



State of West Virginia

Request for Quotation SOS09E01
E Poll Book Application

TECHNICAL PROPOSAL

January 22, 2010



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STATE OF WEST VIRGINIA

REQUEST FOR QUOTATION, RFQ SOS09E01
E POLL BOOK APPLICATION



**E Poll Book Application
Request for Quotation SOS09E01**

**Hart InterCivic, Inc.
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Austin, Texas 78728
512.252.6400**

Authorized Contact: Phillip W. Braithwaite

Date: January 20, 2010

Signed: _____

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Phillip W. Braithwaite".



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Section I – Executive Summary

- a. Briefly summarize the Vendor's understanding of the Agency's requirements*
- b. Provide a short synopsis of how the Vendor's proposal meets or exceeds the Agency's requirements*
- c. A state of Compliance with all mandatory requirements.*

Hart InterCivic Response

Hart InterCivic understands that the State of West Virginia seeks a secure, easy-to-use and cost-effective electronic poll book (EPB) application to replace the manual, paper poll book solution currently used across the state. The EPB application must provide bi-directional integration with the existing statewide voter registration system (ElectionNet), a robust user experience that enables poll workers to quickly and accurately verify voters, and data management and reporting capabilities that comply with state laws.

West Virginia recognizes that EPB technology, if properly implemented, will benefit all stakeholders – election officials, poll workers and voters – by streamlining voter check-in and verification processes, minimizing voter frustration, and by improving the overall quality and value of voter registration data.

Hart understands the objective of this Request for Quotation is for West Virginia to select a uniform EPB vendor and application that counties may choose to adopt for early voting and/or Election Day use.

Hart's Solution for West Virginia

The Hart electronic poll book solution incorporates proven software and professional services to ensure successful implementation and ongoing use in West Virginia. The proposed solution consists of:

Hart ePollBook™

- Proven electronic poll book application developed in partnership with Scytl Secure Electronic Voting
- Java-based application, designed to be deployed on commodity hardware (including touch screens)
- Enterprise ready – employs open standards for seamless integration with voter registration systems
- Intuitive interface supports multiple look-up methods (e.g. barcode scan, card reader, user search)



- Support signature capture/comparison, precinct directions and authorized voter record changes
- Guides poll workers through check-in and exception handling steps via customizable instructions
- Secure, reliable, real-time synchronization between poll books within and across polling locations
- Encrypted application data and communication; detailed audit tracking and event logging
- Printed voter slip and “air gap” approach ensures interoperability with any voting system
- Enables “anywhere voting” including Early Voting, Vote Centers and Election Day

Hart ElectionReady™ Services

- Certified and experienced project managers, consultants, trainers and support representatives
- Multiple employees have achieved The Election Center’s CERA and CERV designations
- Proven implementation methodology, training curriculum and product documentation
- Superior instructor-led training delivery (on-site, online)
- In-person Early Voting and Election Day support
- Help desk support (phone, email, online, FAX)

Electronic Poll Book Success for West Virginia

Equally important to the proposed products and services is the company that offers and stands behind them. Although Hart is new to West Virginia, the company has served the election needs of state and local governments for nearly a century. Hart is proud to have built a well-known industry reputation for trust and integrity, and we remain steadfast in our commitment to open and ethical business practices.

- Leading national provider of electronic and paper-based voting systems
- Founded 1912, 100% management-owned, profitable and financially strong



- Serve nearly 20 million registered voters in 13 states and 350+ jurisdictions
- Serve 2 of the 4 largest US counties (Orange County, CA/Harris County, TX)
- EMS, precinct count, central count, by-mail and electronic poll book solutions
- Introduced award-winning and only calibration-free DRE (eSlate) in 2002
- Introduced first federally certified digital ballot scanner (eScan) in 2005

Statement of Compliance

The Hart Electronic Poll Book solution, as proposed, complies with all mandatory requirements as documented in West Virginia's RFQ SOS09E01 (printed 12/28/09) and Addendum 1 (printed 01/04/10).



Section II – Functional Specifications

Complete description of the services to be provided for each RFP specification in Part 3 of this RFP, regardless of their denotation as Mandatory or Desirable. (Vendors must number their responses in accordance with the RFP format).

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES.

3.1 General Requirements:

The primary requirements of the Vendor is to provide a secure, efficient, effective, and user-friendly solution for replacing printed paper poll books at precincts to track voter registration, ballot stubs, precinct locations and replace the manual voter history process by integrating registration details at the polls.

The vision of the project is to provide a single application for counties within West Virginia who wish to participate in the project.

3.2 Scope of Work:

Hart InterCivic Response

The Hart ePollBook solution proposed is composed of two separate software components: the Hart ePollBook, which provides precincts with all the resources necessary to efficiently process voters during the election which includes a poll worker Knowledge System, unique to this solution; and the Hart ePollBook Manager that provides each County with the means to manage the Hart ePollBooks themselves.

Both components have been developed entirely in Java and therefore can run on a wide range of devices, and across various operating systems, such as Windows and Linux. This will allow the Counties to make the most of hardware already at their disposal and benefit from using devices with operating systems that have no license fees attached to them.

A description of the features offered by the Hart ePollBook and Hart ePollBook manager can be found below.

Hart ePollBook Manager

The Hart ePollBook Manager acts as the bridge between the State Voter Registration System and the Hart ePollBooks running at the precincts. It provides the County Clerk with the means of importing voter registration data and generating the election configuration files, and then consolidating updated voter data and exporting it back to the Voter Registration System again.

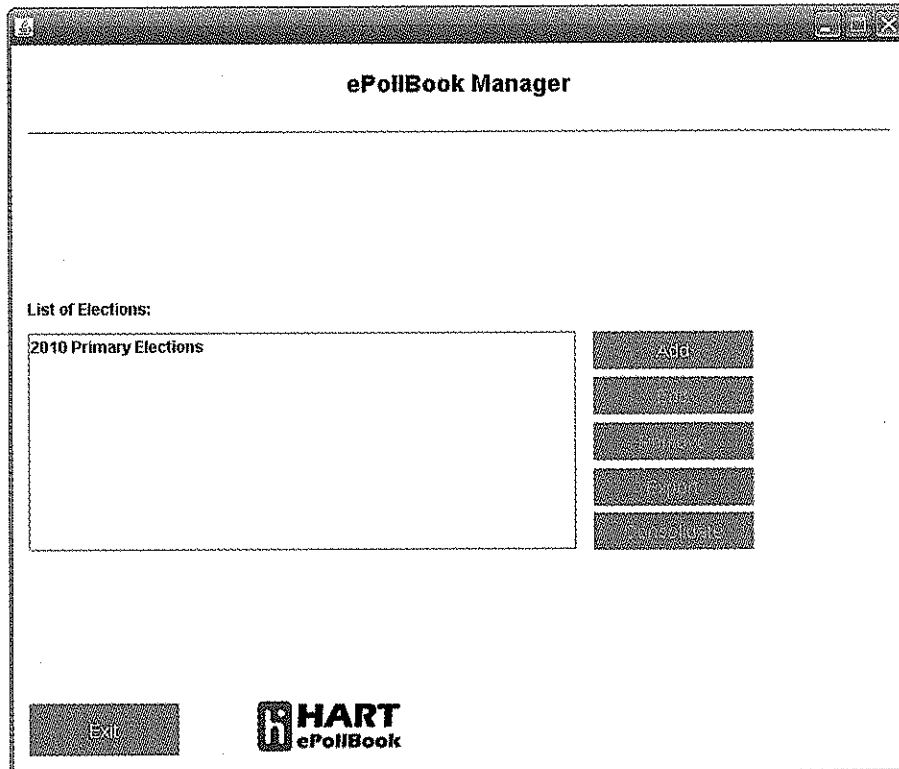


Figure 1. Hart ePollBook Manager

Creation of Election Configuration Files

In order to create the election configuration files required for loading and running the Hart ePollBooks, a simple wizard has been put in place. This wizard consists of four straightforward steps that are extremely easy to follow, so even users with very basic computer skills will be proficient.

These steps are as follows:

Step 1

This first step asks the County Clerk to provide the election name, date and type. The voter processing logic of the Hart ePollBooks will vary automatically depending on the type of election selected.



ePollBook Manager

Step 1. Election Data

Election Name:

Election Date:

Election Type:

- General
- Primary
- Primary Runoff




Figure 2. Election Data

Step 2

The second step requires the County Clerk to upload the voter registration data for the election. Since the Hart ePollBook Manager will be integrated with the State's Voter Registration System, this file can be automatically uploaded without the need of adapting the format. Once the County Clerk has selected a file, the voter registration data will be verified and used to populate the election configuration.

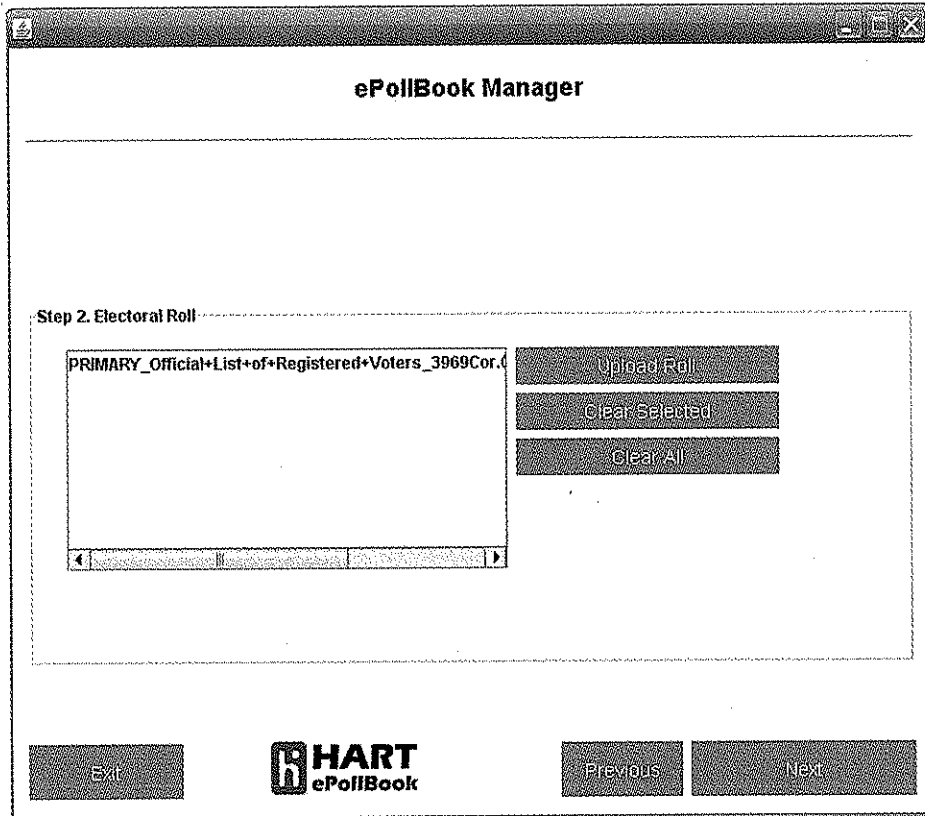


Figure 3. Electoral Roll

Step 3

The third step prompts the County Clerk for the knowledge support file that will be used to provide help and detailed instructions to poll workers during the election. The knowledge support file, which can be modified to each election type (e.g. Primary, General), is a tool that helps poll workers quickly assist “special situation” voters and reduces the number of inbound queries to the Clerk’s Office during the course of the election.

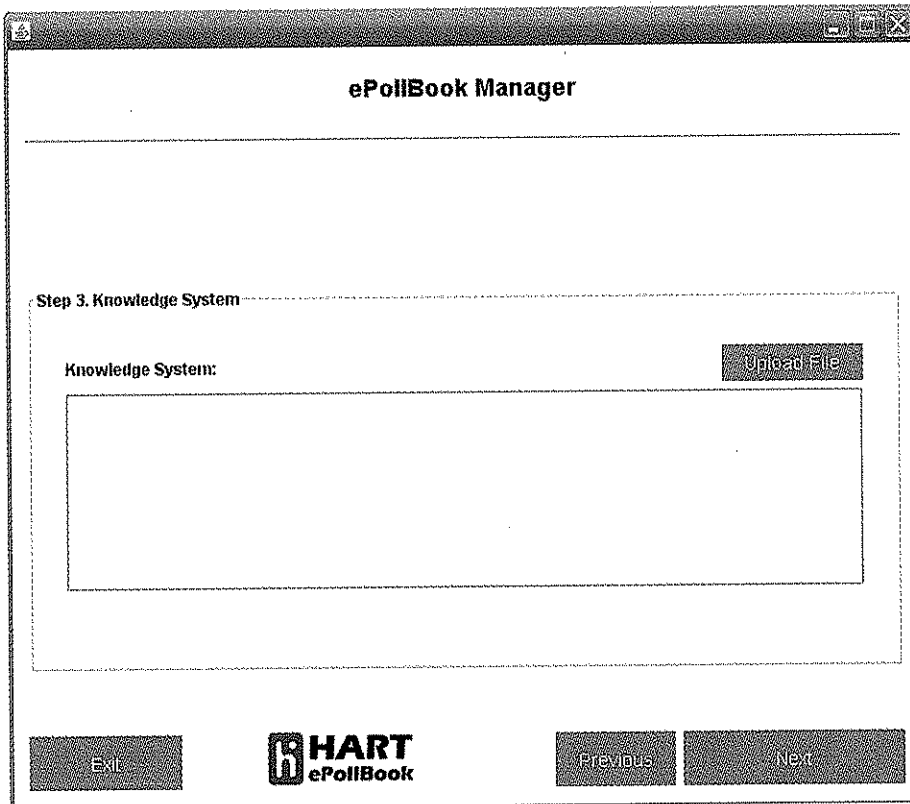


Figure 4. Knowledge System

Step 4

The last step requires the election key to be set and confirmed. This key will be used to symmetrically encrypt the election configuration files before export. In addition, this election key will also be used to access the restricted areas of the Hart ePollBook during the election. This key must be sent to the precinct election judges, so they can load and configure the Hart ePollBooks.



ePollBook Manager

Step 5. Election Password

Password:

Repeat Password:

EXIT **HART** ePollBook PREVIOUS NEXT

Figure 5. Election Password

Export of Election Configuration Files

Once the election configuration files have been created, the County Clerk can export them and store them on removable storage devices ready to be sent to the precincts. Before the export process starts, the election mode must be selected for which there are two options: Early Voting or Election Day. Once a mode has been selected, the configuration files will be automatically encrypted and stored at the location of the County Clerk's choice. The key used to encrypt the data is set during step 4 of the election wizard explained above.

Consolidation of updated voter data

After the polls have closed, the updated voter data on the Hart ePollBooks running at the precincts are encrypted and exported onto the removable storage devices. These removable storage devices are then transported back to the County Election Headquarters.

Once at the County Election Headquarters, the removable storage devices must be connected to the computer where the Hart ePollBook Manager is running. The County Clerk must then consolidate the data from the



consolidation screen, shown below, by pressing the button with the same name. This will start the decryption and import of the updated voter data. This process must be carried out for all the County's precincts.

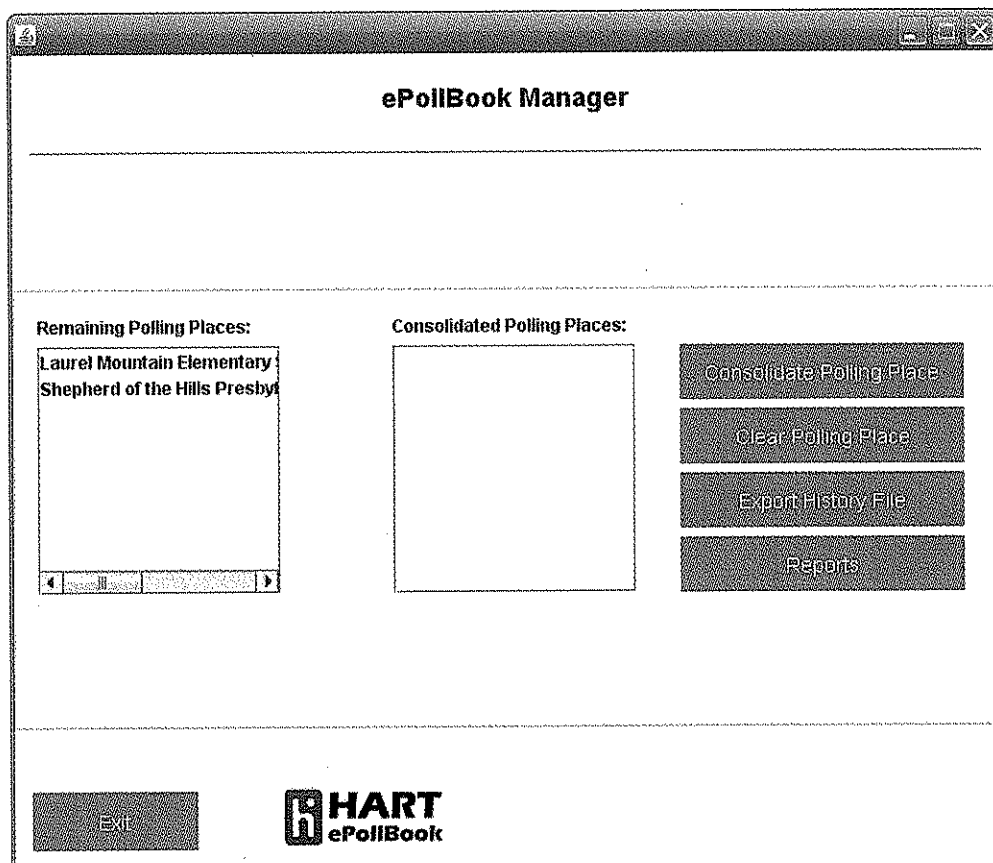


Figure 6. Election Consolidation

From the screen above, the County Clerk can also export a Voter Registration System compatible voter history file, which can then be automatically uploaded without the need to manually adapt the file beforehand. Additionally, detailed reports are also available for the entire County. These reports can be viewed on screen, printed or saved in an electronic format.

Transition from Early Voting to Election Day

The Hart ePollBook Manager can manage the transition from Early Voting to Election Day without the need to go through the State's Voter Registration System again. In order to use the updated voter data collected by the Hart ePollBooks for Election Day, the County Clerk simply needs to consolidate all the data after Early Voting has finished and export the configuration again. This feature has significant benefits for Counties since they can quickly turn around the new election configuration files for Election Day without the hassles of importing and exporting data from the Voter Registration System.



Hart ePollBook

The Hart ePollBook software allows poll workers to efficiently process voters during an election, by speeding up the identification, clearly stating special situations that need to be handled and providing help to resolve complicated issues.

In order to support the needs of large polling places, as well as Early Voting, Hart ePollBooks do not solely run as standalone devices, but can be clustered so that as many precincts as required can have simultaneous access to the most recent voter data.

Clustered Hart ePollBooks can be securely connected over a local network set up at large polling places or, in the case of Early Voting, over the Internet so that all County polling places can be connected to each other (by creating an SSL-based virtual private network between the devices).

Additionally, the use of removable storage devices (e.g. USB thumb drives, flash memory units) are required to upload the configuration files provided by the Hart ePollBook Manager. These removable storage devices are used to maintain redundant copies of the system database at all times so that if the device running the Hart ePollBook fails, the data can be recovered on a new device without the loss of any information.

After the election, the removable storage devices will be used to transport the data back to the Hart ePollBook Manager.

No matter whether the Hart ePollBook is running as a standalone device or as a cluster, the same functionality is offered to the poll workers throughout the election.

These capabilities are described below.

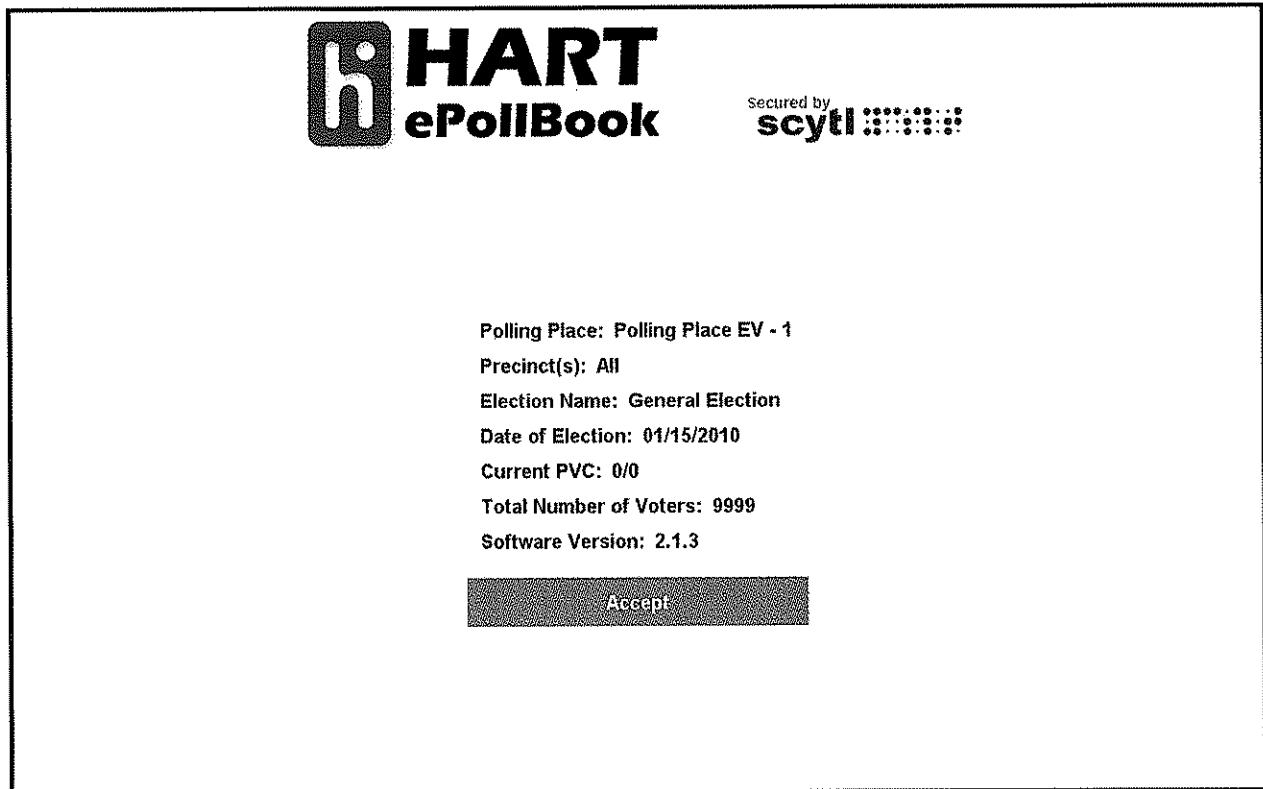


Figure 7. Status Screen

When the Hart ePollBook is started, a status screen is shown highlighting relevant data, such as the number of posted voters, the precinct name, etc. If a configuration has not been loaded, this screen will show no data.

From the Status screen, the user is taken to the Start menu. This menu provides two options for routing to different areas:

- **Administrator:** This is a restricted area that requires the use of the election key to obtain access. From here, the election judge can manage the local settings of the Hart ePollBook.
- **Poll worker:** This area can only be accessed once the election has been opened, and it contains all the capabilities required to process voters.

Administrator

The administrator area, seen below, provides various options to the election judge that allows him/her to manage the precinct's voter processing during an election. These options are:

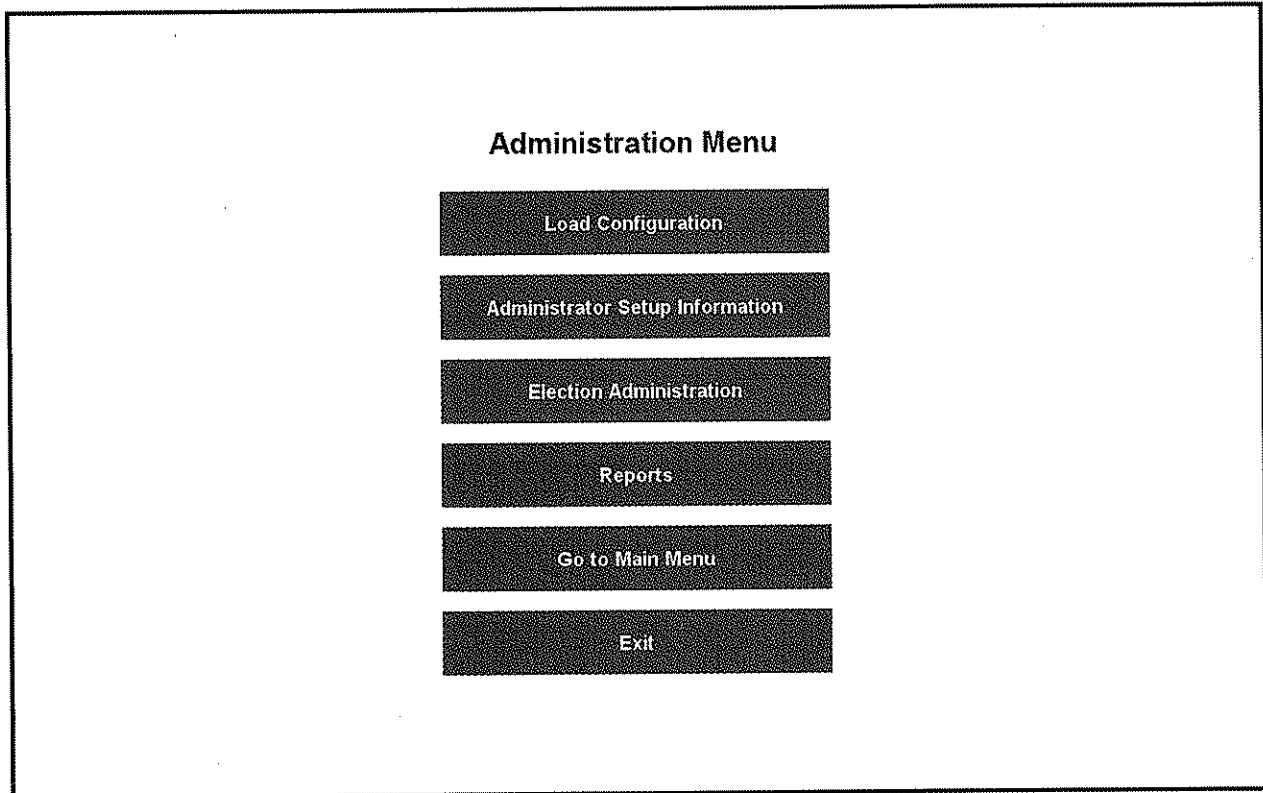


Figure 8. Administration Menu

- **Load Configuration.** This option allows the election judge to load the configuration from the removable storage device. In order to decrypt the configuration, the election key must be entered. The entire decryption and load process is automated and requires no action from the user. Once the configuration has been loaded, the election judge must select his/her precinct to end the process.
- **Administrator Setup Information,** contains the local configuration options that can be configured by the election judge. These are:
 - **Printing Options.** Allows configuring the number of poll slips automatically printed when a voter is posted.
 - **Precinct Configuration.** Allows changing the name of the precinct where the Hart ePollBook is running.
- **Election Administration** provides the election judge with the options that allow him/her to manage the election at precinct level. These are:
 - **Open Election.** Allows the election judge to open the election. Once the election is open, the poll worker area will become accessible.



- **Close Election.** After the polls have closed, this option will allow the election judge to close the election and, as a result, prevent any further access to the poll worker area.
- **Export.** Once the election is closed, this option will be activated. From here, the election judge can export the updated voter data which is encrypted and stored on the removable storage device for transport back to the County Election Headquarters where the Hart ePollBook Manager is installed.
- **Reports.** This option allows the election judge to access the local precinct reports. These reports can be printed, viewed on screen or stored in an electronic format.

Poll worker

The poll worker area first shows the search page. The simple interface with large type is easy to use and easy to read for poll workers. From here, the poll worker can search for a voter using one of the following methods:

- Completing the search fields with the voter details.
- Scanning a voter card or Driver License, the Hart ePollBook supports barcode scanners that can be used to scan both voter cards and/or driver licenses.
- Swiping a Driver License. In the case that the barcode on the State's driving license does not provide enough information, a magnetic card reader can be used to extract further details.



- **Notify Changes.** From here the poll worker can notify name and address changes to the County Clerk.
- **Help.** Displays the knowledge support system that allows poll workers to easily navigate through the State's "What if" list; with only a few clicks, poll workers can make real-time, accurate decisions regarding a voter, thus improving the voter's voting experience and minimizing inbound queries to the Clerk's office.

This knowledge system can run in parallel with voter look-up functions on the Hart ePollBook: prevents having to look at paper lists, separate systems, or calling the elections department.

Additionally, it is also possible to print forms from the knowledge system, so they can be used to process voters, such as Provisional Ballot forms, Voter Challenge forms, etc.

After the poll worker has reviewed and handled the information above, the voter can either be posted or allowed to cast a provisional ballot. In both cases, the voter will be asked to provide an electronic signature.

The Hart ePollBook is capable of capturing signatures for side-by-side comparison with signatures exported from the SVRS. Depending on the hardware device used, the voter will enter their signature which will appear on the poll worker's screen next to the embedded signature from the SVRS for comparison.

Once the signature has been verified and accepted by the poll worker, the corresponding poll slips are automatically printed and the voter's status is updated accordingly. In the case of a posted voter the Posted Voter Count will also be increased by one.



Detailed specifications include:

3.2.1 *General*

3.2.1a *Company background information*

The vendor must provide a D&B specifying details of their company, including financial holdings, existing customers, and contact names and numbers of at least three references for projects of a similar scope and size.

Hart InterCivic Response

Hart InterCivic is a profitable company with a solid history of revenue growth and performance. The company is incorporated in the State of Texas with its headquarters in Austin, Texas. Hart InterCivic maintains a \$5 million line of credit with Silicon Valley Bank.

Hart InterCivic's Dun & Bradstreet number is 01-129-5821. As a privately held company, Hart InterCivic does not typically submit information to Dun & Bradstreet. Consequently, much of their information is incomplete and may not be accurate. We would be happy to provide specific supplier references as needed.

Hart InterCivic brings an impressive record of successful service to local government. We have provided election products and services to hundreds of counties and thousands of local governments nationwide. Hart's solid reputation for customer satisfaction and business integrity has been built through quality service to state, county, and local government. Hart has almost 100 years of elections experience, including providing ballot printing and elections system sales and support to a large network of counties across the nation.

Hart InterCivic offers:

- Suite of election management and voting system solutions covering electronic and paper-based voting
- Experience managing large and small county implementations and program operations
- Recognized reputation in business ethics
- Detailed, fully documented training curricula
- Extensive, award-winning public education and outreach programs
- Experience in warehouse operations and workflow
- Awards for accessibility and support of voters with disabilities
- Ongoing research and development to meet the needs of the elections industry



Hart entered the elections industry in 1912 printing ballots for Texas counties and has grown to provide a complete range of elections products and services to more than 350 jurisdictions in 13 states serving nearly 20 million registered voters.

The eSlate voting device was introduced and first used in elections in the May 2000. Hart's direct involvement with sales and support of voting systems, however, covers approximately 20 years. Prior to introducing the Hart Voting System, Hart was a reseller and provided turnkey support for an optical scan voting system on behalf of another vendor.

We have also worked with every type of election system and have provided counties with electronic poll book applications, ballot printing, technical support, election supply management and kitting, and the publishing of state election law books.

Hart ePollbook References include:

Randall County, Texas

Renee Calhoun, County Clerk
2309 Russell Long Blvd, Ste 101
Canyon, TX 79015
806.468.5508
rcalhoun@randallcounty.org

Hunt County, Texas

Almina Cook, Elections Administrator
2217 A Washington Street
Greenville, Texas 75401
903.454.5467
mcook@huntcounty.net

Montgomery County, Virginia

Randy Wertz, General Registrar
755 Roanoke Street, Suite 1F
Christianburg, Virginia 24073
540.382.5741
wertzer@montgomerycountyva.gov



Hart InterCivic has licensed core electronic poll book technology from Scytl Secure Electronic Voting S.A. as a part of a partnership between the two companies. Scytl is a software company specializing in the development of secure electronic voting solutions. These solutions incorporate unique cryptographic protocols that enable all types of electronic voting processes or citizen participation projects in a completely secure and auditable manner.

One of Scytl's main strengths is its unique technology, which derives from over fifteen years of pioneering R&D and is protected by a portfolio of international patents. The groundbreaking e-voting cryptographic protocols developed by Scytl provide e-voting with the highest levels of security, in terms of anonymity, ballot box integrity, and voter-verifiability. Around this core security technology, Scytl has developed Pnyx, a family of electoral modernization solutions that address all the segments within the electoral market, from electronic poll book software, to tallying and consolidation of election results. This innovative technology has received numerous international awards, including the prestigious ICT Prize granted by the European Commission in 2005, the RedHerring 100 granted by RedHerring magazine, the Global Innovator granted by Guideware Group, or the European Venture Contest 2007 granted by a jury of seventeen international VC funds.

Scytl has customers both in the public and private sectors. The former are local, state (regional) and federal governments which license Scytl's electoral products to carry out their elections, referenda, or citizen consultations by electronic means. The latter are large corporations and organizations that choose Scytl's technology to carry out by electronic means electoral/consultation processes such as labor union elections or shareholders' meetings. Some of these customers represent leading references in the electronic voting industry (e.g., governments in Austria, France, United State, Switzerland, Norway, Finland, United Kingdom, Spain, Argentina, Philippines and Australia that are pioneering new electronic voting applications). Scytl's products have already been successfully used in multiple elections worldwide, some of which represent breakthrough projects for the electronics voting industry.

3.2.1.b Use of industry standard management and development tools

The vendor must describe what tools they specifically use and for what purposes.

Hart InterCivic Response

Industry standard best practices are followed during the software implementation process. These practices include:



- Use of a documented, agile-based, iterative software development lifecycle
- Code standards compliance verified by automated tools such as CheckStyle
- Code documentation verified by automated tools such as CheckStyle
- Static common bug patterns detection using FindBugs
- Unit tests with code coverage analysis using Cobertura
- Continuous testing and integration by means of nightly builds using Maven and Hudson

In addition to Unit Testing, the developed software is passed through functional and stress tests before the final User Acceptance tests. Several Software Quality Assurance Engineers are in charge of ensuring that the previous measures are fulfilled, promoting new methodologies and assessing the overall quality in the software development process.

The software development process used for the Hart ePollBook is ISO9001:2000 Certified (under the guidelines of ISO IEC 900003 for software development).

Project Management and Support information may be found in Section 6 of this response.

3.2.1.c Meets EAC and NIST guidelines as developed and specified

Both the EAC and NIST are discussing and reviewing their role in the use of ePollBooks. The Vendor must describe how they plan to address the impact of any of their requirements on their current application.

Hart InterCivic Response

The Hart ePollBook was designed from the very beginning with security and flexibility in mind. Currently, the application implements various levels of transmission and storage security, strong auditing and an “air gap” between the ePollBook and the voting system, as explained in requirements 3.2.4a, 3.2.4b and 3.2.4c.

These design and implementation decisions have taken into account NIST’s Voluntary Voting System Guidelines 2.0 recommendations to the Election Assistance Commission.

If NIST publishes additional recommendations, or should the EAC choose to incorporate and adopt electronic poll book standards in the next or future version of the Voluntary Voting System Guidelines, we are confident the Hart ePollBook framework is flexible enough to allow the application to be updated to comply with the new standards.



3.2.2 *Voter Registration Functions*

3.2.2a *Ability to import, populate and store VR data*

The Vendor must describe in detail their ability to import, populate and store voter registration data. This information is to include functionality and format specification(s), and any additional licensing required for full-use of their application.

Hart InterCivic Response

The Hart ePollBook Manager has been specifically designed to provide a bridge between Voter Registration Systems and the Hart ePollBook. This software application will allow County personnel to automatically and seamlessly import voter data exported from their voter registration system.

A wide range of formats are supported including XML, CSV, TXT and other comma-delimited formats. The ePollBook Manager is currently able to populate and store data required to correctly manage Absentee, Early Voting and Election Day processes. However, the State must provide import/export format specifications so that mapping to the Hart ePollBook presentation layer and database can be established.

After the election, the Hart ePollBook Manager securely consolidates all updated voter data from the County's polling places, using external storage devices, and allows the generation of detailed reports, along with the export of updated voter data in a format which is compatible with the State's Voter Registration System.

3.2.2b *Ability to present appropriate all ballot style identifiers*

Each county in West Virginia may have as many as 35 ballot styles per election. These may vary per election cycle. For the sake of accuracy, the application must present to the poll clerk the ballot identifier for each registered voter.

Hart InterCivic Response

The Hart ePollBook can manage as many ballot styles as necessary per election. The ballot style identifier is shown to the poll worker on the Search Result Page along with the rest of the voter details, such as county, polling place, district, precinct, etc.

If ballot styles are available in the voter registration system file provided for import, the Hart ePollBook Manager will automatically populate and store the information without the need to provide them through another input channel.



If, however, this information is provided separately, the Hart ePollBook Manager will allow importing this second file and automatically associating it with the voter registration data accordingly.

3.2.2c Capable of being loaded via secure, removable storage device
Each precinct will have a copy of the county registration. For the ease of loading this information prior to an election and following to upload the voter history, it is mandatory that the vendor provide the ability to store information in an encrypted format, which is then unencrypted upon upload.

Hart InterCivic Response

The Hart ePollBook Manager is used to generate the election configuration files containing the County's voter registration data. When the configuration files are exported, for transport on removable storage devices (e.g. USB thumb drives, flash memory units), they are encrypted using symmetric encryption. The decryption key is set during the configuration process.

Once the election configuration files have been encrypted and exported, they can be securely transported to the polling locations where the Hart ePollBook will be used. Even if the removable storage devices were to be misplaced during transport, the data cannot be compromised without the decryption key that will be sent separately to each precinct, or included in the package but at the same time encrypted with a strong password known only by the officers in charge of loading the data in the Hart ePollBooks.

Before using the Hart ePollBooks, the removable storage devices must be connected and the decryption key entered in order to be able to load the voter registration data.

After the election, updated voter registration data will be encrypted and exported onto the removable storage devices from the Hart ePollBooks. This data can then be securely transported back to the County election office where it is decrypted (using the decryption key), uploaded into the Hart ePollBook Manager and consolidated with the rest of the data from the other County polling locations.

All encryption tasks are performed automatically and do not require any special knowledge by the officials using the Hart ePollBook applications.

3.2.2d Poll book data import is simplistic and does not require vendor support

The Vendor's application to import data must be simplistic for any person to load onto the devices selected to run the application.



Hart InterCivic Response

The Hart ePollBook and ePollBook Manager applications use extremely user friendly wizards, so that little-to-no technical knowledge is needed to import information and configure them before an election.

In the case of the Hart ePollBook Manager, an election wizard is provided to import and configure all the necessary information for generating the election configuration files. This wizard is divided into four simple steps:

1. Election data – prompts the user for the election type, name and date.
2. Voter registration data – allows the user to browse and upload the voter registration data file generated by the State's Voter Registration System.
3. Knowledge support data – allows the user to easily upload the knowledge support XML file that provides support to the poll worker during the election.
4. Election key – used to encrypt/decrypt the election configuration files, as well as protecting certain administrator functions of the Hart ePollBooks.

The Hart ePollBook is even simpler since the election configuration files are automatically loaded with the touch of a button from the administration menu. This operation doesn't even require the poll worker to browse to the configuration files since they are automatically detected on the removable storage device.

3.2.2e Capable of networking with EPBs in same polling place

The Vendor's application must be able to support local networking of devices. Any restrictions in the number of devices must be indicated, as well as contingency plans.

Hart InterCivic Response

The Hart ePollBook supports a clustered model that not only allows networking of devices on local networks, but also over the Internet. Both are carried out in a completely secure manner, since connections between Hart ePollBooks are encrypted and authenticated using SSL.

A Hart ePollBook cluster is composed of an ePollBook Server and as many ePollBook Clients as required at the polling places. The only limit to the number of devices that can be connected is the processing power of the computer running the ePollBook Server.

All voter registration data is stored locally on the clustered Hart ePollBook Clients in addition to the Server. When voter data is updated, the changes



are automatically synchronized with the rest of the network, so that all devices in the cluster always work with the most recent data.

This approach allows individual Hart ePollBooks to continue working locally even if they temporarily lose connection to the network and then synchronize their updates again once the connection is reestablished.

3.2.2f Ability to display informational prompts to user

The Vendor must be able to return exception alerts to prompt the user for items requiring special handling, i.e. incomplete data, incorrect precinct, identification requirements, etc.

Hart InterCivic Response

The Hart ePollBook provides advanced voter processing features that ensure poll workers are easily aware of any special handling required for a specific voter.

Take the example below:

- The “Status” of the voter gives a quick overview of his/her global situation (e.g., Voted, Absentee, Provisional ballot cast, etc.)
- If any special actions need to be carried out in order to process the voter, they will be listed in the “Special Instructions” box. These brief instructions are backed by a case-sensitive knowledge support system. By pressing “Help”, detailed information will be shown to the poll worker on the right of the screen, providing straight-forward instructions for handling the situation.
- As the poll worker steps through the special instructions, the actions that are performed can be checked on the “Actions” box. Once all of the special instructions are covered, the poll worker will be allowed to accept the voter.
- It is important to note that a provisional ballot can be processed at any time without needing to complete the special instructions.



3.2.2h *Capable of processing name and address changes within precinct*
The Vendor must be able to process the name and address changes according the WV 3-2-31.

Hart InterCivic Response

If a poll worker detects an issue with a voter's name or address while processing him/her, a "Notify changes" tab is provided for adding the correct information. This option will allow the poll worker to enter the correct information in the provided fields.

In the case of the address, the Hart ePollBook also allows the poll worker to validate the information against the street indexes provided by the State/County. To enter an address the poll worker must:

- Type the name of the correct street into the field provided for that purpose
- Select the validate option next to the street field. This searches for the street in the index and returns the ones that match, or are similar to it.
- Select the corresponding street from the search results.

Depending on the format of the State-provided street index, the remaining address fields such as number, zip code, etc. can be validated in the same way, and take into account the previously selected address information.

Once the changes have been saved, they will be stored on the Hart ePollBook and can be reviewed from the "Notify changes" tab at any time until they are exported and consolidated on the Hart ePollBook Manager with the rest of the updated voter data.

It is important to note that the changes will not replace the original voter registration data imported into the Hart ePollBook at the beginning of the election. The Hart ePollBook Manager will allow the County to generate a detailed report with the name and address changes that have been made during the election. It will also provide a State Voter Registration System compatible field with these records so they can be easily updated on the system, once the changes are verified and approved.

In addition to "Notify changes", the Hart ePollBook also provides a "Comments" tab where poll workers can add any type of information relevant to the voter. This capability can be used to capture situations that go beyond name and address changes for later scrutiny by Election Administrators.

Comments are also exported and consolidated on the Hart ePollBook Manager along with the other updated voter data.



3.2.2i Capable of highlighting all addresses that are non-compliant and offering redirect to correct precinct

The Vendor must display the voter's correct precinct and directions to it.

Hart InterCivic Response

During the election, the Hart ePollBook allows poll workers to search for voters that do, and do not, belong to their precinct.

The "Search" button only returns voter records that belong to the precinct where the Hart ePollBook is being run. On the other hand, an "Expanded Search" will return all of the County's voter records. The ones that do not belong to the precinct in question are highlighted in red.

In order to direct the voter to the correct precinct, the poll worker must select the voter from the search results. On the "Search Results Page", the name of the correct precinct and its address are displayed on the right hand of the screen on the "Voter Details" tab.

Additional options can be discussed with the State if further assistance is required to direct voters to the correct precincts.

3.2.2j Capable of processing provisional voters

The Vendor must be able to generate any/all applicable paperwork for an individual to vote a provisional ballot.

Hart InterCivic Response

The Hart ePollBook allows poll workers to process provisional voters during all stages of the election cycle. An almost infinite number of provisional ballots, within the limits of reason, can be processed for each registered voter. On processing a provisional ballot, the Hart ePollBook may be configured to automatically print paperwork required to handle these types of situations.

In the case of the information being printed on labels, this would be done automatically when posting the provisional ballot on the Search Result Page (see requirement 3.2.3b).

If 8 ½ x 11 paper is required to print paperwork, these forms will be added to the knowledge support system allowing poll workers to print them on-demand, so that voters can sign them before the provisional ballot is accepted on the system.

Please note that if both labels and 8 ½ x 11 papers are required, the State would have to supply two printers per ePollBook.



The Hart ePollBook currently supports the use of a Brother QL-570 label printer. If the State has other preferences, the ePollBook can be customized to support the label printer of choice.

As for the use of a printer capable of using 8 ½ x 11 papers, it must be compatible with the operating system of the computer used to run the Hart ePollBook.

3.2.2k Capable of displaying, capturing, and comparing electronic signatures

The Vendor must present signatures on-file and compare them with the signature from the pad at the poll.

Hart InterCivic Response

The Hart ePollBook is capable of importing electronic signatures in bitmap format. These files are loaded onto the Hart ePollBook Manager during the configuration of the election configuration files before the election. If electronic signatures are included in the voter registration data provided by the State, they can be automatically loaded with the rest of the data. If not, they can be added separately in a different file.

Once the election configuration files have been generated and securely transported to the precincts on removable storage devices, they are used to load the Hart ePollBooks. This voter data load will include the electronic signatures imported at the beginning of the election.

In order to process a voter, the poll worker must search for, and open, his/her record, handle the necessary special instructions and then post the voter. Before the voter is posted by the system, it will display the electronic signature on file and request that the voter give authorization by means of his/her signature.

An electronic signature pad will be used to capture and store the signature. The signature will be displayed on screen next to the one on file for the poll worker's scrutiny. If the poll worker concludes that the signature is a match, then he/she can confirm the post and the voter's status will be updated. On the other hand, if the signatures don't match, the poll worker can cancel the post or ask the voter to sign again.

After the election, electronic signatures captured by the Hart ePollBooks are exported and consolidated using the Hart ePollBook Manager where they are used to generate reports or exported for updating the State Voter Registration System.

If the State stores electronic signatures in a format other than bitmap (e.g., vectorial), the system may be customized to support this requirement.



3.2.21 *Ability to output voter history data according to SVRS vendor specifications*

The Vendor must be able to generate output files for upload into the state-wide voter registration system according to required specifications.

Hart InterCivic Response

After the election, all updated voter data on the Hart ePollBooks is securely transported using removable storage devices back to the County Election Office and consolidated by means of the Hart ePollBook Manager. Once consolidated, the user can export output files that are compatible with the State's Voter Registration System.

These files can then be used to upload the updated voter data onto the Voter Registration System. However, the State must provide export format specifications so that mapping to the Hart ePollBook presentation layer and database can be established.

3.2.3 *Reports and Printing*

3.2.3a *Ability to generate Election Day and Canvass Reports*

The Vendor's application must be able to generate reports including, but not restricted to, directions to polling places, statistics, audit reports, and closing reports (including exceptions). Additional reports should be able to be generated. Any third-party licenses required must be specified.

Hart InterCivic Response

Both the Hart ePollBook and Hart ePollBook Manager have the ability to generate detailed reports on voter processing during the election cycle (e.g. Absentee, Early Voting and Election Day).

Hart ePollBook

In the case of the Hart ePollBook, the reports allow poll workers to print information related to their specific precinct. These reports include, but are not limited to, the following:

- List of Provisional Voters
- List of Posted Voters
- List of Absentee Voters
- Precinct Voter Count
- Comments
- Notified Name and Address Changes
- Daily Cumulative Summary (total number of voters who have voted)



- Voters who have voted
- Audit Reports
- List of Voter Collisions (clustered Hart ePollBook only)
- List of Voters by Party (Primary election only)
- Directions to Correct Precinct

The Hart ePollBook uses a powerful report generation engine (Jasper Reports) which allows reports to be easily adapted and the creation of new reports that fulfill the requirements of the State, as well as any statistical reports that the user may wish to have. Since Jasper Reports is an open source tool, there is no need for the State to acquire any additional third-party licenses for this capability.

Reports can be viewed on screen, printed using the printer made available to the Hart ePollBook or saved in an electronic format (PDF, XML and CSV are supported).

Hart ePollBook Manager

The Hart ePollBook Manager allows the County to generate reports using all of the updated voter data from the Hart ePollBooks during the election.

As with the Hart ePollBook, the report generation engine (Jasper Reports) is used allowing reports to be easily customized to support the State's needs. By default, the same reports as those detailed for the Hart ePollBook are available; however note that they'll be populated with all of the County's data – not just the precincts.

Reports can be printed, viewed on screen or stored in an electronic format.

3.2.3b Capable of producing eligible voter pass/poll slip

The Vendor's solution must provide the ability to generate poll slips with specified information.

Hart InterCivic Response

The Hart ePollBook automatically generates poll slips and prints them using a label printer when a poll worker posts a voter. The poll slip includes all relevant voter information, such as the Voter ID, in both barcode and numeric format, name and surname, address, year of birth, ballot stub number, if it is a provisional ballot and, in the case of Primaries, the Party. If further information is required, the barcode can be easily customized to support the requirements of the State.

To mitigate issues that may arise with the printer (e.g., no paper, no ink, etc.), the Hart ePollBook includes various reprint options, allowing poll worker to reprint a label if a problem is detected.



Since the number of poll slips needed per voter may vary, depending on the election, a user friendly printing options screen allows poll workers to set up the printing process. From the menu seen below, the user can set the number of slips that should be printed every time a voter is posted.

Printing Options

Please enter number of labels to print and ballot on demand details.

Number of Labels:

Ballot on Demand

The Hart ePollBook can also be customized to support electronic media and encryption if required in the future, however detailed specifications would be required from the State.

3.2.4a *Employs data encryption*

The application must utilize data encryption techniques for storing, transporting, and managing data. Specifications must be provided.

Hart InterCivic Response

As previously mentioned, the election configuration files are encrypted using symmetric encryption before being transported from the County Election Office to the precincts where the Hart ePollBooks are located.

The Hart ePollBook can only be started and loaded using the decryption key set for the election. This key will decrypt the election configuration files and upload it onto the system's database where it is stored. Database encryption is used to ensure the integrity of the data during the operation of the Hart ePollBook.



After the election, the updated voter data is encrypted using symmetric encryption before being exported for transport back to the County Election Office.

In the case of using clustered Hart ePollBooks on a local network, or over the Internet, SSL is used to create an encrypted and authenticated tunnel between the devices.

Finally, access to administrator functions and sensitive operations are restricted within the Hart ePollBook so that only the election judge can access them.

3.2.4b Employs audit tracking and event logging

Each access, function and add, change or delete must be logged for future reference and review. This information must be able to be printed and/or exported.

Hart InterCivic Response

Both the Hart ePollBook and ePollBook Manager keep detailed logs of the transactions carried out by the system. By default, all actions carried out by poll workers are logged for later review. These logs can be printed from the Hart ePollBooks and are also automatically exported onto the removable storage device with the updated voter data for transportation back to the County Election Office after the election.

3.2.4c Provides secure administrative and user controls

The application must provide secure controls. Each of these must be defined.

Hart InterCivic Response

The Hart ePollBook provides a secure administrative environment which requires an administrator password (set in the election configuration) to access it. This environment consists of the administrator menu to load the election configuration, setup printing options, view certain reports, etc.

In addition, there are certain sensitive operations that can only be carried out by the election judge including: resetting a voter record (because of a poll worker error), advanced poll slip reprint options and updating a voter's absentee status.

Access control to the device running the Hart ePollBook should also be set so that only authorized poll workers can access it with their own user name / password. This adds an additional level of security to the system.



As for the Hart ePollBook Manager, the application is also password-protected so that only authorized election administrators can access the system. As with the Hart ePollBooks, the device used to run it should also be set up following common access control procedures.

3.2.5 *Hardware*

3.2.5a *Downtime Requirements*

The application must not require a downtime when removing or adding a unit while networked. Please describe procedures.

Hart InterCivic Response

As described in requirement 3.2.2e, a clustered Hart ePollBook setup is composed of an ePollBook Server and as many ePollBook Clients as necessary. Removing or adding a Client or a Server will not cause any downtime whatsoever, as explained below.

In the unlikely event a Hart ePollBook Client crashes, it will have no effect on the rest of the clustered network, and the other devices will continue working and synchronizing data between each other without interruption or any loss of information.

To replace the Hart ePollBook Client that has crashed, connect a new one to the network. Once it has started, it will automatically synchronize with the other devices and load the latest voter registration data. The same can be done to add extra Hart ePollBooks on the fly, if needed, due to a sudden surge of voters waiting to cast their ballots.

If a Hart ePollBook Server crashes, a warning message is displayed on the Client systems. Voters can continue to be processed as normal without any downtime; however the network synchronization will be temporarily interrupted.

Once the Server has been replaced, the network will automatically synchronize itself again. In the unlikely event that a voter has been processed at more than one Hart ePollBook during the Server down time, a warning will alert the poll workers so they can take appropriate actions.

3.2.5b *Rebooting Requirements*

The application must not require rebooting of any devices when removing or adding a unit while networked. Please describe procedures.



Hart InterCivic Response

The clustered Hart ePollBooks connected to a network will not be required to reboot if a unit is added or removed. Adding units is done seamlessly without affecting the operation of the other units connected to the network.

For more information on the procedures, please see the response to requirement 3.2.5a.

3.2.5c Wireless networking not required

We will be using local network connectivity, not wireless, however we do not want to disqualify any vendor if this is provided.

Hart InterCivic Response

The Hart ePollBook software can support both local network connectivity, wireless and even an Internet connection. The manner in which the Hart ePollBooks are networked depends on the devices and the installation provided by the County. However, Hart recommends using cabled network connections instead of wireless.

3.2.5d Stores data on redundant memory devices

The application must be able to store data on a second or more devices(s).

Hart InterCivic Response

Data is stored on two independent memory devices for redundancy purposes. The Hart ePollBook stores data on the hard drive of the device running the system and on the external memory device (e.g. USB thumb drive, flash memory unit) used to transport the election configuration files.

3.2.5e Touch screen interface supported

The application must support touch-screen technology.

Hart InterCivic Response

The Hart ePollBook has been designed to support a touch screen interface; large buttons and fonts are used to ensure that navigation is extremely easy and does not require the use of a mouse.

The Hart ePollBook has been deployed and used in counties located in Texas and Virginia where elderly poll workers use the touch screen interface to manage the voter processing with ease.



3.2.6 *Implementation and Training*

3.2.6a *On-site Training and Supporting Materials*

The Vendor must describe the details of the training to be provided at each county location participating in the roll-out, as well as associated user documentation.

Hart InterCivic Response

Hart is committed to providing fully qualified and experienced personnel to accomplish training with the ultimate objective of successful, independent, “vendor-free” administration of the Hart ePollBook for all elections office staff and election judges. Hart InterCivic’s experienced and professional trainers prepare the elections administration staff for election events.

All training is completed with a professional Hart Training Specialist, who leads trainees through a variety of learning methods, including hands-on exercises, multi-media presentations, discussions, and role-playing. The Training Specialist provides feedback during exercises and conducts assessments. Our trainers are professional educators.

Hart InterCivic does not just *tell* elections staff about our ePollBook application; we ensure mastery through active participation and learning.

We thoroughly cover the necessary information and provide hands-on experience with the equipment. If we *tell*, we can quickly get through the materials, but there is little or no mastery of the content or skills. Because we *teach*, elections staff are better prepared to address their responsibilities and provide a trouble-free election.

Course Descriptions and Materials

Course Topic:

ePollbook Polling Place Operations: In this course, Polling Place Officials will learn the essentials required to operate the Hart ePollBook for checking in and posting voters during Early Voting and Election Day events, including all steps for set up and return.

Course Materials

Hart InterCivic ePollBook User Quick Reference Guide

Course Topic:

ePollBook Administrators Course: In this course, elections administrators are trained on “front office” procedures and applications, including the Hart ePollBook Manager and Election Data Integrator. Hart training and technical specialists will also assist the counties with network and ePollBook configuration.



Course materials include:

- ePollBook Setup and Procedures
- ePollBook System Installation and Networking Configuration Guide
- ePollBook Data Integrator Quick Reference Guide
- ePollBook Server-Client, Manager or User Quick Reference Guides

Please Note: Implementation Training and Support at the County level includes up to one (1) day of pre-deployment consultation and on-site instruction for administrative staff including system setup, deployment and operation.

Remote online training is included in the quoted Hart ePollBook software license fee. On-site poll worker training is priced and quoted separately.

3.2.6b Implementation Support

The Vendor must describe what support is included within their proposal.

Hart InterCivic Response

Implementation support includes the on-site training (described in 3.2.6a) as quoted in the proposal. In addition, the quoted Hart ePollbook software license fee includes all of the following support resources:

- End-user product documentation (provided in electronic format)
- Proficiency and refresh training (conducted online at scheduled times following the implementation)
- Telephone, on-line, email and FAX access to the Hart Customer Support Center (CSC). Hart CSC hours of operation are 8:00am – 8:00pm Eastern Time, Monday through Friday. During major election events the Hart CSC offers extended help desk hours.

3.2.6c Other Support Requirements Provided

The Vendor must provide any additional support requirements for successful implementation.

Hart InterCivic Response

At the State level, a successful implementation will be bolstered by timely access to personnel and information regarding the State's Voter Registration System and election rules governing polling place operations and County compliance (e.g. voter check-in, verification and exception handling procedures, reporting, data management).



At the County level, a successful implementation will be bolstered by timely access to personnel and information regarding the County's central election location, individual polling locations and the network infrastructure that connects them.

3.2.6d Implementation Dates

The Vendor must be able to provide the application to be used in the 2010 Primary Election, scheduled for May 11, 2010. A statement of commitment must be included in the response.

Hart InterCivic Response

Hart commits to providing the Hart ePollbook application to West Virginia counties for the 2010 Primary Election schedule for May 11, 2010. To meet this commitment, Hart requires signed contracts from participating counties no later than March 12, 2010.



Section III – Hardware

Description of hardware requirements for running the application as requested with additional scalability for future requested enhancements.

Hart InterCivic Response

Hardware Pre-Requisites

The Hart ePollBook software package uses standard off the shelf hardware. Typically, the ePollBook is installed on a laptop or a netbook hardware device. The ePollBook has been designed to run on most any system manufactured after 2005. The requirements for the ePollBook Server and Client are the same and listed below.

	CPU	Display	RAM	Drive	Media	Network	OS
Minimum	Intel Centrino	1024x768 (capable) or 1024x600 or 1024x576	1GB (for very small deployments <50,000)	30GB free	4GB USB 2.0 Thumbdrive or 4GB SD card slot	Ethernet, or Wireless, or Cellular Modem, and/or VPN	Windows XP SP3 + Java Version 6 Update 15
Recommended	Intel Atom 1.6Ghz or AMD Athlon	1024x768 (capable) or 1024x600 or 1024x576	2GB	40GB free	4GB USB 2.0 Thumbdrive or 4GB SD card slot	Ethernet, or Wireless, or Cellular Modem, and/or VPN	Windows XP SP 3 + Java Version 6 Update 15
Large Voter Count Recommendation >400,000	Intel Core 2 Duo or AMD Turion	1024x768 (capable) or 1024x600 or 1024x576	4GB	60+GB free	8 GB USB 2.0 Thumbdrive or 8GB SD card slot	Ethernet, or Wireless, or Cellular Modem, and/or VPN	Windows XP SP3 + Java Version 6 Update 15



Software Pre-Requisites

The Hart ePollBook is a Java application and requires Java Version 1.5 or greater for proper operation. Java can be freely obtained from Sun Microsystems. The ePollBook EDI data integration tool is an application written in Microsoft .net Version 3.5 Service Pack 1. The EDI tool will install all needed pre-requisite software if it is not present on the system. The EDI tool requires Windows XP or better operating system from Microsoft.

Please note: The hardware as described above is not included in the Cost Proposal.



Section IV – Project Management and Support

The vendor is to provide a dedicated project manager, who works with the agency staff to develop a detailed project plan. The plan is to include specifics of implementation services and on-going maintenance and support.

Hart InterCivic Response

Included in our proposal is a Project Manager who will serve as the primary contact for any operational matters related to the project. The Project Manager ensures compliance with established project parameters and schedules, provides a single escalation point for the State of West Virginia, and provides the scheduling and coordination of all assigned resources.

Hart InterCivic has a proven track record of delivering quality projects on time and within budget for its customers. Hart InterCivic's project management methodology offers several advantages:

- **Project Management reduces risk.** Using a structured project management process in system implementation helps to identify risk and uses predefined contingencies to combat project failure.
- **Constant communication avoids surprises.** Hart InterCivic employs comprehensive communication plans to keep every project stakeholder adequately informed of project milestones, issue handling, and risk identification. Better communication reduces risk and allows everyone to succeed.
- **Clear documentation prevents confusion.** Standard training documentation, meeting minutes, and acceptance criteria are examples of the documents delivered. A list of customer responsibilities, including due dates, is also included (preferably at contract signing) to help ensure that project deadlines are met.
- **Project Management allows accurate estimates of cost and effort.** Using a proven method of delivery, Hart InterCivic can predict how much a project will cost with a high degree of accuracy.

Hart uses a project management framework approach that is based on the Project Management Institute (PMI) framework. This approach is enhanced through customization and application of "best practices" tested and proven during our extensive experience managing technology deployment for government agencies.

The Project Manager facilitates the creation of a comprehensive project plan and then works with cross-functional teams to plan and manage customer programs using proven "best practice" methodologies.



The project is managed in the three following overlapping phases:

- Phase I: Plan/Design
- Phase II: Build/Deploy
- Phase III: Manage/Support

Phase I: Plan/Design

This Phase begins during proposal/negotiation activities where the scope and approach are planned and described. At contract award, the Project Manager reviews the final proposal/agreement and begins scheduling project setup/initiation activities. The Project Manager coordinates a project kickoff meeting with the State's designated Project Manager/Team and begins compiling the following components of the comprehensive project work plan and schedule:

- Scope/Definition: Summary of the scope of the project as defined in the final proposal/agreement documents, identifying all the components necessary to meet the State's requirements.
- Project Team: Identification of key individuals, including their roles/responsibilities.
- Communication Plan: Contact information for project team members and management, proposed schedule/format for standing project management meetings, escalation protocol for critical communications, proposed schedule/format of written communications, such as meeting notes, required reports, and so forth.
- Issue Management Plan: Procedures for identification, tracking, and resolution of project issues including escalation protocol, as well as identification of known open issues.
- Risk Management Plan: Initial identification of known risks, risk mitigation strategies, and contingency plans.
- Integration Plan: Identification of "work packages/processes" necessary based on defined scope and any related requirements/expectations including the following:
 - Shipping/delivery
 - Asset management
 - System acceptance
 - Deployment planning
 - Polling place setup
 - On-site support
 - Equipment retrieval (post-election)
 - Equipment processing (post-election)
 - Equipment maintenance



- **Schedule:** Identification of known timeframes and key milestones.
- **Test Plan:** Procedures for ensuring that the software integration operates successfully in the State's environment.
- **Quality Management Plan:** Identification of performance standards, triggers, remedies, and escalation protocol.
- **Change Control Plan:** Procedures for identification, review and approval of changes to the project plan.

The project plan and schedule provides guidance for managing the project and developing activities, tasks, and a detailed work plan to manage the project. The project plan and schedule is revised as necessary to properly manage the project. A working draft of the project work plan and schedule is reviewed in the project kickoff meeting to promote the refinement and mutual acceptance of the draft project plan.

The Project Manager is responsible for engaging the appropriate resources necessary to execute the project work plan and schedule, and for the implementation of custom processes necessary to meet the State's requirements.

Successful deployment depends on a mutual understanding of current processes and the State's objectives for an electronic pollbook. Therefore, State staff will be involved in planning the project in a collaborative effort. These activities are necessary to establish a detailed integration plan that addresses all aspects of the project. The results of these planning activities are used to develop a migration plan, which defines each step necessary to incorporate the use of the ePollbook in the State's election activities, while addressing risk areas and carrying out mitigation activities defined by the risk management plan.

Phase II: Build/Deploy

While planning/design activities may continue throughout the project, Phase I ends with placement of initial orders for software and services. Phase II includes placement of orders, shipping of product, delivery, and customer acceptance. During this phase, Hart's Project Manager works closely with the State's Project Manager to implement the project work plan and schedule, identify and resolve issues, manage risks, monitor Hart performance, and ensure clear communication with the entire project team.

Specific to elections solutions, this phase includes initial onsite training of personnel. Other key activities include system initial configuration, acceptance testing, preparation of voter education materials, and pre-election data entry and validation. This continues through the first scheduled election event.



Phase III: Manage/Support

Following acceptance, the project enters Phase III. Attention turns to election-specific data management and final training.

During this phase, the Project Manager focuses initially on resolving any issues that remain open and ensuring stable ongoing support processes. Upon completion of the State's first election, Hart's Project Manager coordinates with the State's Project Manager to prepare and conduct a project review. The project review will summarize the project work plan and schedule; review project team performance; review project highlights, key issues/resolutions, lessons learned/best practices; and recognize key contributions.

The Manage/Support phase also includes project closeout activities for termination of the project at the appropriate time.

On-Going Support

After the counties begin using the ePollbook, Hart begins the transition from the implementation team to the support team. The Project Manager will transition the State/County information to the Customer Support Center (CSC), which will be the County's primary point of contact for day-to-day questions and issues.



Attached is an acceptable form of the Litigation Bond (cashier's check) as required in Part 3.4 of the Request for Quotation.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
SOS09E01

PAGE
2

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SECRETARY OF STATE
BUILDING 1, ROOM 157K
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0770 558-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/28/2009				

BID OPENING DATE: **01/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: SOS09E01</p> <p>BID OPENING DATE: 01/23/2010</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">512.252.6466</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;">Marcus MacNeill</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	512.252.6400	01/20/2010
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
SVP & GM, Hart InterCivic	95-3248916	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



REQUEST FOR PROPOSAL WEST VIRGINIA SECRETARY OF STATE

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the West Virginia Secretary of State (WVSOS), Elections Division, hereinafter referred to as "Agency", to provide an Electronic Poll Book Application (EPB), to replace printed voter registration books used in every precinct during every election. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The mission or purpose of this project is to allow the State of West Virginia to select a single vendor to provide a uniform electronic poll book application. All precincts that select to participate will have a designated number of electronic poll books as required by West Virginia Code. The proposed poll book application must provide software for the checking of voter registration information, polling place directions, and the integration with the existing state-wide voter registration system (ElectionNet) as provided by PCC Technologies, Inc.

West Virginia seeks to be an innovator in election technology. After evaluating the current process for voter check-in during early voting and on Election Day, we have determined that Electronic Poll Book (EPB) technology can assist in streamlining processes for voters, poll workers and election officials. The Secretary of State's office seeks to cooperate with county officials to implement this technology solution to make Election Day and post-election processes more efficient – conserving taxpayer time and money. Though County Clerks are the chief election official in their jurisdictions, cooperating with the state in this program will help unify the processes for officials and voters, and work within the solid framework of West Virginia election laws to put West Virginia on the leading edge in technology usage.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response

to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 **Inquiries:**

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Ron Price, Assistant Director of Purchasing
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 **Vendor Registration:**

Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder MUST** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 **Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 **Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 **Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 ***Mandatory Requirements.***

Any specification or statement containing the word "must", "shall", or "will" are mandatory.

Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost
plus 10 convenience copies to:

Ron Price, Assistant Director of Purchasing
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Ron Price, Assistant Director

Req #: WVSOS09E01

Opening Date: January 23, 2010

Opening Time: 1:30 pm

1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening:* The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation:* The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Contract Approval and Award:* After the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring Vendor. The final evaluation will be submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Internal Review Committee. The contract will then be prepared, signed by Purchasing, then forwarded to the Attorney General's Office for approval as to form, funds encumbered, and copies are mailed to the appropriate parties. (Note: In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.)

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance.

Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP.....	12/29/2009
Vendor's Written Questions Submission Deadline.	01/09/2010
Response to Questions.....	01/13/2010
Addendum Issued	01/13/2010
Bid Opening Date	01/23/2010

1.17 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.18 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.18.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.18.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.18.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.18.4 *Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.18.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

1.18.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.18.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.18.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.18.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.18.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year

renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.18.11 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.18.12 *Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.18.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an

impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.18.14 Liquidated Damages: (Agency Option if appropriate)

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$ 500 (per day, per week, per unit, or some other agreed measure) for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.18.15 Record Retention:

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

1.18.16 Confidentiality:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

1.18.17 Licensing:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed

and in good standing with the above entities.

1.18.18 Antitrust:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at 1900 Kanawha Boulevard, East, Suite 157-K, Building 1, Charleston, WV 25303. Working with interested counties will be a requirement and locations will vary accordingly.

2.2 Background:

The State currently has a centralized state-wide voter registration system located in the Secretary of State's office. Integration with this system is mandatory. It is the intent of the Agency to provide a much more efficient, user-friendly system for the counties to use during the registration process at the polls during each election. The Agency has standardized on Microsoft Windows 7 workstation operating environment. In evaluating any/all systems, focus is on Simplicity, Standards, Security, Scalability, and Service.

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 General Requirements:

The primary requirements of the Vendor is to provide a secure, efficient, effective, and user-friendly solution for replacing printed paper poll books at precincts to track voter registration, ballot stubs, precinct locations and replace the manual voter history process

by integrating registration details at the polls.

The vision of the project is to provide a single application for counties within West Virginia who wish to participate in the project.

3.2 **Scope of Work:**

The system selected for this project has a set of defined features and functionalities. These are defined with the Procurement Specifications document attached.

3.4 **Special Terms and Conditions:**

3.3.1 *Litigation Bond:*

Each bidder responding to this request for proposal **is required** to submit a litigation bond in the amount of \$10,000 made payable to the State of West Virginia Purchasing Division. This bond must be issued by a surety company licensed to do business in the State of West Virginia with the West Virginia Insurance Commission, on a form acceptable to the State. The only acceptable alternate forms of the bond are (1) a company certified check (not an individual) and (2) a cashier's check.

The purpose of the litigation bond is to discourage unwarranted or frivolous law suits pertaining to the award of a contract from this request for proposal. Secondly, the bond provides a mechanism for the State of West Virginia, the Agency, its officers, employees, or agents thereof to recover damages, including (but not limited to) attorney fees, loss of revenue, loss of grants or portions thereof, penalties imposed by the federal government and travel expenses which may result from any such litigation. A claim against the bond will be made if the vendor contests the award in a court of competent jurisdiction and the grounds are found to be unwarranted or frivolous based on the facts of the award or applicable law as determined by the court.

The bond or alternate form must remain in effect for two years from the proposal submission date. After six (6) months, each vendor may request, and the State anticipates granting, a release of the litigation bond. However, the vendor will be required to provide a release (signed and notarized in a form that is acceptable to the State) prior to release of the bond which states that the vendor will not sue.

Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the vendor's proposal and the proposal will be considered non-responsive.

PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 **Vendor's Proposal Format:**

The proposal should be formatted in the same order, providing the information listed below:

- a. Title page - Should state the RFP Subject and number, the name of the Vendor,

Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

- b. Table of Contents - Clearly identify the material by section and page number.

Section I – Executive Summary

- a. Briefly summarize the Vendor's understanding of the Agency's requirements
- b. Provide a short synopsis of how the Vendor's proposal meets or exceeds the Agency's requirements
- c. A statement of Compliance with all mandatory requirements

Section II – Functional Specifications

Complete description of the services to be provided for each RFP specification in Part 3 of this RFP, regardless of their denotation as Mandatory or Desirable. (Vendors must number their responses in accordance with the RFP format).

Section III – Hardware

Description of hardware requirements for running the application as requested with additional scalability for future requested enhancements.

Section IV – Project Management and Support

The vendor is to provide a dedicated project manager, who works with the agency staff to develop a detailed project plan. The plan is to include specifics of implementation services and on-going maintenance and support.

Section V - Cost

As designated on the Attachment

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

A. Executive Summary	15 Points Possible
B. Functional Criteria	30 Points Possible
C. Hardware Requirements	20 Points Possible

D. Project Management	5 Points Possible
E. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section II – Functional Requirements (3.0). The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.5. **Cost Proposal Format/Bid Sheets**

Total all-inclusive fee (project) \$ _____

And...

Grand total breakdown by task: \$ _____

Hourly cost per Services (if required) \$ _____

On-going Maintenance and Support \$ _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Hart InterCivic, Inc.

Authorized Signature: [Signature] Date: 01/20/2010

State of Texas

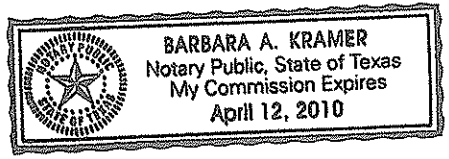
County of Travis, to-wit:

Taken, subscribed, and sworn to before me this 20th day of January, 2010

My Commission expires April 12, 2010

AFFIX SEAL HERE

NOTARY PUBLIC Barbara A Kramer



State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 General Requirements:

The primary requirements of the Vendor is to provide a secure, efficient, effective, and user-friendly solution for replacing printed paper poll books at precincts to track voter registration, ballot stubs, precinct locations and replace the manual voter history process by integrating registration details at the polls.

The vision of the project is to provide a single application for counties within West Virginia who wish to participate in the project.

3.2 Scope of Work:

Detailed specifications include:

3.2.1 General

3.2.1a Company background information

The vendor must provide a D&B specifying details of their company, including financial holdings, existing customers, and contact names and numbers of at least three references for projects of a similar scope and size.

3.2.1b Use of industry standard management and development tools

The vendor must describe what tools they specifically use and for what purposes.

3.2.1c Meets EAC and NIST guidelines as developed and specified

Both the EAC and NIST are discussing and reviewing their role in the use of ePoll Books. The Vendor must describe how they plan to address the impact of any of their requirements on their current application.

3.2.2 Voter Registration Functions

3.2.2a Ability to import, populate and store VR data

The Vendor must describe in detail their ability to import, populate and store voter registration data. This information is to include functionality and format specification(s), and any additional licensing required for full-use of their application.

3.2.2b Ability to present appropriate all ballot style identifiers

Each county in West Virginia may have as many as 35 ballot styles per election. These may vary per election cycle. For the sake of accuracy, the application must present to the poll clerk the ballot identifier for each registered voter.

3.2.2c Capable of being loaded via secure, removable storage device

Each precinct will have a copy of the county registration. For the ease of loading this information prior to an election and then following to upload the voter history, it is mandatory that the vendor provide the ability to store information in an encrypted format,

which is then unencrypted upon upload.

3.2.2d *Poll book data import is simplistic and does not require vendor support*

The Vendor's application to import data must be simplistic for any person to load onto the devices selected to run the application.

3.2.2e *Capable of networking with EPBs in same polling place*

The Vendor's application must be able to support local networking of devices. Any restrictions in the number of devices must be indicated, as well as contingency plans.

3.2.2f *Ability to display informational prompts to user*

The Vendor must be able to return exception alerts to prompt the user for items requiring special handling, i.e. incomplete data, incorrect precinct, identification requirements, etc.

3.2.2g *Capable of obtaining voter ID information via barcode scanning*

The Vendor must supply the functionality of retrieving voter information by use of a barcode scanner (2D PDF-417).

3.2.2h *Capable of processing name and address changes within precinct*

The Vendor must be able to process the name and address changes according the WV § 3-2-31.

3.2.2i *Capable of highlighting all addresses that are non-compliant and offering redirect to correct precinct*

The Vendor must display the voter's correct precinct and directions to it.

3.2.2j *Capable of processing provisional voters*

The Vendor must be able to generate any/ all applicable paperwork for an individual to vote a provisional ballot.

3.2.2k *Capable of displaying, capturing, and comparing electronic signatures*

The Vendor must present signatures on-file and compare them with the signature from the pad at the poll.

3.2.2l *Ability to output voter history data according to SVRS vendor specifications*

The Vendor must be able to generate output files for upload into the state-wide voter registration system according to required specifications.

3.2.3 *Reports and Printing*

3.2.3a *Ability to generate Election Day and Canvass Reports*

The Vendor's application must be able to generate reports including, but not restricted to, directions to polling places, statistics, audit reports, and closing reports (including exceptions). Additional reports should be able to be generated. Any third-party licenses required must be specified.

3.2.3b *Capable of producing eligible voter pass/poll slip*

The Vendor's solution must provide the ability to generate poll slips with specified information.

3.2.4a Employs data encryption

The application must utilize data encryption techniques for storing, transporting, and managing data. Specifications must be provided.

3.2.4b Employs audit tracking and event logging

Each access, function and add, change or delete must be logged for future reference and review. This information must be able to be printed and/ or exported.

3.2.4c Provides secure administrative and user controls

The application must provide secure controls. Each of these must be defined.

3.2.5 Hardware

3.2.5a Downtime Requirements

The application must not require a downtime when removing or adding a unit while networked. Please describe procedures.

3.2.5b Rebooting Requirements

The application must not require rebooting of any device when removing or adding a unit while networked. Please describe procedures.

3.2.5c Wireless networking not required

We will be using local network connectivity, not wireless, however we do not want to disqualify any vendor if this is provided.

3.2.5d Stores data on redundant memory devices

The application must be able to store data on a second or more device(s).

3.2.5e Touch screen interface supported

The application must support touch-screen technology.

3.2.6 Implementation and Training

3.2.6a On-site Training and Supporting Materials

The Vendor must describe the details of the training to be provided at each county location participating in the roll-out, as well as associated user documentation.

3.2.6b Implementation Support

The Vendor must describe what support is included within their proposal.

3.2.6c Other Support Requirements Provided

The Vendor must provide any additional support requirements for successful implementation.

3.2.6d Implementation Dates

The Vendor must be able to provide the application to be used in the 2010 Primary Election, scheduled for May 11, 2010. A statement of commitment must be included in the response.

RESPONSES to RFP QUESTIONS – SOS09E01**Mike Sibley, President - Decision Support**

1. 3.2.2g: Could you indicate the documents (Voter ID Card, Driver's License, etc.) that are to be scanned and the data elements that are to be derived from the bar code scan?

Response: In the future we hope to be able to scan the Voter Registration Card and/ or Smart Card to have the individual voter data displayed on the epollbook screen. This information would include data that is currently printed in our paper poll books – Voter Name (first , middle, last), Resident Address, Voter Id (numeric, bar code forms), Date of Birth, Voter Status, Registered Party, Voter Signature, Absentee/ Early Voting Flag, with plans to include any additional data that may be required.

2. 3.2.5e: Why is a touch screen interface required? Should this be an option instead of a requirement?

Response: According to the specification in the RFP, it is. We actually want the capability to be supported in the future, but this feature is not necessary at this time. We want to know at what point in time the vendor anticipates offering this feature.

We are changing the Functional Requirement as follows: "The application should support touch-screen technology."

Mike Mankin, PMP - Election Systems & Software, Inc.

1. 1.9.3: With the short time made available to vendors to respond to this solicitation, would the State entertain extending the bid opening date to January 29, 2010?

Response: We do not plan to extend the bid opening date.

2. 1.9.4.5/1.16: When can vendors expect the announcement of the contract award? How soon after award, is delivery of equipment to end users anticipated?

Response: We anticipate our internal selection process to take approximately 30 days, and then the additional processes are subject to the dates of Purchasing and the Attorney General. We request that the solution be in place no later than August 1, 2010.

3. 3.2.2j: Can we get an example of the applicable paperwork necessary for an individual to vote a provisional ballot in the State of West Virginia?

Response: Please find attached Provisional Ballot documentation.

4. 3.2.2l: Can we be provided the SVRS vendor specifications?

Response: This will be provided to the vendor upon contract award.

5. 3.2.3b: Can we be provided with the specified information for the poll slip?

Response: Included on the poll slip should be Ballot Stub number, Registered Party (if Primary election), Voter ID (numeric *and* barcode format). Also, if the solution does not provide a separate printed slip for a provisional ballot cast, the poll slip should include a provisional ballot indicator for the poll worker to mark.

6. 4.2: Will vendors have the opportunity to demonstrate our product solution to the evaluation committee?

Response: Only the vendors who meet all mandatory requirements will be given the opportunity to give an oral presentation.

7. RFQ Forms: Does the State want vendors to fill out and return the RFQ form (pages 1-3)? If so, is it a part of the technical or cost proposal package?

~~**Response: Yes. It is to be included as part of the total response package.**~~

PROVISIONAL BALLOT PROCEDURE

POLL CLERKS

- 1. Do not sign the back of the ballot.
- 2. Inform voter the ballot will be a provisional ballot, the reason for this, and that the board of canvassers will determine whether ballots can be counted.
- 3. Complete each section below and both sign at bottom.
- 4. Insert voted ballot in envelope in voter's presence.
- 5. After voter signs on seal, insert envelope in large provisional ballot envelope.

VOTER

- 1. Mark ballot and fold it to protect privacy of vote.
- 2. Return ballot to poll clerk and remain while ballot is sealed in envelope.
- 3. Sign across seal.

CHALLENGE OF VOTER

ELECTION HELD:

Precinct No. _____ District _____ County _____ Party _____
(Primary Only)
 _____ voted the ballot

sealed in this envelope, signed the poll book on Poll Ticket No. _____

states that he/she resides in _____

at _____

and that his/her birthdate is _____

Previous Name: _____

Previous Address: _____

The right of the voter named above to vote in this election has been challenged for the following reason(s):

- The registration record of this voter was not found in the registration book.
- The signature in the poll book and the signature on registration record do not match and the identity of the voter could not be confirmed by other means.
- The voter registered by mail and has not presented a valid identification.
- The voter is an election official residing in another precinct.
- The voter has moved and is voting in the NEW precinct serving their new address.

Other Reasons: _____

Poll Clerk's Signature: _____

0110

PROVISIONAL BALLOT FORM

INSTRUCTIONS TO POLL CLERKS:

Inform the voter that his/her ballot will be a provisional ballot, the reason you are challenging the ballot and advise them that they will be notified by the Board of Canvassers as to whether or not their vote will be counted. If you need verification of the voter's correct voting precinct, please contact the County Clerk's office.

INSTRUCTIONS TO THE ELECTION COMMISSIONERS:

Upon receiving this form, choose the provisional ballot option on the screen and enter the provisional code which is located in the top right hand corner of this form. Place the provisional ballot form in the envelope provided once you have activated the correct ballot for the voter.

PROVISIONAL VOTER INFORMATION	
<input type="checkbox"/> PRIMARY <input type="checkbox"/> GENERAL Election held on _____ Precinct No. _____ District _____ _____ County _____ Party _____ (Primary only)	
Printed Name of Voter	
Voter states that he/she resides at the following address: _____ _____ And that his/her birthdate is ____/____/____ and that his/her previous address was _____	
The above named voter has had his/her right to vote challenged in this election for this reason(s). <input type="checkbox"/> The voter's registration record was not found in the poll book. <input type="checkbox"/> The voter's registration record indicates that either the voter voted during early voting period or received an absentee ballot by mail <input type="checkbox"/> Voter insisted on voting ballot of party other than the one they are registered (Primary) <input type="checkbox"/> Pollworker believes voter is able to vote without assistance, but voter insists on receiving assistance. <input type="checkbox"/> The digitized signature on the poll book and the voter's signature do not match and the identity of the voter could not be confirmed by other means. <input type="checkbox"/> The voter registered and has not presented a valid identification as required. <input type="checkbox"/> The voter is a pollworker registered in another precinct. <input type="checkbox"/> This voter changed his/her address and voted in their new precinct Other Reasons: _____	
_____ Poll Clerk	
_____ Poll Clerk	
_____ Voter's Signature	

Michael Helm, PMP – Datacard Group

1. How many counties do you feel will be participating in the May election?

Response: We anticipate no more than 12 counties to participate.

2. What date do you think the winning vendor be under contract?

Response: As soon as we evaluate the vendors, make the selection, and all state required paperwork is reviewed and signed.

3. Will there be oral presentations? If so, when?

Response: Yes. Dates are yet to be determined.

4. Will vendors be granted additional time to respond to the RFP due to the oversight in the release of the RFP's functional requirements? If so, how long will the extension be?

Response: No, there will be no extension granted.

Felice Liston – Manager, Sales Operations – Hart Intercivic

1. 3.2.2h – once name and address changes are captured, does the information get exported back to a VR system or is it to be included in a report?

Response: Information will be passed back to the Voter Registration system once verified, and it does need to be included in a report.

2. 3.2.2k – are pad captured signatures stored? If so, are they exported to a VR or another system or are the signatures to be included in a report?

Response: Yes, potentially both.

3. 3.2.3b – what format is the voter pass to be generated? Barcode, printed code, or possibly electronic media? Is this format information publicly available or under the proprietary control of any vendors?

Response: We do not want information to be proprietary; however we do want the information to potentially be encrypted.

4. 3.2.3h – does the poll book need to validate that the new address provided by the voter desiring to change precincts is located within the precinct in which the voter wishes to vote before allowing the voter to post? If so, will street indexes be available for import by the poll book?

Response: Yes, the address needs to be validated before being posted and the street indexes will be available for import.

John Medcalf, CEO – VOTEC Corporation

1. 3.2.1c - Please reference where vendors may access the latest EAC/NIST guidelines as referenced by the RFP?

Response: Please re-read the requirements.

2. 3.2.2j - **Regarding paperwork:** What is the minimum number of page printers such as laser or inkjet available at any voting location? Does the application definition as it now stands envision that all paperwork could be handled by printing labels with the variable information?

Response: It is intended that only one printer per poll book be provided. 8-1/2" x 11" paper is not a requirement. Labels are a potential consideration. Please see the response to question 5 – ES&S for details.

3. 3.2.2k - Does comparing signatures mean side by side on screen? Does comparing signatures mean having the computer program render a judgment or express a confidence factor? Or is visual comparison sufficient?

Response: Yes, this is a visual comparison. We do not specify the use of a software comparison at this time.

4. 3.2.2l - Is there an existing SVRS vendor specification for the voter history? Please provide this if it exists or discuss how this will be provided.

Response: These specifications will be provided following award. They do, however, follow industry standards.

5. 3.2.3b - Please provide a data element list and a sample printout for a voter pass/poll slip.

Response: Please refer to question 5 – ES&S for details.

6. 3.2.5b - Please provide a list of the likely redundant devices that might be considered for 2010 deployment.

Response: We are not planning on providing any redundant equipment.

7. 3.2.6a - Is the State providing the county level training? Is the State participating in the county level training? **If the vendor is expected to provide all or part of the county training:** Is WebEx training acceptable for part of all of the county level training? Is group training for multiple counties at one time at one site acceptable? If so, how many sessions would the State estimate? What does the State estimate as the time frame during which counties will receive training?
-

Response: No, we are requesting that the selected vendor provide the county training. We, at the SOS office, will participate in order to understand the system and equipment.

WebEx training may be used as follow-up, but not as the initial mode of training. Group training is acceptable and must be based on the number and location of participating counties. We estimate a two-month period for training.

In reference to a request for Oral Presentations, we have revised our Evaluation Criteria to the following:

A. Executive Summary	15 Points Possible
B. Functional Criteria	30 Points Possible
C. Project Management	15 Points Possible
D. Oral Presentation	5 Points Possible
D. Hardware Requirements	5 Points Possible
E. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Martin White - Election Administrators, LLC

3.2.1a. Define D&B. Dunni and Bradstreet?

Response: Correct.

3.2.6 - How many units is the state interested in purchasing? How many counties will be involved? This is important in determining the best way to train and implement.

Response: Total units – TBD, based on the counties that participate, estimated to be no more than 12.

Is the state interested in live functionality in which the epbs communicate using the internet or non-live functionality?

Response: Not at this time.

3.2.2i – Is the voter's correct precinct address sufficient enough or do they need written directions?

Response: We want to provide the directions to the correct polling place if the voter is in the wrong precinct.

3.2.2j – What paperwork must the epb generate for an individual to vote a provisional ballot?

Response: A sample is provided on page 4 of the responses.

3.2.2l – What are the SVRS vendor specifications of the voter history import file format?

Response: This information will be provided upon vendor selection.

3.2.3n – What information is on a voter pass/poll slip?

Response: Please check response 4 to ES&S' questions.

3.2.5e – Does the state want a quote that includes touch screen technology or does the state just want the ability to migrate to touch screen technology in the future if/when needed. Touch screen technology will make a dramatic increase in hardware costs.

Response: The latter. The requirement for this functionality has been changed to should, not must.

4.5 – Does the state want a per unit cost for hardware and software per year? Please define "grand total breakdown by task". A better way to evaluate pricing would be hardware cost per unit, software cost per unit, and annual license fee per unit.

Response: This RFP does not include the hardware. This RFP will be developed once the software is selected. We want to see the pricing divided out by: annual licensing fees, implementation (including project management), training, and on-going support. If other costs are required, they are to be specified as well.

1.8.1 Mandatory Requirements.

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost
plus 10 convenience copies to:

Ron Price, Assistant Director of Purchasing
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

Silicon Valley Bank

90-4039
1211

CASHIER'S CHECK

No. 150941

A Member of SVB Financial Group


Date	Check No.	Amount
January 15, 2010	150941	***\$10,000.00***

Remitter: **HART INTERCIVIC**
RFP ePollbook application
LS915-28

PAY EXACTLY Ten Thousand and 00/100 Dollars

TWO SIGNATURES REQUIRED OVER \$50,000.00

Pay to the order of: *****STATE OF WEST VIRGINIA PURCHASING DIVISION*****


 _____ RC# 633

