



**Solicitation Information
September 30, 2015**

RFP# 9549934

Title: VOTING EQUIPMENT SYSTEM

Submission Deadline: October 30, 2015 at 10:00 am (ET)

**PRE-BID/PROPOSAL CONFERENCE: NO
MANDATORY: NO**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/Proposal Conference. The representative must register at the Pre-Bid/Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **October 9, 2015 at 10:00 am**. Questions should be submitted in a Microsoft Word attachment. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

**David J. Francis
Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of State (DoS), is soliciting proposals from qualified vendors to provide an optical scan precinct count paper ballot tabulation system, accessible voting equipment, ballot on-demand printer systems and related full service contract, in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.gov.

The initial contract period will begin in or around December 2015 for a period of eight/ten years.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.

9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Department of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov.
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.

SECTION 2: BACKGROUND

Authority to Bill for Services

Pursuant to Section 17-6-1 of the Rhode Island General Laws, the Department of State shall have the authority to submit and approve the specifications used by the Department of Administration in procuring voting systems and voting system-related services on behalf of the State.

New System Required

The State's current optical scan precinct count voting system has been in operation since 1997. Voting system technology has significantly advanced since that time and in order to ensure fair, fast and accurate elections, the State must acquire new voting equipment.

The Department of State convened the Voting Equipment Task Force to discuss the requirements for the State's next voting system. Over the course of several weeks, the Department of State, State Board of Elections and the Voting Equipment Task Force discussed the requirements and specifications for a new voting system. Below, you will find the Scope of Work, Technical Proposal, Cost Proposal, Evaluation and Selection, and Proposal Submission sections of this Request for Proposals.

SECTION 3: SCOPE OF WORK

General Scope of Work/Mandatory Requirements

Vendor must answer “yes” on Appendix B: Mandatory/Minimum Requirements Compliance Matrix to all requirements listed in the following sections or the proposal will be deemed non-responsive:

Optical Scan Precinct Count Paper Ballot Tabulation System (“Tabulation System”)

The objective for the Tabulation System is to provide fair, fast, accurate, accessible and cost-effective voting and vote tabulation and to provide election officials in the State with a full service support program for the conduct of elections in Rhode Island. This will be accomplished in a manner that ensures voter confidence in the integrity of the voting process.

Rhode Island is soliciting proposals for a Tabulation System. The ballots will be generated from the ballot generation subsystem. Voted ballots will be tabulated electronically at the precinct level. Precinct results, stored on the memory devices, will then be transmitted to a central or regional site for state and/or municipal compilation. Central tabulation equipment and regional tabulation equipment will compile information and generate reports from precinct count units used in one or more municipalities. In the case of municipal elections not held in conjunction with statewide elections, central tabulation equipment and regional tabulation equipment will read and compile results of votes cast on one or more ballot styles. In statewide elections, regional or precinct information will then be securely transmitted to the central tabulation site.

Mandatory Tabulation System Equipment Requirements:

1. Ballot generation subsystem
2. 590 optical scan precinct count units with corresponding ballot boxes
3. 400 additional ballot boxes
4. Regional tabulation equipment at 39 sites
5. Central tabulation equipment sufficient to compile results as indicated above
6. Two mail ballot counting systems each with the ability to count approximately 250,000 ballots cast by mail ballot voters

Items 1-6 listed above are hereby referred to as “Tabulation System equipment”.

Accessible Voting Equipment

This request for proposals also includes accessible voting equipment. Accessible voting equipment must be state-of-the-art voting technology, which can accommodate not only voters who are blind or visually impaired but also persons with other disabilities. Accessible voting equipment must afford all voters who are blind, visually impaired or disabled the opportunity for the same access and participation, including privacy and independence, as for other voters. The ballots used for the accessible voting units must be created from the same database used to create the ballot for the precinct count units. Ballots marked on the accessible voting equipment can be integrated into the State’s precinct count system.

Mandatory Accessible Voting Equipment Requirements:

1. 590 accessible voting units
2. Corresponding tables

3. Security covers
4. Any other ancillary equipment

Ballot On-Demand Printer Systems

This request for proposals also includes ballot on-demand printer systems. Ballot on-demand printer systems will be used to ensure the Department of State is able to send military and overseas voters a paper ballot at least 45 days before an election, as required by federal law. Ballot on-demand printer systems may also be used by municipalities to print emergency mail ballots on-site. Ballot on-demand printer systems may also be used by the Department of State to print ballots as needed. Ballot on-demand printer systems will be able to print ballots identical to the ballots used at the polling place and for mail ballot purposes.

Mandatory Ballot On-Demand Printer System Equipment Requirements:

Proposals will include separate quotes for:

1. 50 ballot on-demand printer systems
2. 1,100 ballot on-demand printer systems

All equipment listed in the Tabulation System, Accessible voting equipment, and ballot on-demand printer system requirements sections is hereby referred to as “System equipment”.

Other Requirements:

1. Proposed Tabulation System, accessible voting equipment, and ballot on-demand printer systems (collectively referred to as “System”) will include delivery, installation, implementation, support and maintenance of all components of the System, which includes, but is not limited to the hardware, software, firmware and associated equipment.
2. Proposal will include a trade-in credit and disposal of the State’s current voting equipment. Currently, the State possesses: 693 precinct count units, 1,008 ballot boxes, 649 accessible voting units, and 645 accessible voting unit tables.
3. The delivery timetable must be sufficient to allow for complete testing and set up so that the System is ready for use for the 2016 election schedule, commencing with the presidential preference primary to be held on April 26, 2016.
4. Proposal will also include a full service agreement with the vendor for the term of the contract.
5. The State is seeking proposals allowing for the option of purchasing, leasing with an option to purchase, or renting the System equipment. As described herein, the proposals should include a price matrix describing the costs for each of the acquisition options stated above. Vendors must include System component costs within the quotes for each term, ballot on-demand printer system and pricing models contained in Tables 1-4 on the Appendix C: Cost Form. Vendor will also provide cost itemization per unit for each System component in Table 5 on the Appendix C: Cost Form that was used in calculating the costs in Tables 1-4 of the Appendix C: Cost Form.
6. Vendor acknowledges that the State reserves the right to not move forward with the purchase of individual components of the System.

7. Vendor acknowledges that the State will rely on and will consider in evaluating proposals the expertise, experience, ability and capability of the vendor. Vendor must demonstrate proof of experience in the field of elections including but not limited to years of experience with optical scan systems. Vendor must have experience with a jurisdiction having the same or similar number of optical scan precinct count units as being provided in Rhode Island and having similar full service needs as the State of Rhode Island.

Minimum Requirements

Vendor must answer “yes” on Appendix B: Mandatory/Minimum Requirements Compliance Matrix to all requirements listed in the following sections or the proposal will be deemed non-responsive:

- I. System/System Equipment Requirements
- II. Full Service Requirements

I. System/System Equipment Requirements

General Description

1. The Tabulation System equipment, which includes coding and programming equipment; optical scan precinct count units; regional tabulation equipment; central tabulation equipment and; central mail ballot counting equipment, and accessible voting equipment and ballot on-demand printer systems will be in operation for any elections scheduled in Appendix A: List of Regularly Scheduled Elections for the Period of the Contract to be held after April 1, 2016, and for all other Title 17 (Rhode Island General Laws) elections for the term of the contract. *(provide yes/no response on compliance matrix)*
2. All System equipment proposed is newly manufactured and not reconditioned or refurbished in any way. *(provide yes/no response on compliance matrix)*
3. The successful vendor will install, to the satisfaction of the State Board of Elections and the Department of State, all System equipment hardware, software and firmware set forth by the vendor in “Implementation and Staff Qualifications” on page 27 of this proposal. *(provide yes/no response on compliance matrix)*
4. All proposed System equipment is readily available, and similar systems are currently operating in other jurisdictions in an elections environment. Any responses proposing "future releases" of equipment will be considered non-responsive and eliminated from consideration. *(provide yes/no response on compliance matrix)*
5. All System equipment provided to the State of Rhode Island under the terms of this contract is for the exclusive use of the State of Rhode Island during the term of the contract. *(provide yes/no response on compliance matrix)*
6. The System components eligible for certification are certified as compliant with Elections Assistance Commission standards by a Voting System Test Laboratory (VSTL). *(provide yes/no response on compliance matrix)*

7. At the end of the contract term, the State will have the ability, as applicable, to purchase all current hardware, software, firmware and licenses. *(provide yes/no response on compliance matrix)*
8. The System supports a minimum of 459 polling places with the ability to add more polling places in the future. Vendor will supply additional precinct count units at a cost proportional to the cost of this proposal, pro-rated for the remaining years of the contract. *(provide yes/no response on compliance matrix)*
9. All necessary programming and tabulation software will be provided to run the System in accordance with the required specifications. Any software updates during the term of the contract will not be charged to the State. *(provide yes/no response on compliance matrix)*

Election Preparation

10. The vendor provides the State with all hardware, software, and firmware necessary to prepare and code all elections either with or without vendor assistance. *(provide yes/no response on compliance matrix)*
11. The proposed System software provides the following general features: *(provide yes/no response on compliance matrix)*
 - Security available at system level
 - Ability to store data from past elections and access that data
 - Audit trails that capture transmission of election results
 - Ability to work on multiple elections while maintaining individual election security
12. The ballot generation subsystem generates and maintains an administrative database containing the definitions and descriptions of political subdivisions and jurisdictions. *(provide yes/no response on compliance matrix)*
13. The ballot generation subsystem includes all necessary provisions for security and access control. *(provide yes/no response on compliance matrix)*
14. The ballot generation subsystem generates and maintains a candidate and contest database and can generate properly-formatted ballots and software for each precinct count voting unit and accessible voting unit. *(provide yes/no response on compliance matrix)*
15. The ballot generation subsystem ensures that ballots are properly-formatted for each polling place within the jurisdiction. *(provide yes/no response on compliance matrix)*
16. The ballot generation subsystem can create newly-defined elections, retain previously defined formats in that election, and can modify a previously-defined ballot format. *(provide yes/no response on compliance matrix)*
17. The ballot generation subsystem allows for text that appears on multiple ballot styles to be entered into the system once and subsequently shared between ballot styles without the need to re-enter that information. *(provide yes/no response on compliance matrix)*

18. The ballot generation subsystem includes ballot design features. Races and questions can be easily moved within and between front and back sides of the ballots. In addition, ballot text on races, candidates and questions can be easily modified. *(provide yes/no response on compliance matrix)*
19. The ballot generation subsystem provides a location for the logical definition of the ballot, including the definition of the number of allowable choices for each office and contest, and for the selection of various voting options. *(provide yes/no response on compliance matrix)*
20. The ballot generation subsystem can generate sufficient distinct ballot formats to accommodate the requirements of the State of Rhode Island in conducting federal, state, and municipal elections on the same ballot. *(provide yes/no response on compliance matrix)*
21. Ballots will contain identifying codes or marks uniquely associated with each ballot format. *(provide yes/no response on compliance matrix)*
22. The ballot generation subsystem can program each System component (listed in #1 of this section) in accordance with ballot requirements for the election that will include a method for validating the correctness of the ballot requirements and the ballot requirements' installation in the equipment. The System can ensure that the software has been properly selected and installed for the election and that the software correctly matches the ballot formats that it is intended to process. *(provide yes/no response on compliance matrix)*
23. The ballot generation subsystem can generate proofs of each ballot style on-site at the Department of State. Proofs will be exact replicas of the actual ballot to be voted upon, including ballot size, font size and layout of candidates, races and questions. *(provide yes/no response on compliance matrix)*
24. The ballot generation subsystem can generate ballots on-site at the Department of State. Ballots so generated must be readable by the precinct count unit, accessible voting unit and the central mail ballot counting unit. Ballots so generated can be printed, at the discretion of the Department of State, in addition to the ballots to be ordered for actual use as polling place and mail ballots. *(provide yes/no response on compliance matrix)*
25. Ballots generated from ballot on-demand printer systems will be programmed so they will be read and tabulated by precinct count units and central mail ballot counting units, and read and marked by accessible voting units. *(provide yes/no response on compliance matrix)*
26. With respect to equipment readiness tests, each precinct count unit, accessible voting unit, central mail ballot counting unit, ballot on-demand printer system, and all regional tabulating equipment and central tabulating equipment will have provisions for verifying their proper preparation for an election, and that hardware, software, and firmware are operating correctly. Diagnostics must identify and pinpoint any unit malfunctions. *(provide yes/no response on compliance matrix)*
27. Each precinct count unit and accessible voting unit can be tested to verify that it is in correct operational status. Tests include, at a minimum, the production of a diagnostic test record indicating that there are no hardware, software or firmware failures; identification of the units and their designated polling place location; and that the units are ready to be activated for voting. Testing can be performed using a predetermined set of voted test ballots as determined by the

State Board of Elections, and using all potential ballot layout positions as active positions. The tabulation error rate measured by this criterion does not exceed one part in one million. *(provide yes/no response on compliance matrix)*

28. The precinct count unit allows election officials to determine that no votes have been cast, for any candidate or on any question, before they open the polls on Election Day. *(provide yes/no response on compliance matrix)*
29. The System is capable of integrating all System components. *(provide yes/no response on compliance matrix)*
30. The System allows the operator at the state level to program and erase the portable memory devices. *(provide yes/no response on compliance matrix)*

Precinct Count Unit and Ballot Box

31. The precinct count unit plugs into a standard three prong, grounded electrical outlet. *(provide yes/no response on compliance matrix)*
32. In the event of a power failure or machine malfunction, the ballot box can receive voted ballots without counting them, and provide secure storage for uncounted ballots. *(provide yes/no response on compliance matrix)*
33. The ballot box secures voted paper ballots in a locked compartment(s). *(provide yes/no response on compliance matrix)*
34. The precinct count unit contains an internal battery power source that, in the event of loss of power, permits the unit to continue normal operations for a minimum of two consecutive hours. *(provide yes/no response on compliance matrix)*
35. All precinct count units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes. *(provide yes/no response on compliance matrix)*
36. Precinct count units and their components are designed so as to eliminate hazards to personnel or to the System equipment itself. System equipment is designed to meet or exceed the appropriate requirements of the Occupational Safety and Health Act (OSHA). *(provide yes/no response on compliance matrix)*
37. The precinct count units can read ballots marked with blue ink, black ink, and in pencil. *(provide yes/no response on compliance matrix)*
38. The System allows the voter to place the marked ballot into the precinct count unit while providing for the privacy of the voted ballot during the time it is being handled by the voter. *(provide yes/no response on compliance matrix)*
39. The System allows voters to initiate, at the precinct level, the optical scanning of ballots into a precinct count unit. *(provide yes/no response on compliance matrix)*
40. The precinct count unit provides an audit trail that includes ballots marked by the voters, election

night precinct printouts, and tabulating unit memory. *(provide yes/no response on compliance matrix)*

41. The precinct count unit meets Elections Assistance Commission test standards for durability and drop tests. *(provide yes/no response on compliance matrix)*
42. The precinct count unit incorporates appropriate physical barriers to prevent fraudulent manipulation of the vote recording, counting, and reporting processes. The design prohibits unauthorized access to any data associated with these processes. *(provide yes/no response on compliance matrix)*
43. At the opening of the polls, the Tabulation System provides the poll worker with a means of activating the precinct count unit. *(provide yes/no response on compliance matrix)*
44. All controls used by the voter and/or poll worker are conveniently located, using designs that are consistent with their functions, and are clearly labeled. *(provide yes/no response on compliance matrix)*
45. The precinct count unit contains a public counter that clearly displays the number of ballots accepted and recorded. *(provide yes/no response on compliance matrix)*
46. The precinct count unit prevents more than one ballot at a time from being entered into the unit. *(provide yes/no response on compliance matrix)*
47. The precinct count unit reads the ballot in all four orientations (top side up, top side down, header in first, footer in first). *(provide yes/no response on compliance matrix)*
48. The precinct count unit reads ballots voted on the front and back without the ballot being re-fed. *(provide yes/no response on compliance matrix)*
49. The precinct count unit allows the voter to vote for all the candidates of one party, or for candidates of one or more other parties. *(provide yes/no response on compliance matrix)*
50. The precinct count unit allows the voter to vote for as many persons for an office as the voter is lawfully entitled to vote for, but no more. *(provide yes/no response on compliance matrix)*
51. The precinct count unit allows the voter to vote on any question the voter may have the right to vote on. *(provide yes/no response on compliance matrix)*
52. The precinct count unit prevents the voter from voting for the same person more than once for the same office. *(provide yes/no response on compliance matrix)*
53. The precinct count unit prevents an incorrect ballot style from being accepted. *(provide yes/no response on compliance matrix)*
54. The precinct count unit allows for write-in voting and records the number of write-ins for each office, in each precinct. *(provide yes/no response on compliance matrix)*
55. Ballots containing write-in votes are automatically identified and stored in a way that allows them

to be counted separately while ensuring the privacy of the voter. *(provide yes/no response on compliance matrix)*

56. The precinct count unit can immediately return to the voter an over-voted or unread ballot for voter correction. *(provide yes/no response on compliance matrix)*
57. The precinct count unit allows an election official and/or voter to override the precinct count unit and accept a blank ballot, or an over-voted ballot, while allowing the offices and questions not over-voted to be counted by the precinct count unit. *(provide yes/no response on compliance matrix)*
58. There is a ballot box at each polling place to receive and securely store the ballots; each ballot box restricts access to the ballots so that only authorized officials may access them. *(provide yes/no response on compliance matrix)*
59. The precinct count unit is securely attached to the ballot box. *(provide yes/no response on compliance matrix)*
60. The ballot box contains a lockable, accessible compartment for fully read and counted ballots. *(provide yes/no response on compliance matrix)*
61. The ballot box contains a separate, lockable and accessible compartment that can receive ballots in the absence of electrical power. *(provide yes/no response on compliance matrix)*

Accessible Voting Equipment

62. Accessible voting equipment complies with Help America Vote Act (HAVA), Americans with Disabilities Act (ADA) and Elections Assistance Commission (EAC) standards. *(provide yes/no response on compliance matrix)*
63. One accessible voting unit will be placed in each of the polling places. *(provide yes/no response on compliance matrix)*
64. The accessible voting unit plugs into a standard three prong, grounded electrical outlet. *(provide yes/no response on compliance matrix)*
65. The accessible voting unit contains an internal battery power source that, in the event of loss of power, permits the unit to continue normal operations for a minimum of two consecutive hours. *(provide yes/no response on compliance matrix)*
66. All accessible voting units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes. *(provide yes/no response on compliance matrix)*

Ballot On-Demand Printer Systems

67. On-site, ballot on-demand printer systems can produce all ballot styles used in the State. Ballots can be one-sided and/or two-sided. *(provide yes/no response on compliance matrix)*

Mail Ballot System

68. The mail ballot system tabulates the same type of ballots used in the polling place. *(provide yes/no response on compliance matrix)*
69. The mail ballot system includes high-speed mail ballot vote tabulation equipment. *(provide yes/no response on compliance matrix)*
70. The mail ballot system can read mail ballots that have been fed in a random order. *(provide yes/no response on compliance matrix)*
71. The mail ballot system can read mail ballots marked with blue ink, black ink, and in pencil. *(provide yes/no response on compliance matrix)*
72. The mail ballot system can integrate into the regional tabulation and central tabulation systems for compiling tabulation totals. *(provide yes/no response on compliance matrix)*
73. The mail ballot system includes a user interface to securely access the administrative functionality of the unit as required for the setup, operation, and closing of the unit. *(provide yes/no response on compliance matrix)*
74. The mail ballot system reads the ballots in all four orientations (top side up, top side down, header in first, footer in first). *(provide yes/no response on compliance matrix)*
75. The mail ballot system accepts one-sided ballots and two-sided ballots. *(provide yes/no response on compliance matrix)*
76. The mail ballot system identifies ballots that contain one or more over-votes. *(provide yes/no response on compliance matrix)*
77. The mail ballot system identifies ballots that contain one or more write-in votes. *(provide yes/no response on compliance matrix)*
78. All mail ballot counting units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes. *(provide yes/no response on compliance matrix)*

Election Tabulation and Report Generation

79. The State can, either with or without vendor assistance, set up or utilize the precinct count units, regional tabulation devices and central tabulation devices. *(provide yes/no response on compliance matrix)*
80. The Tabulation System interprets the image of the voted ballot and assigns votes to the proper memory registers. This Tabulation System reliably reads ballots that contain vote marks meeting reasonable criteria for placement, size, and intensity. The rate of rejection of voted ballots does not exceed one (1) percent. *(provide yes/no response on compliance matrix)*
81. Precinct count unit memory devices used to retain election results programs can retain error-free

data. *(provide yes/no response on compliance matrix)*

82. The processing subsystem, which consists of the hardware, software, and firmware required to accumulate voting data for all candidates and questions within voting devices and to consolidate the voting data at a regional and central level, can maintain and generate multiple copies of audit records, detect and disable improper use of operation of the Tabulation System, and monitor overall status. *(provide yes/no response on compliance matrix)*
83. The Tabulation System can maintain and readily display or print a systems log of all processes occurring during the election tabulation. *(provide yes/no response on compliance matrix)*
84. Each precinct count unit can accommodate all ballot styles in the State. *(provide yes/no response on compliance matrix)*
85. During the time the poll is open for the casting of ballots, the manner of obtaining the vote tally will not be visible or capable of being activated unintentionally. *(provide yes/no response on compliance matrix)*
86. At the close of polls, the precinct count unit can prevent the further counting of ballots. Until the proper sequence of events associated with the closing of the polls has been completed, the precinct count unit will not allow the printing of a report or the extraction of data. *(provide yes/no response on compliance matrix)*
87. The precinct count unit contains all devices required to print audit record entries and results of tabulation. The information, including but not limited to audit logs, ballot images and any other information produced by the System will be the sole property of the State. *(provide yes/no response on compliance matrix)*
88. The precinct count unit produces at least five (5) hardcopy printed reports of the votes cast at the polling place. *(provide yes/no response on compliance matrix)*
89. A printed report and electronic memory will also be stored and provide date and time audit trails. Said reports can be reprinted. *(provide yes/no response on compliance matrix)*

Regional and Central Tabulation

90. The Tabulation System stores the precinct tally on a nonvolatile electronic memory device that can be easily transported, accessed, and counted by an electronic device so that municipal, regional or statewide vote totals can be electronically calculated by combining individual precinct tallies. It will not be necessary to enter individual precinct tallies by hand into a regional or central computer or device for the purposes of producing the municipal, regional, or statewide tally. *(provide yes/no response on compliance matrix)*
91. After the close of polls, the regional tabulation system and central tabulation system can print vote totals for all precincts counted up to that time. Such printout results will state the number of precincts counted and the percentage of precincts reporting. *(provide yes/no response on compliance matrix)*
92. The regional tabulation system and central tabulation system include report generators for

producing output reports at the regional and statewide level with provisions for administrative subdivisions as may be required by Rhode Island law. *(provide yes/no response on compliance matrix)*

93. Precinct count unit memory devices can be transmitted to regional tabulation centers at each of the 39 municipal boards of canvassers, or to the statewide tabulation center, where the devices can be read and tabulated. The Tabulation System also securely transmits precinct results to a regional or statewide tabulation center. *(provide yes/no response on compliance matrix)*
94. During a statewide election, the totals from each city/town hall or precinct will be securely transmitted to a central tabulation center (State Board of Elections) and/or a city/town hall. *(provide yes/no response on compliance matrix)*
95. All data collected at the precinct, regional and central tabulation levels can be exported to an electronic storage device in a variety of formats. Data will be the sole property of the State. *(provide yes/no response on compliance matrix)*
96. Vendor provides and installs hardware, software, and firmware for the central tabulation site and regional tabulation sites, provided, however, that electrical outlets, telephone outlets and Internet connection will be the responsibility of the regional or central site. *(provide yes/no response on compliance matrix)*
97. Vendor ensures that central and regional hardware, software, and firmware are in proper working condition before each election in which it is to be used. *(provide yes/no response on compliance matrix)*

II. **Full Service Requirements**

Programming and Coding

1. Vendor will provide a sufficient number of technicians to enter all data and information required for the programming and coding of ballots to be used in Rhode Island. This data entry will include all information necessary for ballots to be printed for each election, including but not limited to voting districts, ballot styles, candidates, races, questions, and any other information required for the preparation of a ballot. *(provide yes/no response on compliance matrix)*
2. Vendor will perform required programming, coding, and/or data entry on-site at the Department of State. For elections other than those listed in Appendix A: List of Regularly Scheduled Elections for the Period of the Contract, the vendor may perform required programming, coding, and/or data entry at a location chosen by the vendor and the Department of State. *(provide yes/no response on compliance matrix)*
3. Vendor will provide assistance on-site at the Department of State during the programming and coding process for preparation of precinct count unit memory devices, and generation of ballot proofs. Vendor will also provide local, on-site assistance as needed for ballots printed on-demand. *(provide yes/no response on compliance matrix)*
4. Vendor will provide a qualified/certified technician, who will be present in the State of Rhode Island for the term of the contract, for the purpose of assisting with programming, coding, ballot

generation, precinct count unit preparation, accessible voting unit preparation, central mail ballot counting unit preparation, ballot on-demand printer system preparation and result tabulation and certification. *(provide yes/no response on compliance matrix)*

5. Vendor will perform all necessary diagnostics and testing on the equipment necessary for the programming and coding of ballots, the generation of ballot proofs and ballot on-demand printing, and the preparation of precinct count unit memory devices, mail ballot counting devices and accessible voting units prior to each election in which said equipment is to be used. *(provide yes/no response on compliance matrix)*

Precinct Count Unit and Accessible Voting Unit

6. Prior to each election, the vendor will conduct any pre-election testing necessary to ensure the accurate operation of each precinct count unit and accessible voting unit. Vendor will perform pre-election testing under the supervision of, and according to regulations established by the State Board of Elections. Vendor will conduct pre-election testing at the facility determined by the State Board of Elections. *(provide yes/no response on compliance matrix)*
7. Vendor will test each unit to confirm information contained on each device coincides with information necessary for a particular polling place. Vendor will also test each precinct count unit to confirm that each unit is able to read and record votes cast on a set of voted test ballots prepared by the vendor. Vendor will also test each accessible voting unit to confirm information contained in each unit coincides with information necessary for a particular polling place. The precinct count units and accessible voting units can operate with an aggregate failure rate of one (1) percent or less for all units deployed during acceptance testing, mock election, and Election Day. Testing procedures are to be conducted under the supervision of, and according to regulations established by the State Board of Elections. The vendor will record the activities of these testing sessions on forms prescribed by the State Board of Elections. Testing will begin no sooner than twenty-eight (28) days before the election and will end not later than the third (3rd) day before the election. Vendor will provide sufficient technicians so that up to seven (7) tests can be conducted simultaneously. *(provide yes/no response on compliance matrix)*
8. Vendor, with the State Board of Elections, will prepare and check each precinct count unit and accessible voting unit to ensure that all consumables and equipment necessary for operation of units are properly installed and of sufficient quantity to allow for the entire conduct of the election. *(provide yes/no response on compliance matrix)*
9. Vendor, with the State Board of Elections, will seal precinct units and accessible voting units. *(provide yes/no response on compliance matrix)*

Election Day

10. Vendor will provide and maintain a complete supply of necessary replacement parts for use on Election Day as needed. *(provide yes/no response on compliance matrix)*
11. Vendor will provide on-site post-election support for any ballot recounts required under state law. *(provide yes/no response on compliance matrix)*
12. Vendor will make available any and all staff who may be called to testify on the preparation and

conduct of the election during hearing proceedings. *(provide yes/no response on compliance matrix)*

Return, Storage and Maintenance of Equipment

13. It will be the responsibility of the vendor to retrieve any equipment related supplies from municipal boards of canvassers, as determined by the State Board of Elections, and return them to the State Board of Elections' storage facility. *(provide yes/no response on compliance matrix)*
14. All units will be stored, prepared and tested at a location designated by the State Board of Elections. The vendor will have appropriate access to and maintain appropriate access controls for, the storage area of the facility designated by the State Board of Elections. *(provide yes/no response on compliance matrix)*
15. Vendor will be responsible for the pre-election preparation and post-election maintenance of the precinct count units, accessible voting units, ballot on-demand printer systems and central mail ballot counting equipment. At the conclusion of each statewide election, the vendor will inspect and make any and all necessary repairs and replacements to the voting equipment and certify to the State Board of Elections that all equipment is in good working order. Inspection procedures, replacement parts, and dates performed will be recorded and kept on file in a manner to be determined by the State Board of Elections. *(provide yes/no response on compliance matrix)*

Training

16. Vendor will train on-site, up to two (2) members of the staff of the Department of State, as determined by the Department of State, in the coding and data entry necessary for laying out the ballot, generating the ballot and programming the corresponding device. Vendor will provide re-training, as needed, before each statewide election cycle. *(provide yes/no response on compliance matrix)*
17. Vendor will train on-site, up to five (5) members or staff of the State Board of Elections, as determined by the State Board of Elections, for the purpose of setting up the precinct count units, accessible voting units, and ballot on-demand printer systems for use at special elections. Vendor will provide re-training, as needed. *(provide yes/no response on compliance matrix)*
18. Vendor will train on-site, up to five (5) members or staff of the State Board of Elections, as determined by the State Board of Elections, and two (2) members or staff of each municipal board of canvassers, as determined by each municipal board of canvassers, for the purpose of operating applicable central or regional hardware, software and firmware, including ballot on-demand printer systems. Vendor will provide re-training, as needed, before each statewide election cycle. *(provide yes/no response on compliance matrix)*
19. Vendor will train up to three (3) members or staff of each municipal board of canvassers, as determined by each municipal board of canvassers, at a seminar conducted by the vendor. Seminars will provide instruction with respect to the procedures for the opening and closing of the precinct count unit and accessible voting unit at the polling place. Vendor will offer one (1) seminar prior to a presidential preference primary, statewide primary, or in the event there is no statewide primary, prior to the statewide general election. *(provide yes/no response on compliance matrix)*

20. Vendor will provide ten (10) public voting equipment demonstrations before the first presidential preference primary, first statewide primary and first general election the equipment is in use. Vendor will provide demonstrations at locations and according to the schedule provided by the Department of State and the State Board of Elections. *(provide yes/no response on compliance matrix)*
21. Vendor will provide to the Board of Elections a checklist for poll workers to utilize on Election Day with respect to the steps and procedures necessary for the opening and closing of the polls. *(provide yes/no response on compliance matrix)*
22. Vendor will provide manuals that must include, at a minimum, the Election Day procedures, operation of voting devices, operation of tabulating and programming equipment, testing procedures, printing ballots and voter education. *(provide yes/no response on compliance matrix)*
23. Vendor will provide, in electronic format, all manuals and checklists for use during the term of the contract to the following offices: State Board of Elections, Department of State, and each of the 39 municipalities. *(provide yes/no response on compliance matrix)*

SECTION 4: TECHNICAL PROPOSAL

Narrative and format: The separate technical proposal should address specifically each of the required elements:

System/System Equipment Evaluation (20 points)

General

1. Identify the names and/or model numbers, if applicable, for the following:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment
2. Vendor must provide the following information for verification of completion of VSTL certification:
 - Name, address, and telephone number of VSTL performing certification test
 - Date of certification
3. Provide a flow chart of the entire System and how each component integrates into it.
4. Describe any components of your system that are not part of the Elections Assistance Commission's certification process including but not limited to the wireless transmission of election results.
5. Vendor must provide systems operations and maintenance manuals, as well as training manuals. These manuals will include, but not be limited to the Technical Data Package, coding and programming systems, precinct count units, mail ballot counting units, regional tabulation units and central tabulation units, accessible voting units, ballot on-demand printer systems, testing procedures, poll worker operations, and voter education. List titles of manuals submitted.
6. Provide the operating environmental range, including minimum, maximum, and normal expected operating temperatures and humidity levels, for the following:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment
7. Describe all ballot design features and potential ballot layouts.

8. Given that there is an indicated space to mark the ballot in order to cast a vote, describe how much of the allocated space for the mark is necessary to be filled in order for a vote to be read; the size of the area in which a voter can cast a vote that can be read; and the size of the space outside of the prescribed marking area in which a vote will still be recorded. Attach individual ballots containing a sample of each of the votes that can be read as described in this section.
9. Describe if a voted ballot that contains a crease or other type of fold mark can be read by the precinct count unit and the central mail ballot counting unit. Attach individual ballots that can be read by a precinct count unit and central mail ballot counting unit containing a sample of creases and fold marks.
10. Describe what security measures are available to protect the operating system, application programs and data on all System equipment from unauthorized change.
11. Describe the method(s) of testing the following equipment to ensure its efficient operability during an election:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment
12. The System is able to recover from a non-catastrophic failure of a device, or power failure, or from any error or malfunction that is within the operator's ability to correct. Recovery from a non-catastrophic failure will mean the restoration of the device to the operating condition existing prior to the error or failure, without loss or corruption of data previously stored in the device. Describe what failures would be categorized as non-catastrophic for the following equipment:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment
13. Describe the recovery features and steps necessary to restore operations performed by the following equipment:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment

14. Describe any catastrophic failures that the following equipment cannot recover from:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment
15. Describe how often failures occur (Mean Time Between Failure) for the precinct count unit during periods of operation.
16. Describe the useful life of all hardware, software and firmware.
17. Indicate whether vendor will replace or repair all defective ballot programming and coding equipment, precinct count units, accessible voting units, ballot on-demand printer systems, related equipment, and hardware, software and firmware for the central tabulation site and regional tabulation sites at no extra cost to the State during the term of this contract.
18. Indicate whether vendor will provide and install any and all hardware and firmware upgrades recommended by the vendor during the term of this contract at no additional cost to the State.
19. If upgrades to hardware, and/or software and/or firmware are made during the term of this contract, indicate whether vendor will make all related, relevant training available to the State at no additional cost during the term of the contract.
20. Indicate whether vendor will supply additional mail ballot counting units, accessible voting units and ballot on-demand printer systems at a cost no greater than the initial cost of the units pro-rated for the remaining years of the contract if the State Board of Elections deems it necessary to increase the number of units during the term of the contract.

Election Preparation

21. Indicate whether the ballots can be printed on colored stock, and if so, what colors.
22. Indicate the range in temperature and humidity allowable for the storage of ballots prior to their delivery to the polling place.
23. Indicate the range in temperature and humidity allowable for the storage of the following:
 - Coding and programming equipment
 - Precinct count unit
 - Regional tabulation equipment
 - Central tabulation equipment
 - Central mail ballot counting equipment
 - Accessible voting equipment
 - Ballot on-demand printer system equipment
24. Ballots will be in the form of one or more cards containing printed information, in English,

Spanish, and other languages as needed, identifying contests, candidates, and questions. Supply a sample of the largest and smallest size ballot that can be used with the precinct count units, accessible voting units, mail ballot counting units, and ballot on-demand printer systems. Explain the flexibility in your ballot format by describing the maximum and minimum:

- Size of the ballot
- Size of printable area on each ballot size
- Number of voting positions (per column/row and per side) on each ballot size
- Number of sides available for voting positions on each ballot

25. Indicate whether the precinct count unit and accessible voting unit are able to accept a ballot that has been printed on only one side, or whether both sides must contain printing.
26. With respect to equipment readiness tests, describe testing methods to ensure that all precinct count units, accessible voting units, mail ballot counting units, ballot on-demand printer systems, and all regional tabulation equipment and central tabulation equipment are operational prior to an election and that hardware, software, and firmware are operating correctly. Tests must include, at a minimum, the production of a diagnostic test record indicating that there are no hardware, software, or firmware failures.
27. Describe testing methods used to verify that all precinct count units, accessible voting units, mail ballot counting units, ballot on-demand printer systems, and all regional tabulation equipment and central tabulation equipment are operational for a specific election. Tests must include, at a minimum, verification that all ballot layout positions on all formatted ballots are compatible with all System components for a specific election and votes are tabulated accurately on all applicable System components.
28. Describe testing methods used to verify the identification of the unit and its designated polling place location.

Precinct Count Unit and Ballot Box

29. Describe the procedure, step by step, that the poll worker will perform in order to activate the precinct count unit so that it will be able to accept and read voted ballots.
30. Describe the printed report generated at the opening of polls, and indicate whether the precinct count unit generates a printed record of the following: (1) election's identification data, (2) equipment unit's identification, (3) ballot format's identification, (4) contents of each active candidate register by office and each question register showing that they contain all zeros, and (5) list of all ballot fields that can be used for special voting options. Provide a sample of the printed report so generated.
31. Indicate whether during the conduct of the election, the precinct count unit records the following: (1) a timed audit trail of all voter activity other than the casting of a correctly voted ballot, including but not limited to the return of an over-voted ballot or a blank ballot, and (2) a timed audit trail of any error messages including but not limited to down time, jammed ballots, equipment failures, power outages, and equipment re-activation/deactivation. Indicate whether the printed report is generated in real time or at the close of the polls. Provide a sample of the printed report so generated.

32. Describe which error and status messages become part of the audit record and include samples.
33. Indicate how the precinct count unit indicates to the poll worker and/or voter that a jammed or misfed ballot has not been counted. A jammed or misfed ballot is one that has not been completely deposited into the proper storage section of the ballot box.
34. The precinct count unit will accept a ballot containing a write-in vote without indicating to those present that a write-in ballot has been cast, thereby protecting the secrecy of the ballot. Describe how the unit handles a write-in ballot.
35. Describe the message(s) and manner(s) by which the precinct count unit communicates to the voter and poll worker that the ballot is being or may be returned, and the message(s) and manner(s) by which the unit communicates the reason the ballot is being or may be returned.
36. Describe the precinct count unit's ballot handling devices, including all components required to accept the ballot, move it through the read station(s) and transfer the ballot to different compartments within the ballot box. Vendor must specify ballot handling speed.
37. Describe the precinct count unit, including but not limited to portability, construction material, height, weight, width, depth, and electrical components.
38. Describe the ballot box, including but not limited to portability, construction material, height, weight, width, depth, any electrical components, and the number of ballots that can be held in each compartment.
39. Describe features that minimize storage space. Indicate whether the box may be broken down or nested, and those dimensions. Indicate if the ballot box can be stacked, and if stackable, the maximum number of units that can be stacked and total height of that stack.

Accessible Voting Equipment

40. Describe the procedure, step by step, that a poll worker will perform in order to activate the accessible voting unit so that it will be able to read and mark ballots.
41. Indicate whether during the conduct of the election, the accessible voting unit records the following: (1) a timed audit trail of all voter activity other than the printing of a correctly marked ballot, and (2) a timed audit trail of any error messages including but not limited to down time, jammed ballots, equipment failures, power outages, and equipment re-activation/deactivation. Indicate whether the printed report is generated in real time or at the close of the polls. Provide a sample of the printed report so generated.
42. Describe which error and status messages become part of the audit record and include samples.
43. Describe components of the accessible voting unit, if any, that must be replaced or monitored during the time the polls are open.
44. Indicate how the accessible voting unit indicates to the poll worker and/or voter that a jammed or misfed ballot has not been read. A jammed or misfed ballot is one that has not been completely

read by the unit.

45. Describe the message(s) and manner(s) by which the accessible voting unit communicates to the voter and poll worker that the ballot is being or may be returned, and the message(s) and manner(s) by which the unit communicates the reason the ballot is being or may be returned.
46. Describe the accessible voting unit's ballot handling devices, including all components required to accept the ballot and move it through the read station(s). Vendor must specify ballot handling speed.
47. Describe the accessible voting unit, including but not limited to portability, construction material, height, weight, width, depth, and any electrical components.
48. Describe features that minimize storage space. Indicate whether the unit may be broken down or nested, and those dimensions. Indicate if the unit can be stacked, and if stackable, the maximum number of units that can be stacked and total height of that stack.
49. Describe all procedures and methods, step by step, of marking a ballot using the accessible voting unit.
50. Describe all features that can be used to assist voters in the marking of a ballot.
51. Describe how a voter can verify votes marked on the accessible voting unit and indicate whether a marked ballot can be fed into the accessible voting unit for verification of votes cast.

Ballot On-Demand Printer Systems

52. Describe the speed at which one-sided ballots are printed and the speed at which two-sided ballots are printed. Indicate speeds as "ballots per minute".
53. Describe all ballot on-demand printer system components and how they operate during ballot on-demand printing.

Ballot Printing

54. Describe ballot specifications, including but not limited to ballot stock weight, acceptable ballot colors, and exact ballot measurements necessary for efficient operation of the following System components: precinct count units, accessible voting units, and mail ballot counting units.

Mail Ballot System

55. Describe the procedures and list the types and quantities of equipment that will be needed to tabulate mail ballots.
56. Indicate whether the counting device will read ballots that have been folded without any special preparation or treatment to the ballots other than manually unfolding the ballot. Attach samples of ballots that are folded and can be read.
57. Describe the number of ballots per minute that can be tabulated on each piece of equipment if

ballots had been folded and if non-folded.

58. Describe the method by which the device tabulates write-in votes.
59. Describe the method by which the device handles over-votes.
60. Indicate whether vendor will replace or repair all defective hardware, software, and firmware for the mail ballot system at no extra cost to the State during the term of this contract.

Election Tabulation and Report Generation

61. Describe the procedure, step by step, that a poll worker will perform in order to close the precinct count unit so that it will provide the results of precinct voting at the close of the polls.
62. Describe the manner by which information will be printed directly from the precinct count unit clearly identifying the items contained in the audit trail. Descriptions must include, the arrangement of results on the printout clearly identifying the candidates with their political parties, offices sought including title of office and district number if applicable, and respective totals, and clearly listing other information such as the number of write-in votes cast in a race. Also include details such as the width of the printout and the colors in which the information may be printed.
63. Attach a sample of the printout obtained from the precinct count unit at the close of the polls, together with a copy of the voted ballot that produced the printout. Printout should include opening and closing information; a timed audit trail of any error messages including but not limited to down time and jammed ballots; a timed audit trail of all voter activity other than the casting of a correctly voted ballot, including but not limited to the return of an over-voted ballot or blank ballot.
64. Describe in detail how the operator of the regional tabulation equipment can input the information obtained from the precinct count units.
65. Describe how regional and precinct totals can be transmitted to and tabulated at the central tabulation location, including but not limited to required equipment, phone lines, modem needs and other transmission methods.
66. Describe the security measures used during the transmission of election results from the regional tabulation equipment to the central tabulation equipment and, if applicable, from the precinct count unit to the regional tabulation equipment/central tabulation equipment to ensure the avoidance of the intentional/unintentional altering of results.
67. Describe testing methods used to ensure the accurate transmission of election results from the regional tabulation equipment to the central tabulation equipment and, if applicable, from the precinct count unit to the regional tabulation equipment/central tabulation equipment to ensure the avoidance of the intentional/unintentional altering of results.
68. Provide the exact citations to the federal test report certifying that the system contains the following:
 - Devices necessary to perform the function of interpreting the image of the voted

- ballot
 - Ability to assign votes to the proper memory registers
 - Ability to reliably read ballots that contain vote marks meeting reasonable criteria for placement, size, and intensity
 - A rejection rate of voted ballots that does not exceed one (1) percent.
69. Describe how information can be transferred from the central tabulation site to the municipal boards of canvassers. Include details about how mail ballot totals can be transmitted from the central tabulation site to the appropriate municipal board of canvassers for statewide elections, including required equipment, phone lines, modem needs, and other transmission methods as applicable.
 70. Indicate the error-free data retention period for the precinct count memory devices used to retain election results programs.
 71. Provide a list and an example of all reports available at the regional tabulation level and central tabulation level. Indicate at what point in the tabulation process the report can be printed.
 72. Describe how election results can be electronically transmitted to the State Board of Elections' website at specified intervals at the close of polls.
 73. Describe the formats by which data collected at the precinct level, regional tabulation level and central tabulation level are able to be exported to an electronic storage device. A recommended format includes but is not limited to IEEE p1622 XML data format.
 74. Describe how all data/information created by the System will be transmitted to the State Board of Elections and the Department of State. Data/information includes, but is not limited to audit logs, ballot images, and any other data/information the System produces.
 75. Indicate the procedures for the State Board of Elections to retrieve any information on the central tabulation equipment.

Implementation and Staff Qualifications (20 points)

Implementation

1. Vendor will supply a detailed plan, including timetable, for implementing and installing an optical scan precinct count paper ballot tabulation system and all related equipment as requested by this proposal based upon a contract award being made in or around November, 2015. The delivery timetable must be sufficient to allow for complete testing and set up so that the entire System is ready for use for the 2016 election schedule commencing with the presidential preference primary to be held on April 26, 2016.
2. Vendor will provide a listing of all major components of the implementation and work plan and projected start and completion dates/times. The work plan description will include a detailed proposed project schedule with timeframe (by task and subtask), a list of tasks, activities, and/or milestones that will be used to mark the progress of the project.

3. Vendor will describe and justify the approach proposed to be taken for each task and the technical issues that will or may be confronted at each stage of the project, the assignment of staff members, subcontractors and support organizations and the concentration of effort for each, and the attributable deliverables for each.

Organization and Staffing

4. List a single contact who will coordinate all phases of the project, including but not limited to: information gathering, installation, maintenance, training and warranty. Supply the resume or a statement of prior experience and qualifications for said individual.
5. Vendor will identify all other staff proposed as members of the project team including all technicians, supervisory and management individuals, and the duties, responsibilities, and concentration of effort which apply to each. Vendor will also supply resumes, curricula vitae, or statements of prior experience and qualifications for said individuals. This is in addition to other requests for information as required throughout this proposal.
6. Vendor will identify all subcontractors who will be providing services, System components and related hardware, software, and firmware or staff in connection with this contract. Identify the duties, responsibilities, and concentration of effort which apply to each. Vendor will also supply resumes, curricula vitae, or statements of prior experience and qualifications for said individuals employed by subcontractors as the case may be. This is in addition to other requests for information as required throughout this proposal.
7. Vendor will identify all support organizations that will be providing services, System components and related hardware, software, and firmware or staff in connection with this contract. Identify the duties, responsibilities, and concentration of effort which apply to each. Vendor will also supply resumes, curricula vitae, or statements of prior experience and qualifications for said individuals employed by support organizations. This is in addition to other requests for information as required throughout this proposal.

Previous Experience and Background (15 points)

Previous Experience and Background – Equipment Vendor

1. Provide the history of the proposed System, including whether the System proposed is the latest version of the equipment available that has been fully tested and currently in distribution.
2. Describe how long the proposed System equipment has been in distribution and the anticipated future availability of all System equipment proposed.
3. Provide a brief history of the System equipment manufacturer, including information that will demonstrate that the manufacturer has the necessary facilities, abilities, and experiences in the field of elections necessary to complete this contract.
4. Provide a comprehensive listing of current users including a description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units and accessible voting units. Special attention will be given to experiences with contracts for the same or similar

number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

5. If the vendor is not the manufacturer, describe the relationship between the vendor and the manufacturing company and the length of time this relationship has been in place.
6. If any subcontractors or support organizations will be used in the sale or installation or service of the Rhode Island System, list the subcontractors with the terms and conditions of their contract and provide a brief history including information that will demonstrate that the subcontractor or support organization has the necessary facilities, abilities, and experiences in the field of elections necessary to complete this contract.
7. For each subcontractor or support organization listed above, provide a comprehensive listing of current users including a brief description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units where said subcontractor or support organization has performed comparable work. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

Previous Experience and Background – Full Service Provider

8. Provide a comprehensive listing of *current* full service users including a description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.
9. Provide a comprehensive listing of *previous* full service users including a description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.
10. If the vendor is not the full service provider, describe the relationship between the vendor and the full service provider and the length of time this relationship has been in place.
11. If any subcontractors or support organizations will be used to provide any of the components of the full service contract in Rhode Island, list the subcontractors with the terms and conditions of their contract and provide a brief history including information that will demonstrate that the subcontractor or support organization has the necessary facilities, abilities, and experiences in the field of elections necessary to complete this contract.
12. For each subcontractor or support organization listed above, provide a comprehensive listing of current users including a description of the project detailing the full service needs, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting

units where said subcontractor or support organization has performed comparable work. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

Live Demonstration (10 points)

The State intends to conduct live demonstrations during the Evaluation and Selection period. The demonstrations allow for vendors to display and demonstrate their System equipment and processes to the Technical Review Committee.

Vendors will demonstrate applicable System components during this period.

Financial Stability (5 points)

1. Provide information regarding the financial resources and business background of the vendor including audited financial statements covering the previous five (5) years. If the vendor is not the manufacturer of the System equipment, the vendor must also submit the manufacturer's audited financial statements covering the previous five (5) years with the bid. In the event that either the vendor or manufacturer has been in existence for less than five (5) years, then that entity must submit an audited financial statement for each and every year that they have been in existence.
2. Vendor must also include its most recent financial records for the current fiscal year not reflected in the audited financial statements previously requested in this proposal.

SECTION 5: COST PROPOSAL

The State is seeking proposals allowing for the option of purchasing, leasing with an option to purchase, or renting the Voting System equipment. As described herein, the proposals should include a price matrix describing the costs for each of the acquisition options stated above. Vendors must include System component costs within the quotes for each term, ballot on-demand printer system and pricing models contained in Tables 1-4 on the Appendix C: Cost Form. Vendor will also provide cost itemization per unit for each System component in Table 5 on the Appendix C: Cost Form that was used in calculating the costs in Tables 1-4 of the Appendix C: Cost Form

The purpose of this price matrix is to determine the full acquisition cost of all System equipment and services needed to run all elections on the vendor's equipment, to analyze the cost of any options, and to identify all costs that will be incurred in the future use of the equipment.

To determine the start and end dates and the elections covered please refer to the election calendar in Appendix A: List of Regularly Scheduled Elections for the Period of the Contract. Use Appendix C: Cost Form to list cost proposals.

1. Purchase with Full Service for the following term of years (with 50 ballot on-demand printer systems):
 - 8 years
 - 10 years
2. Lease with an Option to Purchase over the following term of years with Full Service during each year (with 50 ballot on-demand printer systems):
 - 8 years
 - 10 years
3. Rent for the following term of years with Full Service during each year (with 50 ballot on-demand printer systems):
 - 8 years
 - 10 years
4. Purchase with Full Service for the following term of years (with 1,100 ballot on-demand printer systems):
 - 8 years
 - 10 years
5. Lease with an Option to Purchase over the following term of years with Full Service during each year (with 1,100 ballot on-demand printer systems):
 - 8 years
 - 10 years
6. Rent for the following term of years with Full Service during each year (with 1,100 ballot on-demand printer systems):
 - 8 years
 - 10 years
7. Indicate costs per unit for each System component.

SECTION 6: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state and local agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of State reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Mandatory/Minimum Requirements	Pass/Fail
System/System Equipment Evaluation	20 Points
Implementation and Staff Qualifications	20 Points
Previous Experience and Background	15 Points
Live Demonstration	10 Points
Financial Stability	5 Points
Total Possible Technical Points	70 Points
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
Total Possible Points	100 Points

*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

SECTION 7: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP #7549934** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus seven (7) copies**) should be mailed or hand-delivered in a sealed envelope marked "**RFP#9549934 VOTING EQUIPMENT SYSTEM**" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. One completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate Technical Proposal** describing the system/system equipment, implementation and staff qualifications, previous experience and background, and financial stability of the applicant and experience with and for similar projects, and all information described earlier in this solicitation, including a completed and signed **Appendix B: Mandatory/Minimum Requirements Compliance Matrix** form.

4. **A separate, signed and sealed Cost Proposal** using Appendix C: Cost Form to provide costs described in Section 5 Cost Proposal.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State’s General Conditions of Purchases/General Terms and Conditions can be found at the following URL:
<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

APPENDIX A: List of Regularly Scheduled Elections for the Period of the Contract

2016:

April	Presidential Preference Primary
September	Statewide Primary
November	Statewide Election

2018:

September	Statewide Primary
November	Statewide Election

2020:

April	Presidential Preference Primary
September	Statewide Primary
November	Statewide Election

*2022:

September	Statewide Primary
November	Statewide Election

**2024:

April	Presidential Preference Primary
September	Statewide Primary
November	Statewide Election

* Indicates final election cycle under an eight (8)-year contract

** Indicates final election cycle under a ten (10)-year contract

APPENDIX B: Mandatory/Minimum Requirements Compliance Matrix

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of State is soliciting proposals from qualified vendors to provide **VOTING EQUIPMENT SYSTEM** in accordance with the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at: <http://www.purchasing.ri.gov> .

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding "Yes" and Exceeds Specifications, Provide Specifications
<p><u>Mandatory Tabulation System Equipment Requirements:</u></p> <ol style="list-style-type: none"> 1. Ballot generation subsystem 2. 590 optical scan precinct count units with corresponding ballot boxes 3. 400 additional ballot boxes 4. Regional tabulation equipment at 39 sites 5. Central tabulation equipment sufficient to compile results as indicated in the request for proposals 6. Two mail ballot counting systems each with the ability to count approximately 250,000 ballots cast by mail ballot voters <p>Items 1-6 listed above are hereby referred to as "Tabulation System equipment".</p>		
<p><u>Mandatory Accessible Voting Equipment Requirements:</u></p> <ol style="list-style-type: none"> 1. 590 accessible voting units 2. Corresponding tables 3. Security covers 4. Any other ancillary equipment 		
<p><u>Mandatory Ballot On-Demand Printer System Equipment Requirements:</u></p> <p>Proposals will include separate quotes for:</p> <ol style="list-style-type: none"> 1. 50 ballot on-demand printer systems 2. 1,100 ballot on-demand printer systems 		
<p><u>Other Requirements:</u></p>		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
1. Proposed Tabulation System, accessible voting equipment, and ballot on-demand printer systems (collectively referred to as “System”) will include delivery, installation, implementation, support and maintenance of all components of the System, which includes, but is not limited to the hardware, software, firmware and associated equipment.		
2. Proposal will include a trade-in credit and disposal of the State’s current voting equipment. Currently, the State possesses: 693 precinct count units, 1,008 ballot boxes, 649 accessible voting units, and 645 accessible voting unit tables.		
3. The delivery timetable must be sufficient to allow for complete testing and set up so that the System is ready for use for the 2016 election schedule, commencing with the presidential preference primary to be held on April 26, 2016.		
4. Proposal will also include a full service agreement with the vendor for the term of the contract.		
5. The State is seeking proposals allowing for the option of purchasing, leasing with an option to purchase, or renting the System equipment. Proposals should include a price matrix describing the costs for each of these acquisition options and will be itemized by System component.		
6. Vendor acknowledges that the State reserves the right to not move forward with the purchase of individual components of the System.		
7. Vendor acknowledges that the State will rely on and will consider in evaluating proposals the expertise, experience, ability and capability of the vendor. Vendor must demonstrate proof of experience in the field of elections including but not limited to years of experience with optical scan systems. Vendor must have experience with a jurisdiction having the same or similar number of optical scan precinct count units as being provided in Rhode Island and having similar full service needs as the State of Rhode Island.		
<u>System/System Equipment Requirements</u>		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
General Description 1. The Tabulation System equipment, which includes coding and programming equipment; optical scan precinct count units; regional tabulation equipment; central tabulation equipment and; central mail ballot counting equipment, and accessible voting equipment and ballot on-demand printer systems will be in operation for any elections scheduled in Appendix "A" to be held after April 1, 2016, and for all other Title 17 (Rhode Island General Laws) elections for the term of the contract.		
2. All System equipment proposed is newly manufactured and not reconditioned or refurbished in any way.		
3. The successful vendor will install, to the satisfaction of the State Board of Elections and the Department of State, all System equipment hardware, software and firmware set forth by the vendor in “Implementation and Staff Qualifications” on page 27 of the request for proposals.		
4. All proposed System equipment is readily available, and similar systems are currently operating in other jurisdictions in an elections environment. Any responses proposing "future releases" of equipment will be considered non-responsive and eliminated from consideration.		
5. All System equipment provided to the State of Rhode Island under the terms of this contract is for the exclusive use of the State of Rhode Island during the term of the contract.		
6. The System components eligible for certification are certified as compliant with Elections Assistance Commission standards by a Voting System Test Laboratory (VSTL).		
7. At the end of the contract term, the State will have the ability, as applicable, to purchase all current hardware, software, firmware and licenses.		
8. The System supports a minimum of 459 polling places with the ability to add more polling places in the		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
future. Vendor will supply additional precinct count units at a cost proportional to the cost of this proposal, pro-rated for the remaining years of the contract.		
9. All necessary programming and tabulation software will be provided to run the System in accordance with the required specifications. Any software updates during the term of the contract will not be charged to the State.		
Election Preparation 10. The vendor provides the State with all hardware, software, and firmware necessary to prepare and code all elections either with or without vendor assistance.		
11. The proposed System software provides the following general features: <ul style="list-style-type: none"> • Security available at system level • Ability to store data from past elections and access that data • Audit trails that capture transmission of election results • Ability to work on multiple elections while maintaining individual election security 		
12. The ballot generation subsystem generates and maintains an administrative database containing the definitions and descriptions of political subdivisions and jurisdictions.		
13. The ballot generation subsystem includes all necessary provisions for security and access control.		
14. The ballot generation subsystem generates and maintains a candidate and contest database and can generate properly-formatted ballots and software for each precinct count voting unit and accessible voting unit.		
15. The ballot generation subsystem ensures that ballots are properly-formatted for each polling place within the jurisdiction.		
16. The ballot generation subsystem can create newly-defined elections, retain previously defined formats in		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
that election, and can modify a previously-defined ballot format.		
17. The ballot generation subsystem allows for text that appears on multiple ballot styles to be entered into the system once and subsequently shared between ballot styles without the need to re-enter that information.		
18. The ballot generation subsystem includes ballot design features. Races and questions can be easily moved within and between front and back sides of the ballots. In addition, ballot text on races, candidates and questions can be easily modified.		
19. The ballot generation subsystem provides a location for the logical definition of the ballot, including the definition of the number of allowable choices for each office and contest, and for the selection of various voting options.		
20. The ballot generation subsystem can generate sufficient distinct ballot formats to accommodate the requirements of the State of Rhode Island in conducting federal, state, and municipal elections on the same ballot.		
21. Ballots will contain identifying codes or marks uniquely associated with each ballot format.		
22. The ballot generation subsystem can program each System component (listed in #1 of this section) in accordance with ballot requirements for the election that will include a method for validating the correctness of the ballot requirements and the ballot requirements’ installation in the equipment. The System can ensure that the software has been properly selected and installed for the election and that the software correctly matches the ballot formats that it is intended to process.		
23. The ballot generation subsystem can generate proofs of each ballot style on-site at the Department of State. Proofs will be exact replicas of the actual ballot to be voted upon, including ballot size, font size and layout of candidates, races and questions.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
24. The ballot generation subsystem can generate ballots on-site at the Department of State. Ballots so generated must be readable by the precinct count unit, accessible voting unit and the central mail ballot counting unit. Ballots so generated can be printed, at the discretion of the Department of State, in addition to the ballots to be ordered for actual use as polling place and mail ballots.		
25. Ballots generated from ballot on-demand printer systems will be programmed so they will be read and tabulated by precinct count units and central mail ballot counting units, and read and marked by accessible voting units.		
26. With respect to equipment readiness tests, each precinct count unit, accessible voting unit, central mail ballot counting unit, ballot on-demand printer system, and all regional tabulating equipment and central tabulating equipment will have provisions for verifying their proper preparation for an election, and that hardware, software, and firmware are operating correctly. Diagnostics must identify and pinpoint any unit malfunctions.		
27. Each precinct count unit and accessible voting unit can be tested to verify that it is in correct operational status. Tests include, at a minimum, the production of a diagnostic test record indicating that there are no hardware, software or firmware failures; identification of the units and their designated polling place location; and that the units are ready to be activated for voting. Testing can be performed using a predetermined set of voted test ballots as determined by the State Board of Elections, and using all potential ballot layout positions as active positions. The tabulation error rate measured by this criterion does not exceed one part in one million.		
28. The precinct count unit allows election officials to determine that no votes have been cast, for any candidate or on any question, before they open the polls on Election Day.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
29. The System is capable of integrating all System components.		
30. The System allows the operator at the state level to program and erase the portable memory devices.		
Precinct Count Unit and Ballot Box		
31. The precinct count unit plugs into a standard three prong, grounded electrical outlet.		
32. In the event of a power failure or machine malfunction, the ballot box can receive voted ballots without counting them, and provide secure storage for uncounted ballots.		
33. The ballot box secures voted paper ballots in a locked compartment(s).		
34. The precinct count unit contains an internal battery power source that, in the event of loss of power, permits the unit to continue normal operations for a minimum of two consecutive hours.		
35. All precinct count units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes.		
36. Precinct count units and their components are designed so as to eliminate hazards to personnel or to the System equipment itself. System equipment is designed to meet or exceed the appropriate requirements of the Occupational Safety and Health Act (OSHA).		
37. The precinct count units can read ballots marked with blue ink, black ink, and in pencil.		
38. The System allows the voter to place the marked ballot into the precinct count unit while providing for the privacy of the voted ballot during the time it is being handled by the voter.		
39. The System allows voters to initiate, at the precinct level, the optical scanning of ballots into a precinct count unit.		
40. The precinct count unit provides an audit trail that includes ballots marked by the voters, election night precinct printouts, and tabulating unit memory.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
41. The precinct count unit meets Elections Assistance Commission test standards for durability and drop tests.		
42. The precinct count unit incorporates appropriate physical barriers to prevent fraudulent manipulation of the vote recording, counting, and reporting processes. The design prohibits unauthorized access to any data associated with these processes.		
43. At the opening of the polls, the Tabulation System provides the poll worker with a means of activating the precinct count unit.		
44. All controls used by the voter and/or poll worker are conveniently located, using designs that are consistent with their functions, and are clearly labeled.		
45. The precinct count unit contains a public counter that clearly displays the number of ballots accepted and recorded.		
46. The precinct count unit prevents more than one ballot at a time from being entered into the unit.		
47. The precinct count unit reads the ballot in all four orientations (top side up, top side down, header in first, footer in first).		
48. The precinct count unit reads ballots voted on the front and back without the ballot being re-fed.		
49. The precinct count unit allows the voter to vote for all the candidates of one party, or for candidates of one or more other parties.		
50. The precinct count unit allows the voter to vote for as many persons for an office as the voter is lawfully entitled to vote for, but no more.		
51. The precinct count unit allows the voter to vote on any question the voter may have the right to vote on.		
52. The precinct count unit prevents the voter from voting for the same person more than once for the same office.		
53. The precinct count unit prevents an incorrect ballot style from being accepted.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
54. The precinct count unit allows for write-in voting and records the number of write-ins for each office, in each precinct.		
55. Ballots containing write-in votes are automatically identified and stored in a way that allows them to be counted separately while ensuring the privacy of the voter.		
56. The precinct count unit can immediately return to the voter an over-voted or unread ballot for voter correction.		
57. The precinct count unit allows an election official and/or voter to override the precinct count unit and accept a blank ballot, or an over-voted ballot, while allowing the offices and questions not over-voted to be counted by the precinct count unit.		
58. There is a ballot box at each polling place to receive and securely store the ballots; each ballot box restricts access to the ballots so that only authorized officials may access them.		
59. The precinct count unit is securely attached to the ballot box.		
60. The ballot box contains a lockable, accessible compartment for fully read and counted ballots.		
61. The ballot box contains a separate, lockable and accessible compartment that can receive ballots in the absence of electrical power.		
Accessible Voting Equipment 62. Accessible voting equipment complies with Help America Vote Act (HAVA), Americans with Disabilities Act (ADA) and Elections Assistance Commission (EAC) standards.		
63. One accessible voting unit will be placed in each of the polling places.		
64. The accessible voting unit plugs into a standard three prong, grounded electrical outlet.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
65. The accessible voting unit contains an internal battery power source that, in the event of loss of power, permits the unit to continue normal operations for a minimum of two consecutive hours.		
66. All accessible voting units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes.		
Ballot On-Demand Printer Systems 67. On-site, ballot on-demand printer systems can produce all ballot styles used in the State. Ballots can be one-sided and/or two-sided.		
Mail Ballot System		
68. The mail ballot system tabulates the same type of ballots used in the polling place.		
69. The mail ballot system includes high-speed mail ballot vote tabulation equipment.		
70. The mail ballot system can read mail ballots that have been fed in a random order.		
71. The mail ballot system can read mail ballots marked with blue ink, black ink, and in pencil.		
72. The mail ballot system can integrate into the regional tabulation and central tabulation systems for compiling tabulation totals.		
73. The mail ballot system includes a user interface to securely access the administrative functionality of the unit as required for the setup, operation, and closing of the unit.		
74. The mail ballot system reads the ballots in all four orientations (top side up, top side down, header in first, footer in first).		
75. The mail ballot system accepts one-sided ballots and two-sided ballots.		
76. The mail ballot system identifies ballots that contain one or more over-votes.		
77. The mail ballot system identifies ballots that contain one or more write-in votes.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
78. All mail ballot counting units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes.		
Election Tabulation and Report Generation		
79. The State can, either with or without vendor assistance, set up or utilize the precinct count units, regional tabulation devices and central tabulation devices.		
80. The Tabulation System interprets the image of the voted ballot and assigns votes to the proper memory registers. This Tabulation System reliably reads ballots that contain vote marks meeting reasonable criteria for placement, size, and intensity. The rate of rejection of voted ballots does not exceed one (1) percent.		
81. Precinct count unit memory devices used to retain election results programs can retain error-free data.		
82. The processing subsystem, which consists of the hardware, software, and firmware required to accumulate voting data for all candidates and questions within voting devices and to consolidate the voting data at a regional and central level, can maintain and generate multiple copies of audit records, detect and disable improper use of operation of the Tabulation System, and monitor overall status.		
83. The Tabulation System can maintain and readily display or print a systems log of all processes occurring during the election tabulation.		
84. Each precinct count unit can accommodate all ballot styles in the State.		
85. During the time the poll is open for the casting of ballots, the manner of obtaining the vote tally will not be visible or capable of being activated unintentionally.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
93. Precinct count unit memory devices can be transmitted to regional tabulation centers at each of the 39 municipal boards of canvassers, or to the statewide tabulation center, where the devices can be read and tabulated. The Tabulation System also securely transmits precinct results to a regional or statewide tabulation center.		
94. During a statewide election, the totals from each city/town hall or precinct will be securely transmitted to a central tabulation center (State Board of Elections) and/or a city/town hall.		
95. All data collected at the precinct, regional and central tabulation levels can be exported to an electronic storage device in a variety of formats. Data will be the sole property of the State.		
96. Vendor provides and installs hardware, software, and firmware for the central tabulation site and regional tabulation sites, provided, however, that electrical outlets, telephone outlets and Internet connection will be the responsibility of the regional or central site.		
97. Vendor ensures that central and regional hardware, software, and firmware are in proper working condition before each election in which it is to be used.		
<p><u>Full Service Requirements</u></p> <p>Programming and Coding</p> <p>1. Vendor will provide a sufficient number of technicians to enter all data and information required for the programming and coding of ballots to be used in Rhode Island. This data entry will include all information necessary for ballots to be printed for each election, including but not limited to voting districts, ballot styles, candidates, races, questions, and any other information required for the preparation of a ballot.</p>		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
2. Vendor will perform required programming, coding, and/or data entry on-site at the Department of State. For elections other than those listed in Appendix "A", the vendor may perform required programming, coding, and/or data entry at a location chosen by the vendor and the Department of State.		
3. Vendor will provide assistance on-site at the Department of State during the programming and coding process for preparation of precinct count unit memory devices, and generation of ballot proofs. Vendor will also provide local, on-site assistance as needed for ballots printed on-demand.		
4. Vendor will provide a qualified/certified technician, who will be present in the State of Rhode Island for the term of the contract, for the purpose of assisting with programming, coding, ballot generation, precinct count unit preparation, accessible voting unit preparation, central mail ballot counting unit preparation, ballot on-demand printer system preparation and result tabulation and certification.		
5. Vendor will perform all necessary diagnostics and testing on the equipment necessary for the programming and coding of ballots, the generation of ballot proofs and ballot on-demand printing, and the preparation of precinct count unit memory devices, mail ballot counting devices and accessible voting units prior to each election in which said equipment is to be used.		
Precinct Count Unit and Accessible Voting Unit 6. Prior to each election, the vendor will conduct any pre-election testing necessary to ensure the accurate operation of each precinct count unit and accessible voting unit. Vendor will perform pre-election testing under the supervision of, and according to regulations established by the State Board of Elections. Vendor will conduct pre-election testing at the facility determined by the State Board of Elections.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
<p>7. Vendor will test each unit to confirm information contained on each device coincides with information necessary for a particular polling place. Vendor will also test each precinct count unit to confirm that each unit is able to read and record votes cast on a set of voted test ballots prepared by the vendor. Vendor will also test each accessible voting unit to confirm information contained in each unit coincides with information necessary for a particular polling place. The precinct count units and accessible voting units can operate with an aggregate failure rate of one (1) percent or less for all units deployed during acceptance testing, mock election, and Election Day. Testing procedures are to be conducted under the supervision of, and according to regulations established by the State Board of Elections. The vendor will record the activities of these testing sessions on forms prescribed by the State Board of Elections. Testing will begin no sooner than twenty-eight (28) days before the election and will end not later than the third (3rd) day before the election. Vendor will provide sufficient technicians so that up to seven (7) tests can be conducted simultaneously.</p>		
<p>8. Vendor, with the State Board of Elections, will prepare and check each precinct count unit and accessible voting unit to ensure that all consumables and equipment necessary for operation of units are properly installed and of sufficient quantity to allow for the entire conduct of the election.</p>		
<p>9. Vendor, with the State Board of Elections, will seal precinct units and accessible voting units.</p>		
<p>Election Day</p> <p>10. Vendor will provide and maintain a complete supply of necessary replacement parts for use on Election Day as needed.</p>		
<p>11. Vendor will provide on-site post-election support for any ballot recounts required under state law.</p>		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
12. Vendor will make available any and all staff who may be called to testify on the preparation and conduct of the election during hearing proceedings.		
Return, Storage and Maintenance of Equipment		
13. It will be the responsibility of the vendor to retrieve any equipment related supplies from municipal boards of canvassers, as determined by the State Board of Elections, and return them to the State Board of Elections’ storage facility.		
14. All units will be stored, prepared and tested at a location designated by the State Board of Elections. The vendor will have appropriate access to and maintain appropriate access controls for, the storage area of the facility designated by the State Board of Elections.		
15. Vendor will be responsible for the pre-election preparation and post-election maintenance of the precinct count units, accessible voting units, ballot on-demand printer systems and central mail ballot counting equipment. At the conclusion of each statewide election, the vendor will inspect and make any and all necessary repairs and replacements to the voting equipment and certify to the State Board of Elections that all equipment is in good working order. Inspection procedures, replacement parts, and dates performed will be recorded and kept on file in a manner to be determined by the State Board of Elections.		
Training		
16. Vendor will train on-site, up to two (2) members of the staff of the Department of State, as determined by the Department of State, in the coding and data entry necessary for laying out the ballot, generating the ballot and programming the corresponding device. Vendor will provide re-training, as needed, before each statewide election cycle.		

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
22. Vendor will provide manuals that must include, at a minimum, the Election Day procedures, operation of voting devices, operation of tabulating and programming equipment, testing procedures, printing ballots and voter education.		
23. Vendor will provide, in electronic format, all manuals and checklists for use during the term of the contract to the following offices: State Board of Elections, Department of State, and each of the 39 municipalities.		

Having examined all matters referred to in Appendix B: Mandatory/Minimum Requirements Compliance Matrix for RFP# 7549934 we the undersigned, hereby indicate that we comply with all mandatory/minimum requirements set forth above.

Name and Company

APPENDIX C: Cost Form

Page 1 of 2

The State is seeking proposals allowing for the option of purchasing, leasing with an option to purchase, or renting the Voting System equipment. As described herein, the proposals should include a price matrix describing the costs for each of the acquisition options stated above. Vendors must include System component costs within the quotes for each term, ballot on demand printer system and pricing models contained in Tables 1-4 on the Appendix C: Cost Form. Vendor will also provide cost itemization per unit for each System component in Table 5 on the Appendix C: Cost Form that was used in calculating the costs in tables 1-4 of the Appendix C: Cost Form

Table 1 - 8-Year Term **Cost Proposal Total**

Purchase with Full Service (with 50 Ballot On-Demand Printer Systems)	
Lease with an Option to Purchase with Full Service during each year (with 50 Ballot On-Demand Printer Systems)	
Rent with Full Service during each year (with 50 Ballot On-Demand Printer Systems)	

Table 2 - 10-Year Term **Cost Proposal Total**

Purchase with Full Service (with 50 Ballot On-Demand Printer Systems)	
Lease with an Option to Purchase with Full Service during each year (with 50 Ballot On-Demand Printer Systems)	
Rent with Full Service during each year (with 50 Ballot On-Demand Printer Systems)	

Table 3 - 8-Year Term **Cost Proposal Total**

Purchase with Full Service (with 1,100 Ballot On-Demand Printer Systems)	
Lease with an Option to Purchase with Full Service during each year (with 1,100 Ballot On-Demand Printer Systems)	
Rent with Full Service during each year (with 1,100 Ballot On-Demand Printer Systems)	

Table 4 - 10-Year Term **Cost Proposal Total**

Purchase with Full Service (with 1,100 Ballot On-Demand Printer Systems)	
Lease with an Option to Purchase with Full Service during each year (with 1,100 Ballot On-Demand Printer Systems)	
Rent with Full Service during each year (with 1,100 Ballot On-Demand Printer Systems)	

APPENDIX C: Cost Form
Page 2 of 2

Table 5 - System component

Indicate cost per unit

Coding and programming equipment	
Precinct count unit	
Ballot box	
Regional tabulation equipment	
Central tabulation equipment	
Central mail ballot counting equipment	
Accessible voting equipment	
Ballot on-demand printer system equipment	

APPENDIX D: Contract Template

STATE OF RHODE ISLAND

VOTING EQUIPMENT SYSTEM

REQUEST FOR PROPOSALS (RFP) – VENDOR AGREEMENT FORM

DATED: _____

RFP NO: _____

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VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is entered into as of the ____ day of _____, 2015 between the STATE OF RHODE ISLAND (the “State”) and _____, a _____ [corporation, LLC] with an address of _____ (“Contractor”).

In exchange for the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Contractor hereby agree as follows:

Section 1. Scope of Agreement

This Agreement sets forth the terms pursuant to which the State shall acquire electronic voting systems and equipment including, but not limited to, all integral component equipment and hardware (hereinafter sometimes referred to as “hardware” or “equipment”) and software and firmware (“software”), together referred to as the “System”; together with all warranties, maintenance, or other support services (“Services”) plus any materials, consumables and supplies (“supplies”) necessary to ensure the System or any component thereof is able to operate at all times in accordance with all original equipment manufacturer operating standards and performance specifications pursuant to that certain Request for Proposals from the State dated _____, 2015 and identified as RFP No. _____ (“RFP”), a copy of which is attached hereto as Exhibit A and Contractor’s response thereto (“Contractor’s Response”) a copy of which is attached hereto as Exhibit B.

Section 2. Term and Period of Performance

The term of this Agreement begins on the date set forth above following any governmental approvals for the State, including approval by the State’s Governor and General Assembly, if such approval is required. The Contractor shall provide services and supplies under this Agreement for a term of approximately _____ (____) years beginning _____ and ending on _____ (the “Term”).

[Further, this Agreement may be extended for two (2) option periods of ____ years each at the sole discretion of the State and at the prices and terms set forth herein.]

Section 3. System Performance, Pricing and Payment Terms

Contractor shall provide the System and Services pursuant to the System and Services schedules attached hereto as follows:

System Components Schedule	<u>Exhibit C</u>
Services Schedule	<u>Exhibit D</u>
System and Services Pricing Schedule	<u>Exhibit E</u>
System and Services Delivery Calendar	<u>Exhibit F</u>
Mock Election and Testing Procedure	<u>Exhibit G</u>
System and Services Acceptance Procedure	<u>Exhibit H</u>
Certificate of Acceptance	<u>Exhibit I</u>

Payment Schedule and Procedure	<u>Exhibit J</u>
Performance Bond	<u>Exhibit K</u>

Payment by the State to the Contractor shall be made in accordance with the terms of this Agreement and the Payment Schedule and Procedure attached hereto as Exhibit J.

Section 4. Inspection, Testing and Conditions of Acceptance

Contractor is to furnish and make operational for testing all Systems and Services in accordance with the procedures set forth on Exhibit F and as otherwise set forth herein. All Systems and Services are subject to inspection and testing by the State, and any that does not meet or exceed the specifications or other requirements of this Agreement may be rejected. The State shall be given seven (7) days from completion of installation by Contractor (or seven (7) days after delivery if installed by the State) to test, evaluate and accept any materials, equipment, software supplies and Services delivered or furnished under this Agreement (provided that the State, in its sole discretion, may accept the same prior to expiration to the seven (7) day period).

If the Systems or Services fail to meet the specifications of this Agreement or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Upon rejection and receipt of comments regarding such rejection, the Contractor will have fifteen (15) days to resubmit the rejected item to the State with all appropriate corrections or modifications made and/or addressed. The State will again determine whether the item is acceptable to it and provide a written determination within fifteen (15) days of receipt of the revised or amended item. If the item is once again deemed unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the State. In the event of a third rejection, the State may terminate the Agreement and if terminated exempt the State from all costs incurred by the Contractor.

Systems and Services shall be deemed accepted on the first day after successful completion of the acceptance-testing period, or the final acceptance of any ongoing Services provided. Acceptance is declared when the Systems, or any component thereof, are certified by the State for use. Upon request, the State shall provide Contractor with written confirmation of acceptance in the form set forth on Exhibit I. Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment. However, acceptance by the State following testing and evaluation during the seven (7) day period shall not be conclusive that the Systems or Services conform in all respects to the warranties or other specifications and other requirements set forth in this Agreement. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, then the Contractor shall take whatever action is necessary to conform the materials, equipment, software or services to the Agreement specifications and other requirements, including but not limited to modification or replacement of the same. Contractor's failure to do so shall constitute breach of this Agreement, for which the State may exercise the remedies provided herein, in addition to and not in lieu of any other remedies available to the State.

At the conclusion of any work performed, Contractor shall demonstrate that the Systems and Services are fully operational and work has been performed in compliance with all specifications and requirements set forth herein. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

Section 5. Title, Risk of Loss and Insurance

Until acceptance by the State of the System or Services or any component thereof, title and risk of loss to that which is delivered shall remain with Contractor. Contractor shall insure the System and Services provided hereunder against any loss or damage with standard “all-risk” coverage at the replacement value of such deliverables until acceptance by the State. Contractor also shall provide comprehensive liability insurance covering bodily injury with limits of not less than \$1,000,000, per person and \$1,000,000, per occurrence, covering any and all liability of the Contractor related to this Agreement, and property damage liability insurance with a limit of not less than \$1,000,000, per occurrence.

All insurance which the Contractor is obligated to maintain, shall be issued by insurance companies authorized to do business in the State. All insurance policies shall: (i) in form and substance be reasonably satisfactory to the State; (ii) be written as primary policy coverage, not contributing with, or in excess of any coverage carried by the State or another; (iii) name the State as a loss payee; (iv) except as otherwise provided for in this Agreement, contain an express waiver of the right of subrogation against the State; and (v) contain a provision that the insurer shall endeavor to give the State at least 30 days prior written notice of any termination or lapse of insurance coverage, reduction in insurance coverage, or material change in the terms of insurance.

The Contractor hereby indemnifies the State from and against any and all claims, charges, costs, demands, damages, fees, including reasonable attorneys fees, or other impositions of any kind whatsoever brought, alleged, made, filed or otherwise asserted in any manner against the State as a result of the Contractor’s performance of its obligations under this Agreement.

Section 6. Performance Bond

Prior to the commencement of the Term, Contractor shall provide the State with a fully executed and enforceable Performance Bond from a surety acceptable to the State in the form attached hereto as Exhibit K (the “**Performance Bond**”).

Section 7. Gross Maximum Price

Notwithstanding any terms or conditions to the contrary set forth in this Agreement, the gross maximum price the State shall pay to the Contractor for all Systems and Services provided hereunder shall not exceed an amount equal to _____ Dollars (\$_____).

Section 8. Rights to Records, Software, Licenses and Images

The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, including data prepared by the Contractor for purposes of this Agreement, shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor or any other party other than that specifically provided by this Agreement.

The Contractor agrees that at all times during the term of this Agreement and thereafter, works created as a deliverable under this Agreement, and Services performed under this Agreement shall be "works made for hire" as that term is interpreted under the copyright laws of the United States. To the extent that any products created as a deliverable under this Agreement are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Agreement, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Agreement.

The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

The State shall have the exclusive right to use, duplicate, and disclose any software, data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Agreement. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

Section 9. Patents, Copyrights, and Intellectual Property

If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items in connection with the System and Services and for any other purpose.

The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, trade secret or any other intellectual property right. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, copyright or any other intellectual property right, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated below.

If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

Notwithstanding anything to the contrary in this Agreement, to the extent (i) work performed or provided by the Contractor in connection with this Agreement (the Work Product) or (ii) Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-Party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Agreement and not solely using funds from this Agreement.

Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.

Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any third-party software in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.

Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its Subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this

Agreement as to any software or technology shall be construed as being inconsistent with the intent to not cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

Section 10. Confidentiality

Subject to the Rhode Island Access to Public Records Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be deemed confidential by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided that the data may be collected, used, disclosed, stored, and disseminated as provided by and consistent with the law. The provisions of this section shall not apply to information or documentation of the disclosing party that: (a) is lawfully in the public domain or is public record; (b) has been independently developed by the other party without violation of this Agreement; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law. The enforcement of these provisions of the Agreement by the State may not be satisfied by monetary damages, and as such, the State may seek injunctive relief against the Contractor and Contractor acknowledges hereby and agrees to the necessity of equitable relief to enforce the provisions of this section of the Agreement if such relief is sought by the State.

Section 11. Non-Discrimination

During the performance of this contract, the Contractor shall:

The Contractor will not discriminate against any subcontractor or employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for subcontractors and employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

Section 12. Representations and Warranties

Contractor hereby represents and warrants that each and every component of the Systems will be free of defects that would prevent the Systems from operating in conformity with the terms hereof in all material respects. If any Systems component fails to operate in conformity with its specifications during the Term hereof and for a period of two (2) years thereafter, Contractor shall provide a replacement for the component or, at the State's sole option, shall repair the component. The Contractor shall bear the shipping costs to return the malfunctioning component to Contractor, and Contractor shall bear the costs for standard shipping of the repaired or replaced component back to the State.

This warranty shall also include repair of damage resulting from transportation by the Contractor between sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of the State.

All parts used under this Agreement must be new parts. Parts that have been replaced shall become the property of the State.

The Contractor also represents, warrants and covenants to and with the State that all of its agents, employees, representatives and any person providing goods or services including the System and Services to the State shall be properly supervised and trained to provide such goods and services to the State without limitation.

Contractor represents and warrants that all of its operations and personnel related to the System and Services shall be in compliance with all federal laws and regulations, and all laws and regulations of the State, including but not limited to the Occupational Safety and Health Act, the State's purchasing and procurement law and regulations, including the State's minority business enterprise criteria, without limitation.

Section 13. Breach

In the event either party hereto fails to perform its obligations hereunder, such party shall be deemed in breach of this Agreement.

Section 14. Liquidated Damages

- a. If the Contractor does not provide or perform any of the requirements referred to or listed in this Agreement, that results in any delay, failure, cost, inconvenience or other diminution of performance or value of the System or Services to be provided to the State by Contractor pursuant to this Agreement, damage to the State will result.
- b. Proving such damage will be costly, difficult, and time consuming.
- c. In the event that the Contractor fails to perform under this Agreement, or the System or Services to be provided hereunder are not provided, or are provided but suffer from or are impeded by any delay, failure, cost, inconvenience or other diminution of performance or value of such System or Services or any component thereof, the State may impose liquidated damages in the amount of up to _____

Dollars (\$_____) for each Systems or Services component per day for each day or fraction thereof in excess of the scheduled date that the Systems or Services component has not performed.

- d. Liquidated damages shall become due within thirty (30) calendar days after written notification by the State. The State may, at its sole discretion, deduct liquidated damages from payments due to the Contractor. [The Contractor's surety shall be liable under the Performance Bond for liquidated damages assessed against the Contractor.]
- e. Nothing in this provision shall be construed as relieving the Contractor from performing all requirements of this Agreement, whether listed herein or not, nor is the State's right to enforce or to seek other remedies from failure to perform any other Agreement duty hereby diminished.
- f. Remedies of the State specified in this section or elsewhere in the Agreement for breach or failure of performance by the Contractor shall in no way limit any other remedies available to the State under this Agreement; under any statute or regulation; or at law or in equity including, without limitation, all remedies of a buyer under the Uniform Commercial Code or similar applicable law. All rights, powers and remedies shall be cumulative and concurrent. Any failure of the State to exercise a remedy shall not be a waiver of any breach or non-performance by the Contractor nor shall it prevent the State from later exercising that or any other remedy.
- g. If any portion of any provision on liquidated damages in this Agreement is determined to be unenforceable in one or more of its applications, the remaining portion remains in effect in all applications not determined to be invalid that are severable from the invalid applications. If any portion of this liquidated damages provision is determined to be unenforceable in total, the other portions shall remain in full force and effect.

Section 15. Non-Appropriation

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for performance of this Agreement, this Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the State from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

Section 16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the State may terminate this Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages.

Section 17. Termination At Will

The Agreement may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Section 18. Disclosures and Tax Compliance

The Contractor shall at all times during the term hereof comply with all State laws regarding financial and political contribution disclosures and file all necessary and required State and federal tax filings, returns and statements and pay any taxes due thereunder.

Section 19. Assignment and Subcontracting

This Agreement or any portion hereof shall not be assigned or subcontracted by Contractor without the express written consent of the State.

Section 20. Insolvency

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the State may immediately terminate this Agreement. If bankruptcy proceedings are commenced with respect to Contractor, and if this Agreement has not otherwise terminated, then the State may suspend all further performance of this Agreement until a trustee assumes this Agreement and provides adequate assurance of performance thereof or rejects this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by the State pending a Trustee's assumption or rejection shall not be a breach of this Agreement, and shall not affect the rights of the State to pursue or enforce any of its rights under this Agreement or otherwise.

Section 21. Document Retention and Audit Rights

The Contractor shall retain all drafts and copies of all work product and records produced, received, maintained or otherwise possessed by it including correspondence, invoices, statements, vouchers, memoranda, notes, documents, whether memorialized in paper medium or electronically, during the term of this Agreement with respect to this Agreement, and for a period of two (2) years after the expiration or termination of the term hereof. The State shall have the right to audit such work product and records during said period.

Section 22. Authorized Representative

Each of the State and Contractor shall at all times appoint an authorized representative who shall be the person authorized to receive and send communications on behalf of such party. As of the date hereof, the persons listed below are deemed the authorized representative of each the State and the Contractor, respectively, which may be changed by either party with notice to the other:

The State’s authorized representative:

Name: _____

Address: _____

Phone: _____

Email: _____

Contractor’s authorized representative:

Name: _____

Address: _____

Phone: _____

Email: _____

Section 23. Notices

All notices required or desired to be sent to the parties hereto shall be sent both by email and prepaid overnight express or hand-delivery with a receipt received therefor to the authorized representative, with a copy by the same means of delivery to:

If to the State:

_____ [Department of State]
_____ [Board of Elections]
_____ [Director, Dept. of Administration]

If to the Contractor:

Section 24. Choice of Law

This Agreement and all issues related hereto shall be governed by and interpreted pursuant to Rhode Island laws, rules, regulations and practices.

Section 25. Jurisdiction

The parties hereby agree that this Agreement is a Rhode Island contract, with the materials, services and parties performing substantially and materially in Rhode Island and any disputes between the parties, including litigation, shall be submitted to the courts of the State.

Section 26. Modification

This Agreement and the Exhibits attached hereto comprise the entire agreement of the State and Contractor with respect to the terms hereof and this Agreement may not be modified without the written agreement of the parties hereto, duly executed and delivered thereby.

Section 27. Survival of Terms

Audit, confidentiality, document retention, warranty and indemnification obligations of Contractor pursuant to the terms of this Agreement shall survive its expiration or termination.

*** Signature Page Follows ***

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

STATE OF RHODE ISLAND

By: _____
[Dept. of Admin.]

CONTRACTOR:

By: _____
Its: _____

SCHEDULE OF EXHIBITS

Exhibit A	-	RFP
Exhibit B	-	Contractor's Response to RFP
Exhibit C	-	System Components Schedule
Exhibit D	-	Services Schedule
Exhibit E	-	System and Services Pricing Schedule
Exhibit F	-	System and Services Delivery Calendar
Exhibit G	-	Mock Election and Testing Procedure
Exhibit H	-	System and Services Acceptance Procedure
Exhibit I	-	Certificate of Acceptance
Exhibit J	-	Payment Schedule and Procedure
Exhibit K	-	Performance Bond

All exhibits are incorporated in and made a part of the Agreement by reference therein and shall be interpreted as part of the Agreement for determining the intent of the parties with respect to the Agreement. In the event of any conflict between remaining terms of this Agreement and the RFP or Contractor's Response, the remaining terms of the Agreement shall prevail.

EXHIBIT A

RFP

EXHIBIT B

Contractor's Response to RFP

EXHIBIT C

System Components Schedule

EXHIBIT D

Services Schedule

EXHIBIT E

System and Services Pricing Schedule

EXHIBIT F

System and Services Delivery Calendar

EXHIBIT G

Mock Election and Testing Procedure

EXHIBIT H

System and Services Acceptance Procedure

EXHIBIT I

Certificate of Acceptance

Description of Systems or Services Reviewed: _____

Date of inspection: _____

Name of State representative performing inspection: _____

The State hereby certifies the Systems and Services reviewed set forth above is accepted, subject to the reservations and rights of the State set forth in the Agreement.

Name: _____

Date: _____

Signature: _____

EXHIBIT J

Payment Schedule and Procedure

EXHIBIT K
Performance Bond