Records Act, the SOS

reserves the right to perform additional due diligence in this area, at the sole discretion of the SOS, prior to award of any contract.

Delivery Compliance

The Offeror shall comply with the required delivery/performance schedule. If not able to comply, the Offeror shall pay to the State of Ohio, liquidated damages, for each calendar day of delay, a sum equal to .25% of the contract amount.

Submission of References

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

Organizational and Operational Controls

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

Performance Bonds

The successful Offeror must submit a Performance Bond, or cashier's check. The amount of the performance bond must be equal to at least two (2) and one-half times the total amount of the Contract and must remain in place through the term of the contract. The cost of this bond, or cashier's check, is to be included in the total prices proposed and will not be recoverable as a separate cost item. The Performance Bond or cashier's check shall be delivered to the State, by the successful Offeror within five (5) working days after being notified of the proposed contract award.

Intellectual Property Rights

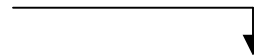
Any software or other product(s) originally created by a Contractor in performance of this Contract (including any product created through the use of a tool owned by Contractor) shall be deemed to be "work made for hire" and the State of Ohio shall have all ownership rights and interest in such product(s).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

ATTACHMENT SEVEN: COST PROPOSAL FORMS

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

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

Please Enter Values in Right-Hand Column



<p>Total Firm Fixed Contract Value for ALL requirements including G & A 1</p> <p>NOTE: This is the figure that will be used in the evaluation.</p>	
---	--

Price Breakdown

Unit Price for DRE 2	
Unit Price for precinct count optical scan 2	
Initial Year Unit Price for ABS 2	
Initial Year Unit Price for training 3	
Total Contract Pricing	

Maintenance cost will not be included in Firm Fixed Contract Value

Maintenance Prices: Optional Year One

Annual Maintenance price per DRE unit after the warranty has expired	
Annual Maintenance price per precinct count optical scan unit after the warranty has expired	
Annual Maintenance price per ABS after the warranty has expired	
Total Maintenance Cost:	

Maintenance Prices: Optional Year Two

Annual Maintenance price per DRE unit after the warranty has expired	
Annual Maintenance price per precinct count optical scan unit after the warranty has expired	
Annual Maintenance price per ABS after the warranty has expired	
Total Maintenance Cost:	

Maintenance Prices: Optional Year Three

Annual Maintenance price per DRE unit after the warranty has expired	
Annual Maintenance price per precinct count optical scan unit after the warranty has expired	
Annual Maintenance price per ABS after the warranty has expired	
Total Maintenance Cost:	

Maintenance Prices: Optional Year Four

Annual Maintenance price per DRE unit after the warranty has expired	
Annual Maintenance price per precinct count optical scan unit after the warranty has expired	
Annual Maintenance price per ABS after the warranty has expired	
Total Maintenance Cost:	

Maintenance Prices: Optional Year Five

Annual Maintenance price per DRE unit after the warranty has expired	
Annual Maintenance price per precinct count optical scan unit after the warranty has expired	
Annual Maintenance price per ABS after the warranty has expired	
Total Maintenance Cost:	

NOTES:

1. G & A: All General and Administrative Costs, Profits, Travel, per diem and ALL costs associated with this contract.
2. This unit price must include all delivery costs, hardware, software, licenses, back-up system, election management equipment, software and licenses, and any related hardware and software, with a full warranty.
3. This unit price must include all costs associated with training.

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

ATTACHMENT EIGHT: PERFORMANCE BOND

Principal	Business Address of Principal
<hr/>	
Surety	Obligee
A corporation of the State of and authorized to do business in the State of Ohio	STATE OF OHIO By and through the following Administration.....
<hr/>	
Penal Sum of Bond (express in words and figures)	Date of Contract20.....
<hr/> Description of Contract	Date Bond Executed20.....
<hr/>	
Contract Number:	

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

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

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

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

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

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining

contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

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

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

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

In Presence of: Individual Principal

Witness.....as to(SEAL)

In Presence of: Co-Partnership Principal

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

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

.....as to(SEAL)

.....as to(SEAL)

Corporate Principal

Attest:
(Name of Corporation)

.....as to
Corporate Secretary

By:.....
President

AFFIX
CORPORATE
SEAL

Attest.....(SEAL)
Signature

.....
(Surety)

AFFIX
CORPORATE
SEAL

Title:.....

Bonding Agent's Name:.....

(Business Address of Surety)

Agent's Address.....

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

ATTACHMENT NINE: PERFORMANCE INFORMATION REQUEST

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

Name of contracting activity

Contract Number

Contract type

Contract dollar value

Brief description of contract work

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

ATTACHMENT TEN: ESTIMATED MILESTONE TIMELINES

<i>Date</i>	<i>Implementation Process</i>
March 18, 2003	State Plan Advisory Committee named, public input process defined.
April 3-4, 2003	State Plan Advisory Committee conducts public hearings.
April 17, 2003	State Plan Advisory Committee reconvenes to review draft State Plan.
April 9, 2003	RFP for statewide voter registration system.
May 1, 2003	RFP for system vendors. State Plan finalized and published for 30-day review.
May 7, 2003	Competitive bids due for voter registration system.
June 2, 2003	Secretary of State awards bids for voter registration system. Competitive bids due for election system.
June 10, 2003	State Plan submitted to federal Elections Assistance Commission for publication in the Federal Register.
August 1, 2003	Secretary of State awards bids for election systems. County boards of elections notified of eligible system vendors.
September 1, 2003	County boards of elections must notify Secretary of State which vendor they have chosen for election system improvements.
December 1, 2003	Statewide voter registration system installed and fully operational.
February 2, 2004	Replacement of punch-card and lever-machine complete.
March 2, 2004	Primary Election. (Ohio General Assembly considering change of Primary to May, 2004.)
November 2, 2004	General Election.

ATTACHMENT ELEVEN: PROPOSAL LETTER

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

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

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

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

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

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Ohio Revised Code Sections 102.03, 102.04 and Division (I) or (J) of Ohio Revised Code Section 3517.13 have not been violated and will not be violated in any respect.

Authorized Signature _____

Date _____

Print/Type Name _____

Print/Type Company Name _____

ATTACHMENT TWELVE: COUNTY INFORMATION
As of March 2003

County Name	Number of Precincts	Total Registered Voters
Adams	35	15,583
Allen	139	64,636
Ashland	65	31,895
Ashtabula	127	58,332
Athens	69	40,214
Auglaize	43	29,851
Belmont	84	42,862
Brown	55	25,676
Butler	289	204,210
Carroll	26	18,876
Champaign	53	27,049
Clark	112	83,719
Clermont	191	106,722
Clinton	32	23,724
Columbiana	103	73,693
Coshocton	43	20,564
Crawford	67	29,193
Cuyahoga	1,456	860,522
Darke	53	36,289
Defiance	46	24,840
Delaware	122	87,627
Erie	101	51,726
Fairfield	117	76,810
Fayette	38	13,753
Franklin	788	712,927
Fulton	36	26,909
Gallia	36	21,580
Geauga	96	57,507
Greene	142	94,618
Guernsey	71	24,865
Hamilton	1,025	523,787
Hancock	62	44,877
Hardin	38	17,811
Harrison	24	10,923
Henry	33	18,620
Highland	46	25,329
Hocking	32	16,972
Holmes	27	16,616
Huron	69	35,416
Jackson	40	23,250
Jefferson	91	53,011
Knox	53	31,862
Lake	217	150,878

County Name	Number of Precincts	Total Registered Voters
Lawrence	84	38,844
Licking	126	98,685
Logan	52	28,910
Lorain	239	167,119
Lucas	525	278,932
Madison	44	23,381
Mahoning	312	182,426
Marion	84	39,724
Medina	145	102,105
Meigs	27	14,856
Mercer	40	27,304
Miami	82	67,437
Monroe	29	9,868
Montgomery	593	336,464
Morgan	22	8,582
Morrow	36	21,455
Muskingum	85	48,335
Noble	27	8,232
Ottawa	78	27,091
Paulding	30	13,453
Perry	46	20,836
Pickaway	53	27,713
Pike	24	20,328
Portage	129	94,975
Preble	46	26,285
Putnam	51	24,330
Richland	133	83,740
Ross	76	37,777
Sandusky	73	39,941
Scioto	107	44,237
Seneca	73	34,160
Shelby	45	29,021
Stark	364	245,556
Summit	507	336,056
Trumbull	274	133,361
Tuscarawas	81	54,056
Union	47	26,118
VanWert	39	19,666
Vinton	20	7,827
Warren	151	104,799
Washington	81	37,869
Wayne	97	60,485
Williams	44	24,785
Wood	105	77,595
Wyandot	40	14,796
Total	11,758	7,125,639

ATTACHMENT THIRTEEN: W-9 Form

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



REQUEST FOR PROPOSAL TRAILER

This page is the last page of information for this competitive document. If you receive this trailer page, all information has been received.