



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
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/04/2010				

BID OPENING DATE: 01/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-28		
ADDENDUM NO. 1 TO CHANGE THE BID OPENING DATE FROM 1/23/2010 TO 1/22/2010 AT 1:30 PM. TO ADD SPECIFICATIONS DELETED IN ERROR FROM THE ORIGINAL RFP. E POLL BOOK APPLICATION						
***** THIS IS THE END OF RFQ SOS09E01 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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.