

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

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SECTION 1 INTRODUCTION

1.1 Background

The Colorado Department of State (CDOS) is issuing this Request for Proposal (RFP) to select a Vendor or Vendors who can offer the best uniform approach to providing election hardware, software, support and services to all jurisdictions across the State of Colorado.

1.2 History of Voting System Procurement in Colorado

The selection and purchase of voting systems in the State of Colorado has historically been a responsibility of Colorado counties, which have the legal responsibility to conduct elections.

After the 2000 Presidential Election and the passage of the Help America Vote Act of 2002 (HAVA), federal funds became available to states for the purchase of voting systems. Funds were secured by the state and awarded to the counties for authorized equipment purchases.

Nearly all of the current voting system equipment in Colorado was purchased between 2002 and 2006 with HAVA funds. Counties were able to select equipment to purchase from the vendors who had equipment certified by the State of Colorado at that time.

With the Uniform Voting System (UVS) initiative, the Secretary of State has changed the approach for determination of what systems counties may purchase. Under this initiative, the Secretary of State's Office will authorize the systems that will be used in all 64 counties in Colorado.

This RFP process will result in the selection of the voting system components authorized in the UVS and will lead to a phased-in implementation over a period of a few years potentially beginning with the 2014 General Election.

Note: The 2009 Colorado Legislature placed a moratorium on purchase of "electronic" voting systems, until after the 2014 General Election, to allow the Secretary of State and local election officials the opportunity to evaluate what voting equipment is available that may be appropriate for Colorado's future voting needs. (Section 1-5-623, C.R.S.)

If any County chooses to implement the UVS in the November 2014 General Election, it may be considered a "pilot" election if the selected system contains electronic voting components.

1.3 Scope of the Uniform Voting System project

The UVS will consist of State-authorized components for election management, ballot production, vote capture, vote tabulation, automated signature verification, electronic ballot adjudication, and ballot tracking.

The overall UVS will expand beyond already implemented uniformity in systems that provide Ballot on Demand, electronic issuance and receipt of military and overseas (UOCAVA) ballots, and Election

Night Reporting, and may serve as a base for future uniformity, in other elections functions and processes.

The additional UVS components procured through this RFP will not necessarily be from a single vendor. There are several aspects to the overall UVS and the diversity of Colorado counties. Specifically, the needs of small, medium and large counties require consideration of scalability and performance.

Counties will determine, within yet to be defined timelines, when they will convert to the UVS. At that time, the systems will be available to them from the selected Vendor(s) at the State negotiated price.

Proposal evaluation will include several underlying principles which are essential to the establishment of a UVS in Colorado. These include:

- Transparency in the total operation of the system within the necessary security parameters.
- Scalability to accommodate Colorado's large, medium, and small counties.
- Integrity against fraud with demonstrable security and audit protections.
- Options for voting that perform well for all members of the voting population.
- Assurance that a cast ballot can not be identified with a voter.
- Cost-effective flexibility to meet new demands that may be imposed by legislation or rule.
- Considerations of the need to transport, set up, take down and store all associated equipment.
- Power and connectivity requirements that allow use in many different locations and settings.
- Cost effectiveness over time including maintenance, upgrades, etc.

1.4 Glossary

The following terms, acronyms and definitions are provided to facilitate understanding to the reader of this RFP. These terms may or may not be contained in the body of the RFP or RFP appendices.

RFP GLOSSARY	
Term or Acronym	Definition
Audio Ballot	A voter interface containing the list of all candidates and ballot measures upon which an eligible elector is entitled to vote in an election. It also provides the voter with audio stimuli and allows the voter to communicate voting intent to the voting system through vocalization or physical actions.

RFP GLOSSARY	
Term or Acronym	Definition
Audit Log	A system-generated record, in printed and/or electronic format, providing a record of activities and events relevant to initializing election software and hardware, access and modification of election parameters, initializing the tabulation process, processing voted ballots and terminating the tabulation process.
Ballot	A sheet of paper or a non-paper representation (see Electronic Ballot) that contains the candidates and ballot measures to be voted.
Ballot Adjudication	The process of visually examining a paper ballot or ballot image for the purpose of reviewing the voter’s marks, determining the voter’s intent, determining if the ballot as marked will be tallied as the voter intended, and if necessary, taking appropriate action either within the system or by duplicating the ballot, to assure that the ballot will be counted as the voter intended.
Ballot Batch	A group of ballots gathered into a batch for processing (e.g. a batch to be scanned).
Ballot Image	A corresponding representation in electronic form of the marks or vote positions of a cast ballot that are captured by a voting device or scanner.
Ballot Marking Device	An ADA accessible electronic device that allows users to vote independently, allows the voter to verify selections before casting the votes, and produces a paper trail, which is typically a machine marked paper ballot.
Ballot Measure	A ballot issue or ballot question as defined in sections 1-1-104 (2.3) and 1-1-104 (2.7), C.R.S.
Ballot Style	A specific ballot layout or content for an election. The ballot style is the presentation of the unique combination of contests and candidates for which the voter is eligible to vote. It includes the order of contests and candidates, the list of ballot positions for each contest, and the binding of candidate names to ballot positions within the presentation. Multiple precincts may use a single ballot style. Multiple styles may appear in a single precinct where voters are split between two or more districts or other categories defining voter eligibility for particular contests and candidates.
Blank Ballot	A blank ballot is one on which the voter has made no marks in any voting position, or has been marked with an unreadable marker, or is one which has been consistently marked outside of the “read” area of the ballot’s defined target area.

RFP GLOSSARY	
Term or Acronym	Definition
Candidate Race or Contest	A race between one or more candidates that appears on a ballot. A ballot can contain candidate races and/or ballot measures.
Central Count	A ballot counting process whereby cumulative voting totals are tabulated for multiple precincts and multiple ballot styles at a single location.
CDOS	The Colorado Department of State
Closed Network	A network structure in which devices are not connected to the internet or other office automation networks, except as allowable under CDOS voting system certification Election Rules.
Communications Devices	Devices that may be incorporated in, or attached to, components of the voting system for the purpose of transferring tabulation and other data between components or to another data processing system, printing system or display device.
Contract	For the purposes of this RFP and the UVS project, a contract between CDOS and the UVS Vendor(s) that contains special terms and pricing for voting hardware, software, support and services. The contract can then be used by jurisdictions to generate a purchase order or purchase agreement to purchase components of the UVS.
COTS Software/Hardware	Commercial Off-The-Shelf software or hardware
Damaged Ballot	A damaged ballot is one that has been torn, bent, or otherwise mutilated or rendered unreadable, so that it cannot be processed by the optical scanner ballot reader. Damaged ballots shall include all ballots that contain a foreign substance that could potentially interfere with the optical scan machine (i.e. food, drink, etc.). Damaged ballots may include ballots that are marked in a medium other than the medium indicated in the ballot instructions.
Direct Recording Electronic (DRE)	A DRE is a voting device that records votes by means of a ballot display provided with mechanical or electro-optical components or an audio ballot that can be activated by the voter, processes data by means of a computer program and records voting data and/or ballot images in memory components or other media. The device may produce tabulation of the voting data stored on a removable memory component and as printed copy. The device may also provide a means for transferring individual ballots or vote totals to a central location for consolidating and reporting results from remote sites to the central location.

RFP GLOSSARY	
Term or Acronym	Definition
Duplicated Ballot	A duplicated ballot is one for which a true copy is made in order to be properly processed and counted due to damage, improper marking or some other reason which would prevent ballot tabulating equipment from accurately counting the ballot.
Duplicated Provisional Ballot	A duplicated provisional ballot includes ballots duplicated for contests and ballot measures for which a provisional voter is eligible to vote.
EAC	The United States Election Assistance Commission
Election Firmware	Computer programs, stored on programmable read-only memory devices or other electronic circuitry in voting devices, which control the basic operation and functionality of those devices.
Election Media	Any device including a cartridge, card, memory device or hard drive used in a voting system for the purposes of programming ballot image data (ballot or card styles), recording voting results from electronic vote tabulating equipment or any other data storage required by the voting system for a particular election function. The election management system typically downloads ballot style information to the election media and uploads results and ballot images from the election media.
Election Setup Records	The electronic records generated by the EMS software during election setup to create and define ballots, tabulation instruction, and other functions related to the election.
Election Software	The software installed or residing on election equipment or on election management computers that control election setup, ballot envelope processing, vote recording, vote tabulation, ballot adjudication, and reporting.
Electronic Ballot	<p>A ballot that is presented to the voter in a non-paper form such as on a touch or display screen, ballot marking device, or through audio feedback. After a voter casts an electronic ballot, the voter's choices may be:</p> <ul style="list-style-type: none"> • Marked and printed on a paper ballot for subsequent counting by a paper ballot scanning device; or • Digitally recorded and counted by the DRE.

RFP GLOSSARY	
Term or Acronym	Definition
Electronic Vote-Tabulating Equipment or Electronic Vote-Counting Equipment	Any apparatus that examines and records votes automatically and tabulates the result, including but not limited to optical scanning equipment. The terms include any apparatus that counts votes electronically and tabulates the results simultaneously on a paper tape within the apparatus, that uses an electronic device to store the tabulation results, and that has the capability to transfer the votes into a central processing unit for purpose of a printout and an official or unofficial count.
Electronic Voting Device	A device by which votes are recorded electronically, including a touch screen system and a ballot marking device.
EMS	The Election Management System, which includes, but is not limited to, the ballot definition subsystem and the election reporting subsystem. The election management system may provide utilities for other election administration tasks, including maintaining equipment inventories, estimating ballot printing needs and maintaining information on polling locations.
Equipment or Device	A complete, inclusive term to represent all items provided by the voting system provider. This includes any voting device, accessory to voting device, DRE, ballot marking device, card programming device, software and hardware. "Equipment" may also mean a complete end to end voting system solution.
Individual Upload	A file containing cast vote records created by an electronic voting device or scanning equipment that can then be uploaded to the EMS via a removable storage media, tabulation electronic media, or a direct connection.
Logic and Accuracy Test (LAT)	A step by step documented review of a voting device's ability, prior to use in any election, to produce accurate results on voter choices for the candidates and ballot issues in an election. The Logic and Accuracy test must fulfill the requirements of the Public Test as identified in section 1-7-509(2), C.R.S.
Overvote	An overvote is a contest that contains votes for more than the maximum number of candidates or responses for a ballot measure allowed.
Polling Location	A voter service and polling center or a polling place, as defined in sections 1-1-104 (28) and (50.5), C.R.S. (Colorado HB 13-1303)
Precinct Count	A ballot counting process whereby voting totals are tabulated for single or multiple precincts at individual polling locations.
Protective Counter	A counter, tabulator, or protective device that will register each time the machine is operated.

RFP GLOSSARY	
Term or Acronym	Definition
Public Counter	A counter, tabulator, or other device on the outside or on the face of the machine, which shall at all times indicate the number of times votes have been cast on a machine at an election.
Removable Storage Media	Storage devices that can be removed from the voting system components. Such devices may be transported to another location for readout and report generation. Examples of removable storage media include random access memory (RAM) with battery backup, thumb drives, magnetic media and optical media.
Sample Ballot	A ballot created for voter information. It may contain content as it appears on an actual ballot style or it may contain all candidate races and ballot measures for the entire jurisdiction. The sample ballot will be marked as “Sample” and will not be able to be accepted by any vote tabulation device.
Seal	A serial-numbered tamper-evident device that indicates that a seal is broken or removed.
Secure	As used in section 1-7-505, C.R.S., means any method of preventing the use of the voting equipment prior to and after all legal votes are cast.
Security	The ability of a voting system to protect election information and election system resources with respect to confidentiality, integrity and availability.
SOS or Secretary of State	The Colorado Secretary of State and his or her designated agents including employees, contractors and volunteers.
Split Precinct	A precinct that has a geographical divide between one or more political jurisdictions which results in each jurisdiction within the precinct being assigned different ballot styles for a specific election.
Tabulation Device	Equipment used to aggregate total votes cast for any contest or candidate from the individual ballots or electronic ballot records of the voter.
Target Area	The square, oval, incomplete line or incomplete arrow opposite the candidate’s name or ballot response on a paper ballot or screen that is readable by a paper ballot scanner a DRE or BMD.
Test Log or Test Records	The documentation of testing of equipment and processes. This documentation includes, certification testing reports, test plans, requirements matrices, photographs, written notes, and video or audio recordings.

RFP GLOSSARY	
Term or Acronym	Definition
Trusted Build	The write-once installation disk or disks for software and firmware for which the Secretary of State has established the chain of evidence to the building of a disk, which is then used to establish or re-establish the chain of custody of any component of a voting system that contains newly installed firmware or software. The trusted build is the origin of the chain of evidence for any software and firmware component of the voting system.
Undervote	An undervote occurs when the voter does not vote for the maximum number of candidates, or responses for a ballot measure, allowed. (See Colorado Election Rules)
V-VPAT or VVPAT	“Voter Verified Paper Audit Trail” as defined in section 1-1-104(50.6), C.R.S.
Vendor	For the purposes of this RFP, Vendor refers to the companies or individuals that will respond to this RFP. Because the components of the UVS being solicited by this RFP might be procured from more than one vendor, the term also means Vendors, where referenced.
Voting System	A system that facilitates the processes of election setup; casting, recording, and tabulating votes using electromechanical or electronic devices; and includes the procedures of casting and processing votes and the operating manuals, hardware, firmware, printouts, and software necessary to operate the voting system. (See Colorado Election Rules)
Voting System Provider	An individual or business entity engaged in selling, leasing, marketing, designing, building, or modifying voting systems to states, political subdivisions of a state, or another entity authorized to hold elections.
Voting System Test Laboratory (VSTL)	A “Federally Accredited Laboratory”, as defined in section 1-1-104(16.5), C.R.S., which is accredited by the EAC to conduct certification testing for voting systems.
Write-In Vote	A vote on a ballot on which the voter physically writes in, enters, or selects the name of a legally qualified write-in candidate in the space reserved on the ballot for write-in votes and properly marks the target on an optical scan ballot or enters or makes the selection on an electronic voting device according to the directions provided to the voter.
Zero Tape / Zero Report	A printout of the internal data registers in electronic vote capture and tabulating equipment indicating that those registers contain values of Zero (0) and reflect no voter choices for any candidate or ballot issue.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Office

This RFP is issued by CDOS. CDOS is the sole point of contact concerning this RFP.

To the extent possible, CDOS intends to follow all State procurement rules and statutes applicable to RFPs. But CDOS is headed by the Secretary of State, who is not subject to these rules and statutes under section 24-2-102 (4), C.R.S. To the extent that there is any inconsistency between the process followed for this RFP, including the RFP itself, and any State procurement rule or statute, it must be conclusively presumed that the Secretary of State has elected not to follow the rule or statute.

2.2 Official Means of Communication

During the solicitation process for this RFP, all official communication from CDOS to Vendors will be via postings on the CDOS Elections & Voting website, Uniform Voting System page located at:

<http://www.sos.state.co.us/pubs/elections/VotingSystems/UniformVotingSystemRFP.html>

Notices will include RFP event schedule, modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Vendor(s). There will also be a Bidder's Conference a prospective Vendor may attend. Attendance at the Bidder's Conference is not mandatory.

It is the sole responsibility of Vendors to monitor the CDOS Uniform Voting System web link carefully and regularly for any Uniform Voting System project related postings.

2.3 Statement of Purpose

This RFP provides prospective Vendors with information to enable them to prepare and submit proposals, for consideration by CDOS, to achieve the goals of this RFP.

2.4 Scope of RFP

This RFP sets forth requirements that proposed solutions should meet, contains instructions governing the proposal to be submitted, and identifies material to be included in the response to the RFP. The RFP also includes a proposed contract template (*RFP Appendix G*). Certain contract specific provisions (Colorado Special Provisions) are noted as non-negotiable and should be reviewed by RFP respondents.

2.5 Project Logistics

2.5.1 Schedule

The UVS RFP proposal evaluation phase (evaluation, selection and contract negotiations) is projected to occur during the December 2013 to February 2014 timeframe. The implementation phase (planning, procurement, installation, testing, training, and system rollout) is expected to begin approximately February 2014 and proceed based upon the individual needs of each of Colorado's sixty-four (64) counties. During the initial implementation phase planning, any counties that may be included in the UVS implementation for the November 2014 election will be determined. (See note in 1.2) The vision for the UVS implementation is that it will be performed using a phased approach, by county or by a group of counties at a time, rather than all counties at one time. While participation in the UVS will be mandatory, some "grandfathering" is permitted to allow current functioning equipment to be used for a period of time, as yet to be determined, before all counties transition to the new system.

2.5.2 Location

The Secretary of State's offices are located in Denver, Colorado at 1700 Broadway, Suite 200.

UVS equipment and software installations will be performed in each of the 64 county jurisdictions and potentially in the CDOS Elections & Voting certification center.

2.5.3 Travel

CDOS anticipates Vendor personnel travel to CDOS and county jurisdictions within Colorado to assist in installation, training and support. Because the amount of support and training needed by each county won't be determined until a county has entered the UVS implementation planning phase, Vendors are asked in *RFP Section 5 Vendor Response Format* to present their travel billing policies.

2.5.4 Vendor Access

The selected Vendor will have access to CDOS and County elections staff and facilities.

The awarded Vendor (with regard to employees and subcontractors who will work on the project and who may gain access to certain personally identifiable information deemed confidential) will be required, at Vendor' expense, to agree in writing: 1) to provide evidence of background checks on its employees and subcontractors; 2) to provide evidence of background checks for additional or replacement employees and subcontractors as per Election Rules. In lieu of the foregoing requirements of this section, CDOS will agree to accept a written attestation or certification by the awarded Vendor that background checks have been performed and that all applicable employees and subcontractors have been cleared. Nothing contained in this RFP requires the selected Vendor to disclose federal security clearance information.

The awarded Vendor will be required in the contract to submit required evidence of background checks within seven business days. The seven business-days commence the day following the triggering event

(i.e., execution of a Contract by CDOS or a County with the awarded Vendor or the awarded Vendor’s addition or replacement of employees and subcontractors on the project). CDOS and County elections personnel will agree to review the sufficiency of the background checks within three business days, after receipt of the background check information from the awarded Vendor. In the event CDOS or County does not accept the sufficiency of any background check, the awarded Vendor will agree that the employee or subcontractor is not eligible to perform the services contemplated for inclusion in the Contract. The Vendor will provide a performance bond as per Rule 11.2.1.

2.6 Schedule of Activities

Activity	Date
RFP posted on CDOS Elections & Voting\Voting Systems\Uniform Voting System website	October 1, 2013
RFP Bidder’s Conference (by telephone call-in or in person – not mandatory)	October 15, 2013 1:00pm – 3:00pm
Prospective Vendors Written Inquiry Deadline (No Questions accepted after this Date and Time)	October 18, 2013 1:00pm
Answers to inquiries posted no later than	October 23, 2013 5:00pm
Proposal Submission Deadline	December 2, 2013 5:00pm
Evaluation of Submitted Proposals (Estimated)	December 3, 2013 – January 17, 2014
Oral Presentations and Product Demonstrations	January 2-17, 2014 (To Be Scheduled)
Award Announcement (Estimated)	February 6, 2014
Contract Negotiations (Estimated)	February 2014
Project Start (Estimated)	March 2014
NOTE: Times are based on Mountain Time Zone	

2.7 Modifications to Request for Proposal

CDOS reserves the right to make modifications to this RFP and its appendices and exhibits. Modifications will be implemented through the posting on the CDOS UVS website (see **RFP Section 2.2 Official Means of Communication**). It is the responsibility of Vendors to monitor the CDOS UVS website for changes to this solicitation.

2.8 Inquiries

Vendors may make mail, e-mail, or fax inquiries concerning this RFP to obtain clarification of content. No inquiries will be accepted after the date and time indicated in **RFP Section 2.6 Schedule of Activities**.

Send all **mail inquiries** to:

Colorado Department of State
Attn: Al Davidson, CDOS-UVS-2013-01 Inquiry
1700 Broadway, Suite 200
Denver, Colorado 80290

Address **e-mail inquiries** to:

“al.davidson@sos.state.co.us”, with subject line of “CDOS-UVS-2013-01 Inquiry”.

Address **fax inquiries** to:

Fax (303) 869-4861 Attention: “Al Davidson, CDOS-UVS-2013-01 Inquiry”

The only “official” response to a Vendor's inquiry is a response that is published on the CDOS UVS website. Vendors should not rely on any other statement that alters any specification or other term or condition of this RFP. No verbal communication regarding inquiries will occur between any vendor and the UVS Project Staff.

2.9 Acceptance of RFP Terms

A proposal submitted in response to this RFP constitutes a binding offer. The original signature of an officer of the Vendor legally authorized to execute contractual obligations indicates acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Vendor of all terms and conditions including compensation, as set forth in this RFP. **A Vendor must identify clearly and thoroughly any variations between its proposal and the RFP, including the RFP appendices.** Failure to do so will constitute a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

2.10 Confidential / Proprietary Information

Any restrictions of the use or inspection of material contained within the proposal must be clearly stated in the proposal itself. Written requests for confidentiality must be submitted by the Vendor with the proposal. The Vendor must state specifically what elements of the proposal are to be considered confidential or proprietary.

Confidential or proprietary information must be readily identified, marked and separated from the rest of the proposal by submitting a separate USB compatible device (preferred) or a compact disc (CD) in the electronic copy submission and separate binders in the hard copy submission. Co-mingling of confidential or proprietary information and other information is not acceptable. Neither a proposal, in

its entirety, nor proposal price information will be considered confidential or proprietary. Any information that will be included in any resulting contract cannot be considered confidential. CDOS or the Office of the State Attorney General will make a written determination as to the apparent validity of any written request for confidentiality. In the event CDOS does not concur with the Vendor's request for confidentiality, the written determination will be sent to the Vendor. Colorado Open Records statutes can be found in Part 2, Article 72 of Title 24 of the Colorado Revised Statutes.

2.11 Press Releases

Press releases, release of information, or any communications with media entities pertaining to this RFP may not be made by any Vendor before execution of the contract without written approval by CDOS.

2.12 Proposal Prices

Estimated proposal prices are not acceptable. Proposal prices will be considered to be the bidder's best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Vendor. Prices shall be offered for all the categories listed in *RFP Section 5.4 – Cost Proposal*.

All proposed prices are binding until a contract is executed containing the agreed terms and prices.

2.13 RFP Response Material Ownership

All material submitted regarding this RFP becomes the property of CDOS.

2.14 Subcontractors

Vendors must clearly explain planned use of subcontractors in their proposal, including terms of any subcontract, capabilities, experience and portion of the work to be performed by the subcontractors. The Vendor, as prime contractor, is responsible for contract performance whether or not subcontractors are used. The awarded Vendor will be the sole point of CDOS and County contact with regard to contractual matters including the performance of services and the payment of any and all charges. Current employees of CDOS and current employees of consultant affiliates engaged in pre-existing contractual obligations as key personnel to CDOS may not participate as resources for subcontractors of the Vendor.

Due to security concerns, no element of this RFP and resulting contract will be completed in whole or part outside of the United States of America.

2.15 Bid Clarification / Vendor Guarantee

All information contained in this RFP and its appendices and exhibits, including modifications, reflect the best and most accurate information available to CDOS at the time of RFP preparation. No inaccuracies in this data constitute a basis for change in the payments to the Contractor or a basis for a

legal recovery of actual, consequential or punitive damages except to the extent that such inaccuracies are the result of intentional misrepresentation by CDOS.

It is the responsibility of the Vendor to review and understand all information, instructions, specifications, and terms and conditions in this RFP. All Vendors, by submitting a signed bid, guarantee to CDOS that they understand and agree to the terms and conditions of this RFP and that they will not default from performance by virtue of a mistake or misunderstanding. Vendors must seek clarification from CDOS of any information, instruction, specifications, terms, or conditions which they determine to be unclear. The failure of a Vendor to seek clarification constitutes a waiver of clarification. Any variations between the Vendor's proposal and the RFP must be clearly documented as stated in this *RFP Section 2.9 Acceptance of RFP Terms*.

2.15.1 Rule Numbering Changes

As this RFP is being issued, the Colorado Department of State is undergoing a recodification of its rules which will not be complete when this RFP is issued. Rule references in this document are based on the proposed numbering structure. Any variances to the rule numbers referenced may not adversely affect the requirements noted in this RFP.

2.16 Certification of Independent Price

2.16.1 Certification

By submission of a proposal, each Vendor certifies, and in the case of a joint proposal each party certifies, as to its own organization, that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to bid opening, directly or indirectly to any other Vendor or to any competitor; and
- (c) No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.16.2 Individual Certification

Each person signing the Vendor Proposal Cover Sheet of this proposal certifies that:

- (a) He or she is the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to *RFP Sections 2.16.1(a)* through *2.16.1(c)*; or

- (b) He or she is not the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered herein but that he or she has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to **RFP Sections 2.16.1(a)** through **2.16.1(c)**, and he or she has not participated, and will not participate, in any action contrary to **RFP Sections 2.16.1(a)** through **2.16.1(c)**.

2.16.3 Proposal Not Considered For Award Conditions

A proposal will not be considered for award where **RFP Sections 2.16.1(a)**, **2.16.1(c)** or **2.16.2** has been deleted or modified. Where **RFP Section 2.16.1(b)** has been deleted or modified, the proposal will not be considered for award unless the Vendor furnishes with the proposal a signed Statement which sets forth in detail the circumstances of the disclosure and the Secretary of State, or designee, determines that the disclosure was not made for the purpose of restricting competition.

2.17 RFP Cancellation

CDOS reserves the right to cancel this entire RFP or individual components at any time, without penalty.

2.18 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Vendor prior to the established Proposal Submission Deadline date and time.

2.19 Proposal Submission

Proposals must be received on or before the date and time indicated in the Schedule of Activities. **Late proposals will not be accepted.** It is the responsibility of the Vendor to ensure that CDOS receives the proposal on or before the proposal submission deadline date and time. Vendors mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposals by the deadline specified. The proposal package shall be delivered or sent by mail to:

Colorado Department of State
Attn: Al Davidson, CDOS-UVS-2013-01 Proposal
1700 Broadway, Suite 200
Denver, CO 80290

The State of Colorado RFP Proposal Cover Sheet **MUST** be signed by an officer of the Vendor legally authorized to bind the Vendor to the proposal. The signed Proposal Cover Sheet is to be included with the hard copy Business proposal submission copy that is marked ORIGINAL.

The RFP Proposal Cover Sheet can be found on the CDOS UVS website at:

<http://www.sos.state.co.us/pubs/elections/VotingSystems/UniformVotingSystemRFP.html>

and in *RFP Appendix A – Proposal Cover Sheet*.

Vendor proposals must be prepared and packaged in accordance with the instructions in *RFP Section 5 Vendor Response Format*.

Proposals, that are determined to be at a variance with this requirement, may not be accepted.

Faxed or emailed proposals will **NOT** be accepted.

CDOS desires and encourages proposals to be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged. Overly elaborate proposals are not desired. Refer to *RFP Section 5.5 Proposal Section Numbering* for the required sequence and numbering of your response.

2.20 Bid Opening

As soon as is practical after the proposal submission deadline date and time, at the location noted for bid submission, the bids will be opened and a register prepared of the bids submitted in response to this solicitation. The Vendor Name and Delivery Date and time will be read and entered into the bid register. The bid register will be available via the CDOS UVS website at:

<http://www.sos.state.co.us/pubs/elections/VotingSystems/UniformVotingSystemRFP.html>

2.21 Rejection of Proposal

CDOS reserves the right to reject any proposal, waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of CDOS and the State of Colorado. Failure of a Vendor to provide any information requested in this RFP may result in disqualification of the proposal.

2.22 Oral Presentations and Demonstrations

Vendors may be asked to make oral presentations or demonstrations of their product or solution. A presentation will be at the Vendor's expense. CDOS will attempt to give Vendors sufficient advance notice to prepare for presentations and demonstrations.

2.23 Selection of Proposal

Evaluators will individually review and score Vendor proposals and evaluate oral presentations and product demonstrations to determine which Vendor response is the most advantageous to CDOS and the State of Colorado. CDOS will notify all Vendors via a posting on the CDOS UVS website of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent successful Vendor(s).

2.24 Agreement Type

The services provided and work performed pursuant to this RFP shall be performed in accordance with the terms of a negotiated contract with the selected Vendor. A boilerplate contract is provided as part of this RFP in *RFP Appendix G – State Contract Template*, which will be used as a basis for contract negotiations and contract finalization between CDOS and the Vendor.

At the time of this RFP release, it is anticipated that each county will purchase the UVS using county funds. It is possible, in a future session, that the Colorado State legislature could appropriate monies to supplement or purchase the UVS for counties. If each county purchases the UVS using county funds, the expectation is that the county will prepare a formal county purchase order or agreement with the selected UVS Vendor and that the CDOS contract with the UVS Vendor will be included as a part of the County purchase order or agreement. The County purchase order/agreement will include quantities and models of hardware/software being purchased, amounts of support needed from the Vendor, and pricing contained in the CDOS and Vendor negotiated contract.

2.25 Acceptance of Proposal Content

The contents of the winning Vendor's proposal, including persons specified for initial implementations of the UVS, will become contractual obligations if acquisition action ensues. Failure of the successful Vendor to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Vendor may be removed from future solicitations.

2.26 Incurring Costs

CDOS or a County is not liable for any cost incurred by Vendor before issuance of a legally executed contract, purchase order or agreement, or other authorized acquisition document. No property interest of any nature may occur until a contract is awarded and signed by all concerned parties.

2.27 Award of Contract

The award will be made to the Vendor whose proposal, conforming to this RFP, will be determined by the Secretary of State to be the most advantageous to CDOS and the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, CDOS may elect to cancel the "Notice of Intent to Make an Award" letter and issue a new "Notice of Intent to Make an Award" to the next most responsive Vendor or may determine that no "Notice of Intend to Make an Award" will be issued at that time.

2.28 Contract Cancellation

CDOS reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Contractor.

SECTION 3 CURRENT ENVIRONMENT

3.1 Colorado County Jurisdiction Environment

Each of the 64 Colorado counties has, in the past, independently acquired its existing voting system. An inventory of what these counties possessed as of the 2012 General Election is included in **RFP Appendix E – Colorado Voting Equipment Inventory by County**. CDOS understands that the chosen UVS Vendor may already have equipment installed in a portion of the Colorado counties. But over time, those counties will be purchasing newer models of the UVS Vendor’s voting equipment.

It should also be understood that, with the passing of Colorado House Bill 13-1303, the makeup of required voting equipment in Colorado will change. With the change to being a primarily mail ballot State, the number of in-person voting devices needed will decrease. HB 13-1303 established a minimum number of county early voting and Election Day polling locations required, based upon the number of registered voters in each county. **RFP Appendix F – Colorado Polling Location Minimum Counts by County** shows the minimum number of polling locations for each county based upon voter registration counts as of the 2012 General Election.

3.2 CDOS Environment

CDOS does not currently possess voting equipment. CDOS may elect to have a configuration of pertinent UVS components. For instance, it is unlikely CDOS would purchase a high-speed ballot or ballot envelope sorter. Such a configuration will allow for CDOS certification activities, CDOS and county personnel training, and voting demonstrations to various public groups.

Colorado election laws and rules dictate that CDOS certify voting equipment to be sold in Colorado and approve any voting equipment purchases (hardware and software) by a Colorado county. The existence of a UVS will simplify the CDOS certification process and the various procedures related to elections in Colorado. For instance, the steps to perform a Post-Election Audit Test will be similar across all counties, when processes refer to a single Vendor’s equipment and software.

3.3 Colorado Election Laws and Rules

Vendors responding to this RFP should be familiar with election laws, rules and advisory opinions that relate to elections in Colorado, in particular those that address voting systems. They can be found at:

<http://www.sos.state.co.us/pubs/elections/LawsRules/lawRulesOpinions.html>

Note: See **RFP Section 2.15.1 Rule Numbering Changes** concerning changes in rule numbering by CDOS.

SECTION 4 STATEMENT OF WORK

Descriptions of the expected work products associated with the Colorado UVS project are detailed in ***RFP Appendix D – Statement of Work. RFP Section 5 Vendor Response Format*** requests responses from the Vendor on all areas of the Statement of Work. The work is defined in four Tracks as follows:

4.1 Project Management

This track identifies several project plan components CDOS believes will be necessary to manage the Uniform Voting System project. The level of planning may deviate between UVS implementations in small, medium and large counties. The CDOS and County project managers will work with the Vendor to ensure sufficient planning is in place for a County UVS implementation.

4.2 Hardware/Software/Support Procurement

This track includes the deliverables associated with procurement planning, purchase order or agreement execution, new equipment delivery and old equipment disposal.

4.3 Implementation

This track addresses implementation planning, the preparation and readiness of users and the system for production rollout, user acceptance testing, training, execution, and the deployment of the production environment.

4.4 Vendor Support

This track identifies the types of support needed from the Vendor. Support is needed to configure, acceptance test, and maintain the UVS. Support is also needed for election setup and for pre-election, Election Day and post-election activities. A transition plan is also needed in the event that user support is transitioned from the Contractor to CDOS or a third-party.

SECTION 5 VENDOR RESPONSE FORMAT

5.1 Packaging

All references in this *RFP Section 5 Vendor Response Format* to the words “you”, “your” and “their” are synonymous with “Vendor”.

Your submission must separate the Business Proposal from the Cost Proposal into separate packages/boxes. The Business Proposal package must contain one electronic copy of the Business Proposal in MS Word or Excel on a USB compatible device (preferred) or a CD, one original hard copy (marked as ORIGINAL, along with the signed RFP Proposal Cover Sheet), and 19 additional hard copies.

The Cost Proposal package must contain one electronic copy of the Cost Proposal in MS Excel on a USB compatible storage device (preferred) or a CD, one original hard copy (marked as ORIGINAL), and 19 additional hard copies.

Each hard copy document must be provided in a 3-ring hard-cover binder.

Each package or box submitted must contain the following information on the outside. The < > symbols indicate vendor dependent information to be entered. Proposal Due Date and Time are included as dependent in case it is modified at some point.

<VENDOR NAME>
RFP NUMBER: CDOS-UVS-2013-01
<BUSINESS OR COST> PROPOSAL
<PROPOSAL DUE DATE AND TIME>
PACKAGE <# OF #>

Please see *RFP Section 2.19 Proposal Submission* for addressing instructions.

5.2 Page Limits

CDOS may elect not to evaluate proposals that exceed the page limits specified for each required proposal section. A page is defined as one side of an 8 ½” by 11” piece of paper. Font size for all narrative descriptions must be no smaller than 12 point Times New Roman font. Margins (all sides) may not be less than one inch. Indexes, tables of contents, lists of figures or tables, and glossary of terms will not be counted toward the overall page count.

Graphic materials, standard commercial brochures or descriptions, representations of system forms and screens, and other standard product documentation that are attached in appendices or exhibits will not be counted against page limitations. But proposal evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the proposal description are not clearly integrated into the proposal.

Vendors are encouraged to print on both sides of the paper. The proposal evaluation team will be interested in the quality of your response, not the quantity. Therefore, you should not feel obligated to reach the specified page limits.

5.3 Business Proposal

The Business Proposal should present a full and complete description of your qualifications and approach to carry out the work specified in ***RFP Appendix D – Statement of Work*** and to satisfy the relevant requirements specified in ***RFP Appendix B – System Requirements Table***. Vendors must follow the proposal outline described below. Any deviation from the outline may disqualify a proposal. **Also, cost information may not be disclosed in the Business Proposal.** The Business Proposal will include the following sections:

5.3.1 State of Colorado Request for Proposal Cover Sheet

The State of Colorado Request for Proposal Cover Sheet must be completed and signed in ink by an Officer of the Vendor who is legally authorized to bind the Vendor to the proposal. The Cover Sheet must be the first page in the Business Proposal. The original signed copy of the Proposal Cover Sheet must be included with the original hardcopy of the business proposal.

A downloadable version of the Proposal Cover Sheet is located on the CDOS Uniform Voting System project webpage.

Page Limit: One page

5.3.2 Transmittal Letter

All Vendors shall submit a Transmittal Letter positively stating their willingness and ability to comply with all work requirements, general contract requirements, and other terms and conditions specified within this RFP. If this is not the case, any exceptions or proposed deviations from requirements listed in this RFP must be described and explained. Additional requirements for the Transmittal Letter are that it:

- 1) Must be on official company business letterhead
- 2) Must identify all material and enclosures comprising your proposal
- 3) Must acknowledge receipt of all modification notices to this RFP
- 4) Must disclose all current or pending projects with the State of Colorado
- 5) Must disclose any known conflicts related to this RFP
- 6) Must disclose intended use of any subcontracts
- 7) Must itemize any objections to items in the Administrative Information section or in the contract template in ***RFP Appendix G – State Contract Template***.
- 8) Must acknowledge permission for your references to release information to the State of Colorado

- 9) Must indicate if you are proposing a UVS solution that addresses all eight categories (A-H) of the requirements in ***RFP Appendix B – System Requirements Table***. If not, specify to which of the eight categories you are proposing a solution.
- 10) Must not disclose any pricing information or elements of cost
- 11) Must be signed by an individual authorized to commit your company to the work proposed

Page Limit: Four pages

5.3.3 Executive Summary

The Executive Summary should provide CDOS with an overall understanding of the proposal. Include a brief review of the proposal. The review must be prepared in such a manner as to make it understandable to individuals not familiar with the terminology peculiar to a project of this type.

Page Limit: Five pages

5.3.4 Company Overview

In this document you will provide information about your company; its capabilities, why it should be selected for this project; evidence of company stability, ability to perform required work for this project, number of years in business, number of employees, employees with voting systems experience, and company locations, including any offices in Colorado. You may provide any additional information that demonstrates the strengths your company can bring to this project.

You must indicate the company form of organization (i.e., partnership, non-profit corporation, Colorado Corporation, Non-Colorado Corporation, or some other structure). Non-Colorado corporations must register as a foreign corporation to conduct business in Colorado and appoint a resident agent to receive process. You must certify that your company has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of the certification must be provided upon request by CDOS.

If the proposing company is owned or controlled by a parent company, the name, main office address and parent company's tax identification number must be provided. The tax identification number of the company proposing to the RFP must be provided in the Proposal Cover Sheet requested in ***RFP Section 5.3.1 State of Colorado Request for Proposal Cover Sheet***.

This section should also include the following:

- 1) A brief statement of understanding and compliance with the terms and conditions as set forth in ***RFP Section 2 Administrative Information***.
- 2) A statement of understanding of the work and system requirements associated with the Uniform Voting System project. It is important that your company understand the size and scope of this project.

- 3) Any information you wish to add that is pertinent to your company doing business with the State of Colorado.
- 4) Disclosure of non-U.S. ownership of all or any portion of your company.

Page Limit: *Five pages*

5.3.5 Company Financial Status

You must provide company financial information. If the company is publicly traded, include a financial statement for the last two years, which includes at a minimum, a profit and loss statement and a balance sheet. If the company is not publicly held, submit a copy of the most recently audited financial statement and organization/financial structure of your company. Unaudited financial statements or Dun and Bradstreet reports alone are unacceptable and, if submitted without additional supporting documentation, may be grounds to eliminate the company from consideration. You must identify any financial information (except public information for a publicly held company) that should be treated as confidential and should be used for the proposal evaluation only.

You must also include a statement of your other contractual obligations that might have an influence on your capabilities to perform the conditions of a contract resulting from this RFP process. Examples of influences are personnel constraints or a financial condition deemed to be a risk to CDOS for successful performance of a subsequent contract.

CDOS may disqualify from consideration any Vendor who is involved in bankruptcy proceedings.

Page Limit: *None*

5.3.6 Relevant Business Experience

You must provide adequate detail, including contacts of any state where you performed a multi-jurisdictional implementation of your product and served as the prime contractor. A minimum of three references should be submitted. Each implementation referenced must be in production and serve as the official system for the respective election jurisdictions. Information provided for additional implementations is encouraged. If you have implemented your proposed system in all jurisdictions (statewide) for a state, include the implementation as part of the required references.

Each referenced implementation must include both a primary and secondary client contact person, with name, current telephone, fax number and email address for each. For each referenced project, describe if the project was completed on time and within the original bid amount. If not, identify and explain any time and cost overages. Additionally, disclose any litigation you have been involved with over contract performance. CDOS reserves the right to contact and verify the quality of products and services and the degree of satisfaction with your performance, with any clients with whom you have been known to have conducted business.

Each reference should include the following information:

- 1) Description of the project
- 2) Reference contact information
- 3) Project timeline from start to finish (planned and actual)
- 4) Contract performance issues, if any
- 5) Quantity, type and version of voting equipment and software installed
- 6) Poll worker training provided
- 7) Election staff training provided
- 8) Support provided for early voting, election day voting and post-election activities
- 9) Any problems reported regarding election results accuracy and, if so, how handled
- 10) Any problems reported regarding equipment availability and, if so, how handled
- 11) Description of project management services you provided to the project

If the product you are proposing has not been implemented in a production environment (e.g. pending certification, implementation in process, etc.), please provide whatever information you can for this section regarding your business experience in the voting arena.

Page Limit: 20 pages

5.3.7 Prior Proposals

Vendor must disclose any voting system projects in which the Vendor has submitted bids or proposals (as prime or sub) for consideration by a state or territory between July 2008 and the date of this RFP. Vendors proposing a solution to a single element (e.g. Mail Ballot Tracking solution) of this RFP shall identify proposals in which the vendor offered similar bids or proposals in the past 5 years. At a minimum, this information must include:

- 1) State or territory
- 2) Contact name, telephone and email address
- 3) Date proposal submitted
- 4) Result of your bid
- 5) Brief description of your proposal

Page Limit: Three pages

5.3.8 Project Approach

CDOS envisions a multi-year conversion to the new UVS. Colorado counties have voting equipment supplied by various vendors over the past several years. Some counties are in more urgent need to convert to the new UVS than others. This need, along with budget considerations, will influence the implementation scheduling of the new UVS.

Provide your proposed approach to managing the effort of converting all Colorado counties to a new UVS. Your approach, at a minimum, should address the following aspects of the Colorado UVS project.

5.3.8.1 Project Management

Describe the approach to project management that you propose for managing the Colorado UVS project. You may use *RFP Appendix D – Statement of Work, Track 1: Project Management* as a guide.

5.3.8.2 UVS Software

Provide a detailed description of the software proposed for the Colorado UVS. Describe your desired process for clarifying requirements and determining gaps between your software solution and the system requirements of CDOS.

Describe the programming language(s), along with version numbers, used to develop your system's software.

If your proposed application utilizes any 3rd party software, please identify such and explain how you will work with the 3rd party to resolve any problems.

Describe your position on access to application source code by CDOS.

Describe your position on escrowing your software. Also describe any processes, such as hash functions or trusted builds, which will ensure software code being executed in an election is the same as the escrowed code.

5.3.8.3 UVS Hardware

Provide a detailed description of the hardware proposed for the Colorado UVS. Describe your desired process for clarifying requirements and determining gaps between your hardware solution and the system requirements of CDOS.

Provide specifications for each of the hardware devices you are proposing for the UVS.

Describe prescribed preventative maintenance schedules for each of your hardware devices.

5.3.8.4 Database

Provide information regarding the database utilized by your proposed UVS application. Please address the following:

- 1) Database system being proposed, including version identification, and any supporting capabilities (e.g., utilities, special backup considerations);
- 2) Describe any techniques used by your proposed system to secure the data in the database and in any other data files;

- 3) Describe any database backup and disaster recovery plans you provide;
- 4) Describe the technical requirements of county computers used to store the database;
- 5) State your affirmation that CDOS or County will be sole owner and custodian of all election related data in the system you provide and shall have the unrestricted right to access and use this data without interference by or assistance from you.

5.3.8.5 Data Migration

Describe your approach to data migration, including how data mapping between systems will be defined, cleansing/reformatting of data, testing and the final conversion to the production environment during implementation rollout. For example, explain how counties will be able to convert jurisdictional data from their existing Election Management System (EMS) to the EMS in your system.

Describe the type and level of Colorado support desired during data migration efforts.

Identify any EMS of a competitor from which you have successfully converted data into your EMS.

5.3.8.6 Test Strategy

Provide a description of your proposed test standards and methods used to ensure the new UVS is working properly in each county installation. The description must address test plan creation, test case or script generation, test phases, the execution of the test plan, and proposed participation by CDOS/County staff.

You may use *RFP Appendix D – Statement of Work, Track 1: Project Management* Test Strategy Plan section as a guide.

5.3.8.7 Training

The expectation of CDOS is that Counties will require training for various categories of UVS users.

Describe the proposed content and delivery of your training. Include information about the typical class size and duration of training. Also, describe any self-paced training products you may provide.

Define the support and accommodations you need from CDOS or a County to support your training efforts.

5.3.8.8 Implementation

The RFP Statement of Work includes change management, deployment and user training as deliverables within Implementation. Describe your approach and experience on prior implementations and your proposed approach to implementation on the Colorado UVS project.

5.3.8.9 Support

This RFP solicits post-implementation support from the Vendor in each of the following support areas:

- 1) Warranty Period Support
- 2) Maintenance Support
- 3) Election Setup Support
- 4) Election Processes Support
- 5) Post-Election Support

Indicate your approach to the various areas of support and your recommendations as to how support should be structured, if different from how described in the *RFP Appendix D – Statement of Work, Track 4: Contractor Support*. Describe the support activities included in each support area. Provide a table which includes the various categories included in your typical Service Level Agreements for each support area and the recommended levels of service values (e.g. response time, staffing levels).

An assumption is that some Contractor support will be onsite and that some support can be provided by Contractor help desk personnel. Describe the process associated with your support help desk in managing questions and issues from the UVS users. Describe the automation tools you utilize to track help desk metrics. Include a discussion of your help desk configuration, normal and peak election hours of operation, and expected response time.

In the future, certain areas of UVS support may be transitioned from the Contractor to CDOS or a third-party (e.g. local university). Please state your willingness to participate in executing a transition plan should this occur and any experience you have in such a transition.

Page Limit: 50 pages

5.3.9 Sample Reports

You must provide a list of the various reports available from your proposed system, as well as examples of those reports. At a minimum, provide the first and last page of each report.

Page Limit: 50 pages

5.3.10 Sample Project Artifacts

Provide sample project artifacts, such as a project plan (schedule and planning documents), from a Voting System project in which you have participated and you consider to be representative of your work, the quality of your work, and the level of communication and detail that you provide. At your request, these materials will be treated as confidential. These sample artifacts may be used to assess the format and detail you may provide if selected in Colorado. Respondents are encouraged to organize, label, title or describe these materials to indicate their content and purpose if it is not clearly apparent in the materials. Where page limitations are a restriction, you may consider providing a table of contents and excerpts.

Page Limit: 30 pages

5.3.11 General Questions

The following is a list of questions regarding various aspects of the UVS functionality and the UVS project. Please provide detailed answers to these questions. Note: Do not include any cost information in this section of the RFP.

- 1) What staff support from CDOS and counties do you envision needing during the implementation of the UVS in a county? Identify each resource by location (CDOS or county), role or responsibility, technical skills needed, suggested expertise in years, and any clarifying comments.
- 2) How many county implementations do you feel you could support simultaneously?
- 3) What is your coverage, terms, and duration for warranties of the hardware, software, and other deliverables provided pursuant to this RFP?
- 4) What is your coverage, terms, and duration for maintenance of the hardware components of your UVS solution?
- 5) What is your coverage, terms, and duration for licensing of the software components of your UVS solution?
- 6) Are updates and modifications to the UVS because of legislative mandates a part of your support agreement or are they custom enhancements?
- 7) What is the certification status of each component within your proposed solution? Include a matrix showing the following:
 - Component Identification
 - Federal certification date
 - The federal certification standard currently met (e.g. 2005 VVSG)
 - Any state certifications
 - Projected certification date and standard if not currently certified
 - Projected certification date and standard for a future planned upgraded certification
- 8) What features of your proposed solution exist to ensure ballot secrecy? Please describe those features.
- 9) What is your organizational chain-of-command for escalating problems needing resolution?
- 10) What purchase options do your company offer (e.g. payment in full upon delivery, financing, leasing)?

- 11) What is the maximum number for each of the following items that your Election Management System allows:
- Precincts
 - Contests
 - Candidates
 - Political Parties
 - Ballot Styles
 - Precincts per Ballot Style
 - Ballot Styles per Precinct
 - Other limitations?
- 12) What interface capabilities, with the CDOS voter registration system (SCORE), can your Election Management Software provide? Is there a defined extract format for precinct and district definitions, registration statistics, and candidate or contest information that is or may be made compatible with SCORE? What interface data formats are available (e.g. EML, XML, CSV, and ASCII)?
- 13) What are the security features and capabilities of your proposed system and processes? Include the following areas in your response to this question:
- How do you protect the audit logs (e.g., encryption, hashing)?
 - Does your system documentation contain suggested security auditing procedures? If so, please provide.
 - Do you provide an executable application whitelist with digitally signed programs?
 - How does your system prevent unauthorized, non-whitelisted applications from running?
 - What specific hardening procedures and standards are your voting devices held to?
 - What database encryption mechanisms are used by your system for data at rest and in transit? Please describe, in detail, all uses of data encryption/decryption in your proposed solution.
 - What password features are included in your proposed solution (e.g., complexity, reuse)?
 - Is there any remote communication technology associated with your proposed solution? If so, explain.
 - What processes are you using for source code review and compiler security verification?
 - What independent security audits has your proposed system received?

- 14) What post-election audit capabilities are provided by your system and what processes or procedures do you offer to support a post-election audit, including a risk limiting audit?
- 15) To what extent, if any, do the hardware and software products you are proposing to Colorado meet the requirements of Section 508 of the Rehabilitation Act of 1973 and subsequent amendments to that Act?
- 16) What products or services do you provide in the areas of Voter Education and Voter Outreach?
This is an informational question only.

Page Limit: 30 pages

5.3.12 Preliminary Project Schedule and Staffing Plan

The Vendor selected to fulfill this RFP may need to begin the effort shortly after contract execution, as there may be one or more counties interested in implementing or piloting a new system for the November 2014 election. The exact number of initial UVS counties has not been determined as of the issuance of this RFP.

You must propose a Preliminary Project Schedule and Staffing Plan, as described in **RFP Appendix D – Statement of Work, Track 1: Project Management**. For the purposes of responding to this section of the RFP, you shall develop your schedule and staffing plan for implementing the UVS in a large **Colorado Target County** within a 50-mile radius of the Denver metro area. For sizing purposes, the target county statistics are:

- 350,000 Registered Voters
- 12 Early Voting Locations
- 24 Election Day Voting Locations
- All Registered Voters will be issued ballots by mail; however the voters may choose to vote in person.

This section must provide a project organization chart of proposed project personnel, listed by name and position on the project. It must also describe relationships between your organization and any subcontractors. The qualifications of proposed staff are addressed in **RFP Section 5.3.13 Proposed Staffing**.

The Preliminary Project Schedule shall provide a roadmap of tasks, resources, and timing necessary to complete the work in the target county. The Preliminary Project Schedule shall include but not be limited to the following:

- 1) Tasks with scheduled start and completion dates
- 2) Milestones
- 3) Personnel assignments and estimated duration for each task. Time must be listed for:
 - a) Your personnel
 - b) Required CDOS or County election program personnel (please define needed skill types or business area)

- c) Required technical personnel.

Page Limit: 15 pages

5.3.13 Proposed Staffing

The Vendor selected in response to this RFP must provide experienced, qualified professionals to ensure the success of the UVS project. All key personnel anticipated to be assigned to the project must have been involved in at least one large jurisdiction implementation or have commensurate experience conducting elections. Vendors must provide resumes and references for the personnel being proposed. Since this is a multi-year phased approach project, CDOS recommends you identify potential staff for 2014 implementation involvement.

Provide adequate documentation, references, and certifications to substantiate the expertise of your personnel. Resumes must describe each individual's educational background, experience, other pertinent professional data, and should be sufficiently detailed to demonstrate an individual's qualifications and experience.

CDOS or County retains the right of approval over all proposed personnel, including potential substitutions to those proposed in response to this RFP. You must commit to replace project personnel whose performance is unsatisfactory to CDOS or County, with other personnel whose experience and skills are acceptable to CDOS or County.

The terms of this section apply to any and all vendors, including subcontractors, assignees, and successors involved in this project.

Page Limit: none

5.3.14 UVS System Requirements

Information provided in this final section of your Business Proposal will be used by the evaluation committee to determine how well your proposed system meets the requirements of Colorado.

The RFP Team has drafted a list of requirements that address the voting system needs of the State. These requirements are listed in **RFP Appendix B – System Requirements Table**. You must copy the requirements tables into this section of your proposal response and complete the table by following the instructions provided at the beginning of Appendix B. The Appendix instructions address the situation where you may only be interested in satisfying State requirements for a specific portion of the UVS.

CDOS understands that you may not meet all system requirements. That is not necessarily a reason to not be selected as the awarded vendor.

Page Limit: None

5.4 Cost Proposal

You must submit your cost proposal in the format identified in *RFP Appendix C - Cost Proposal Spreadsheet*. Please note that the Cost Proposal must be:

- 1) Submitted separately from the Business proposal in a manner described in *RFP Section 5.1 Packaging*; and
- 2) Submitted in the pre-formatted Microsoft Excel spreadsheet file, which is provided in *RFP Appendix C - Cost Proposal Spreadsheet* and on the CDOS Uniform Voting System project website.

Your proposed cost should be based on implementing the UVS in the **Colorado Target County** described in *RFP Section 5.3.12 Preliminary Project Schedule and Staffing Plan*.

If you need to provide more detail regarding a particular cost line item, you may include a numbered **NOTE** on the line and include your notes, with corresponding NOTE #, in an attachment to your Cost Tables spreadsheet.

5.4.1 Hardware Cost Table

This table is designed to identify all the hardware costs associated with the proposed Target County system. Enter the proposed hardware components on each line with the applicable information. Vendor may add more rows if needed.

5.4.2 Software Cost Table

This table is designed to identify all the software costs associated with the proposed Target County system. Enter the proposed software components on each line with the applicable information. Vendors may add more rows if needed.

5.4.3 Project Labor Cost Table

This table is designed to identify all the project labor costs associated with the implementation of the proposed Target County system. Enter the proposed labor activities in the proper section with the applicable information. The section for Customization should include the applicable Requirement ID numbers from the *RFP Appendix B – Systems Requirements Table*. Vendor may add more rows if needed.

5.4.4 Support Cost Table

This table is designed to identify the various post-implementation Target County support costs associated with operating and maintaining the proposed system. Vendor may enter one line within each support type along with its cost or, if itemization of costs is desired, multiple lines may be used under a support type. Vendor may add more rows if needed.

5.4.5 Miscellaneous Cost Table

This table is designed to identify all the miscellaneous costs associated with the proposed Target County system and project. Enter the various components on each line with the applicable information. Vendor may add more rows if needed.

5.4.6 Vendor Hourly Rate Table

This table is designed to identify the rates that the Vendor will charge for any work identified and approved beyond the scope of this RFP and the contract. These rates will also apply to any Post-Implementation Software Development services. Enter the proposed labor description on each line with the applicable information. Vendor may add more rows if needed.

Page Limit: none

5.5 Proposal Section Numbering

The Business Proposal sections must be numbered as shown below. You may use sub-numbering within the Section numbers as desired.

Section Number	Section Title	Page Limit
None	State of Colorado Request for Proposal Cover Sheet	1
None	Transmittal Letter	4
1.0	Executive Summary	5
2.0	Company Overview	5
3.0	Company Financial Status	None
4.0	Relevant Business Experience	20
5.0	Prior Proposals	3
6.0	Project Approach	50
6.1	Project Management	-
6.2	UVS Software	-
6.3	UVS Hardware	-
6.4	Database	-
6.5	Data Migration	-
6.6	Test Strategy	-
6.7	Training	-
6.8	Implementation	-
6.9	Support	-
7.0	Sample Reports	50
8.0	Sample Project Artifacts	30
9.0	General Questions	30
10.0	Preliminary Project Schedule and Staffing Plan	15
11.0	Proposed Staffing	None
12.0	UVS System Requirements	None

The Cost Proposal consists of the Cost Proposal Spreadsheet containing the following worksheets:

1.0 Hardware Cost Table
2.0 Software Cost Table
3.0 Project Labor Costs Table
4.0 Post-Implementation Support Cost Table
5.0 Miscellaneous Cost Table (Target County)
6.0 Customization Cost Table (Non-Labor Costs)
7.0 Vendor Hourly Rate Cost Table

SECTION 6 PROPOSAL EVALUATION

6.1 Introduction

CDOS will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this Request for Proposal. CDOS has no preconceived notions as to what a Uniform Voting System may look like in relationship to current systems in place or other proposed innovations in elections technology. The objective of the final evaluation is to determine the proposal that most effectively meets CDOS goals and requirements. If a contract is awarded for this project, it will be awarded to the Vendor or Vendors whose proposal, conforming to the RFP, will be most advantageous to CDOS and the State of Colorado, price and other factors considered.

CDOS will select a number of knowledgeable professionals to review and score submitted proposals to determine which, at a minimum:

- 1) Demonstrate a sound approach
- 2) Demonstrate experience and qualifications
- 3) Best understand and meet RFP requirements
- 4) Quote reasonable costs
- 5) Minimize risk of failure to CDOS/Counties and the State of Colorado
- 6) Have adequate finances and resources to successfully complete the project
- 7) Have adequate and qualified personnel

6.2 Evaluation Process

CDOS reserves the right to award on receipt of initial proposals. If award is not made upon receipt of initial proposals, CDOS will provide the Vendors remaining in the competitive range with written requests for clarifications and notice of deficiencies in their proposals. Vendors will be provided a date at which oral presentations and demonstrations will be heard. Each oral presentation and demonstration is planned to be approximately four hours in duration. The presentation will consist of a Vendor briefing concerning its technical approach and must also address clarifications and deficiency items identified by CDOS that may lead to discussions. Guidelines regarding the oral presentations will be distributed in advance to those Vendors remaining in the competitive range.

Vendors may be given an opportunity, after the conclusion of the oral presentations, to submit a best and final offer (BAFO). Vendors will be informed in writing of the date by which the BAFO is due. Vendors must make any revisions CDOS deems necessary to clarify or correct weaknesses in their proposal. Revisions must be made by "change page" to proposals, including pricing. CDOS does not require complete, substantial proposal rewrites. Vendors are cautioned not to make changes in the technical approach or make price or cost revisions that are not clearly explained or justified in any proposal revision. Vendors assume the risk that proposed revisions be adequately explained so CDOS understands the nature of the revisions and the risk to CDOS from unreasonable forecasts of Contractor costs.

Proposal evaluators will consist of CDOS cross-discipline representatives, including election program personnel and information technology professionals. County and public representatives will also be represented in the evaluation of proposals. Evaluators will have an opportunity to modify their scores and comments based on deliberative discussions.

While a numerical rating system will be used to assist the evaluators in selecting the competitive range (if necessary) and making the award decision, the award decision is ultimately a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and relative weights.

Vendors should not assume that they will have an opportunity for oral presentations or revisions of proposals, so they should submit their most favorable proposals as their initial proposal. If award is not made on receipt of initial proposals, Vendors in the competitive range will be provided an opportunity to make an oral presentation as part of the discussions. The competitive range determination will be based on the written proposals, so Vendors are cautioned to ensure that their proposals adequately convey the soundness of their approach and understanding of the requirements.

6.3 Evaluation Procedure

6.3.1 Evaluation Phase 1 – Administrative (Pass/Fail)

Proposals will be evaluated to determine if the administrative requirements have been met. These requirements include:

- 1) Proposals have complied with the bid due date and time
- 2) The requested format and number of copies are adhered to
- 3) Page limits and font size meet requirements
- 4) The Request for Proposal Cover Sheet meets the content and other requirements
- 5) The Transmittal Letter is enclosed and meets the content and other requirements
- 6) Separate packaging rules are followed

Vendor shall be considered noncompliant and may be eliminated from further evaluation if these administrative requirements are not followed.

6.3.2 Evaluation Phase 2 – Business Proposal (75% weight factor)

Only those Vendors who pass Evaluation Phase 1 will enter Evaluation Phase 2. Phase 2 will result in a numerical score based upon the information provided in the Vendor's Business Proposal, the clarity and conciseness of the information presented, and how well it meets the requirements as defined in each section.

6.3.3 Evaluation Phase 3 – Cost Evaluation (25% weight factor)

Each proposal will be assigned points based on the Cost Proposal. CDOS will use the costs presented for hardware, software, labor, support and miscellaneous items in the cost evaluation of the proposal.

6.3.4 Evaluation Phase 4 – Initial Points Calculation

The points assigned in Phases 2 and 3 will be added together to produce an initial point score for each proposal. A determination will be made as to which Vendors, offering the most advantageous proposals, remain in the competitive range.

6.3.5 Evaluation Phase 5 – Oral Presentations and Demonstrations

At the sole option of CDOS, some or all Vendors may be determined to be eligible for further evaluation in this phase. If requested by CDOS, Vendors shall provide an oral presentation concerning their overall proposal. Selected Vendors must be prepared to provide a presentation at a Denver metro location, during the timeframe listed in *RFP Section 2.6 Schedule of Activities*. Vendors will be given at least seven calendar days advance notice to prepare their oral presentation.

These presentations will provide Vendors with an opportunity to present information to the evaluators that the evaluators will use to award points to the proposal based on the following:

- 1) The Vendor's grasp and understanding of the project as a whole
- 2) The Vendor's overall approach to project execution and management
- 3) The Vendor's proposed UVS solution

The Vendor's complete solution (hardware and software) must be demonstrated to the evaluators by the Vendor in not more than four hours. The solution is not expected to address ALL requirements in this RFP, but only those requirements the Vendor addressed in their response. The purpose of this activity is to allow the evaluators to witness how the solution meets requirements and to gain a better understanding of the Vendor's proposed solution.

If a Vendor is unable or unwilling to provide this demonstration, an explanation as to why must be provided in the proposal.

6.3.6 Evaluation Phase 6 – Final Points Calculation

The points assigned in Phases 2 and 3 will be re-evaluated and subject to adjustments based on Phase 5 activities. The adjusted points will be added together to produce a final point calculation for each proposal.

6.4 Notice of Intent to Award

Award shall be made to the Vendor(s) offering the most advantageous proposal, price and other factors considered.

CDOS anticipates making a proposal selection within 90 days after the closing date of December 2, 2013 for receipt of proposals. Upon selection, and after required approvals, CDOS will post a Notice of Intent to Award on the CDOS UVS website.

SECTION 7 RFP APPENDICES

The RFP, including the seven appendices, will be posted on the CDOS UVS Project webpage as one PDF document. Appendices A, B, and C will also be available on the CDOS UVS Project webpage as separate downloadable documents in MS Word (Appendices A and B) or MS Excel (Appendix C) format.

- 7.1 Appendix A – Proposal Cover Sheet**
- 7.2 Appendix B – System Requirements Table**
- 7.3 Appendix C – Cost Proposal Spreadsheet**
- 7.4 Appendix D – Statement of Work**
- 7.5 Appendix E – County Voting Equipment Inventory - Nov 2012**
- 7.6 Appendix F – County Polling Location Minimum Counts**
- 7.7 Appendix G – State Contract Template**

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

Appendix A

Proposal Cover Sheet

October 1, 2013

**State of Colorado Uniform Voting System
Request for Proposal (RFP) Cover Sheet**

SEALED RESPONSES MUST BE MAILED OR DELIVERED TO:

**Colorado Department of State
Attn: Al Davidson
1700 Broadway
Suite 200
Denver, CO 80290**

SOLICITATION NUMBER:	CDOS-UVS-2013-01
DEADLINE DATE AND TIME:	December 2, 2013 at 5:00 PM MOUNTAIN TIME
PURCHASING CONTACT:	Al Davidson
PHONE NUMBER:	303-895-2200, ext. 6361 (for delivery questions only)

BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND NINETEEN (19) COPIES OF THE PROPOSAL AND ONE ELECTRONIC COPY FOR BOTH THE BUSINESS PROPOSAL AND COST PROPOSAL.

BIDDERS MUST COMPLETE THE BELOW INFORMATION.

F.E.I.N.	
DELIVERY DATE	
AUTHORIZED SIGNATURE	
TYPED/PRINTED NAME	
TITLE	
COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP	
CONTACT FOR CLARIFICATIONS	
CONTACT TITLE	
PHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

IMPORTANT: THE FOLLOWING INFORMATION MUST BE ON THE OUTSIDE OF THE RFP SUBMITTAL ENVELOPE AND/OR PACKAGE. SEE THE RFP FOR MORE DETAILED INSTRUCTIONS.

**<VENDOR NAME>
RFP # CDOS-UVS-2013-01 <BUSINESS OR COST> PROPOSAL
DUE ON DECEMBER 2, 2013 AT 5:00PM MDT
PACKAGE # OF #**

Please be advised that telegraphic or electronic responses (Fax, Western Union, Telex, etc.) cannot be accepted as a sealed proposal. Bidders are urged to read the RFP documents thoroughly before submitting a response.

This Proposal Cover Sheet **must** be signed by a representative of the vendor who is legally authorized to bind the vendor to their proposal. Vendors will be required to submit confirmation of their F.E.I.N. number prior to any issuance of Contracts, Purchase Orders, or payments resulting from this RFP.

RETURN THIS SHEET WITH THE PROPOSAL

State of Colorado

Department of State



Uniform Voting System Request for Proposal RFP # CDOS-UVS-2013-01

Appendix B System Requirements Table October 1, 2013

INSTRUCTIONS FOR COMPLETING SYSTEM REQUIREMENTS TABLES

The Vendor must assign a Response Code to each listed requirement. Use only the values of 1, 2, 3, 4, or 5 as a Response Code. The Response Code values and meanings follow:

- 1 – The proposed solution **provides full functionality for the requirement**. Some configuration may be necessary. This functionality is considered part of the base solution cost.
- 2 – The proposed solution **provides partial functionality for the requirement**. Customization and additional costs are required to meet full functionality and **customization is being proposed**. In such cases, the Vendor shall provide a description, in the Vendor Response column, of the partial functionality provided. If customization would cause a certification issue, please explain in the Vendor Response column. Customization Costs to provide complete functionality shall be included in the Cost Proposal in the Customization Cost category.
- 3 – The proposed solution **does not provide any functionality required for the requirement**. Customization and additional costs are required to meet full functionality and **customization is being proposed**. If customization would cause a certification issue, please explain in the Vendor Response column. Customization Costs to provide complete functionality shall be included in the Cost Proposal in the Customization Cost category.
- 4 – The specific requirement is **not met, and the vendor does not propose a customization or service to meet it**. In such cases, the Vendor shall provide in the Vendor Response column an explanation of the reason(s) for not proposing customization to meet the requirement, including any potential workaround options.
- 5 – The Vendor is **not proposing a solution for requirements within the Requirement Category**, but is proposing solutions to requirements in other Appendix B table categories. For example, a vendor may be proposing a solution that addresses Electronic Voting Equipment only. In this example, the vendor would mark each Electronic Voting Equipment requirement with the appropriate Response Code and mark all the requirements in other categories with a Response Code of “5”.

CDOS may include a **Note** at the end of a requirement statement requesting information from vendors. Vendors should address the Note by providing answers or information in the Vendor Response column. If the answer or information is lengthy and is provided in another area of the vendor’s RFP response, a specific reference to that area may be provided in the Vendor Response column. If multiple notes are listed in a requirement, please identify the note number associated with each vendor response.

System Requirements Tables for the following categories of requirements are contained in this Appendix B. Each category is stored in its own MS Word table. Each category is further divided into sub-categories. The major categories and category definitions are as follows:

- **A – Election Management System (EMS)** – this category addresses the software needed to programmatically create an election, design ballots, program voting system configurations, view stored cast votes and ballot images for adjudication, and provide for system reports.
- **B – Polling Location Ballot Scanner and Tabulation Equipment** – this category covers hardware and software used at a polling location to scan and tabulate ballots.
- **C – Central Ballot Scanner and Tabulation Equipment** – this category includes hardware and software used at a central location to scan and tabulate ballots. This equipment is typically used for processing mail/absentee ballots in volume.
- **D – Electronic Voting Equipment** – this category includes hardware and software that allow a voter to enter a vote by interfacing with an electronic device (e.g. touchscreen, touch controls, audible speech, sip and puff, paddles) rather than manually marking a ballot. By statute, the electronic voting equipment must generate a verifiable paper trail in the form of a printout or an actual machine marked ballot. The electronic voting equipment may or may not tabulate the votes. If the equipment is the type that marks a ballot, it is possible that the ballot will be scanned and tabulated by another piece of equipment. In this case, the machine marked paper ballot is the VVPAT.
- **E – Automated Ballot Envelope Scanning, and Signature Verification** – this category includes hardware and software to scan ballot envelopes, capture an image of the envelope (including voter signature), and affix certain information to the envelope (e.g. date, time, county identifier). The signature verification function is typically software driven and performed without human intervention. When exceptions are encountered by the automated system, an authorized user can view the signature captured by the envelope scanner or physically view the actual envelope and compare the signature image with the signature maintained in the voter registration system.
- **F – Mail Ballot Tracking** – this category addresses requirements for a mail ballot tracking system to be used by all counties in Colorado.
- **G – Vendor Training and Support** – this category addresses training and support requirements of the voting system vendor.
- **H – Miscellaneous Requirements** – this category identifies miscellaneous requirements related to auditing, voting system certification, testing of hardware/software, security, and system documentation.

The Requirements tables are set up to not allow rows to break across pages. If a vendor response is long enough to cause a table row to be longer than one page can handle, please change the Microsoft Word Row Property for that particular row to allow it to break across pages.

A vendor may respond to any or all of the Requirement Categories “A” through “F”, depending on the products and services the vendor is offering to Colorado. For instance, a particular vendor may only be offering a Mail Ballot Tracking system and; therefore, would only respond to the Mail Ballot Tracking category “F”. Another example might be a vendor who only wants to propose an Electronic Voting Equipment solution and; therefore, would only respond to the Electronic Voting Equipment category “D”.

Any vendor who responds to one or more of the Requirement Categories “A” through “F” must also, where applicable, complete the Requirement Categories of “G” for Vendor Training and Support and “H” for Miscellaneous Requirements.

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Election Creation	A-1	Allow county and state election officials the ability to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within their jurisdiction.		
Election Creation	A-2	Provide definition for separate ballot styles that reflect different combinations of contests that are included depending on place of residence of the voter or similar administrative criteria.		
Election Creation	A-3	Provide software capability for the creation of newly defined elections.		
Election Creation	A-4	Provide software capability for the retention of previously defined election setups.		
Election Creation	A-5	Provide software capability to copy, edit, and delete previously defined elections.		
Election Creation	A-6	Generate all required master and distributed copies of the voting program in conformance with the definition of the ballot for each voting location and voting device, including devices required to facilitate mail-in voting and voters with disabilities.		
Election Creation	A-7	Provide for all distributed copies of the voting program, resident or installed, in each voting device to include all software modules required to monitor system status and generate machine-level audit reports, to accommodate device control functions performed by voting location officials and maintenance personnel, and to accept and accumulate votes.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Election Creation	A-8	<p>Provide for a unified, integrated centralized database that allows global edits by authorized users.</p> <p>Note: Please describe how the system minimizes the need to update a particular data element in multiple locations for a change made to that data element anywhere within the database. For instance, removing a candidate that appears in multiple ballot styles or changing a voting location designation that appears in multiple places in the database.</p>		
Election Creation	A-9	<p>Provide a test mode which supports testing to validate the correctness of election programming for each voting device and ballot style and ensure that the ballot display corresponds with the installed election program.</p>		
Election Creation	A-10	<p>Be able to import electronically from the Secretary of State and counties in an agreed-upon format that contains, at a minimum, the following data:</p> <ul style="list-style-type: none"> a. Full candidate name b. Candidate sequence, title and text of ballot questions, and voting language options c. Office name d. Contest name, including candidate name in case of retention contest e. Maximum number to vote for each office f. Party affiliation g. Number of eligible registered voters at the precinct h. Number of active registered voters at the precinct. 	

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Election Creation	A-11	Be able to export electronically to the Secretary of State and counties in an agreed-upon format that contains, at a minimum, the following information: a. Full candidate name b. Office name c. Contest name d. Number of votes for each candidate and ballot question e. Number of votes against each ballot question f. Number of undervotes in each contest g. Number of overvotes in each contest h. Number of people voting by precinct and by party affiliation (if applicable) i. Number of registered voters at the precinct level (by party affiliation, if applicable)		
Election Creation	A-12	Allow EMS authorized users the ability to create custom voter instructions that may include images.		
Election Creation	A-13	Provide the flexibility to have an election created by an authorized user (vendor, county, state or other third party) and import or export as necessary.		
Election Creation	A-14	Accommodate multiple languages (English and Spanish required). Note: Please explain the capabilities of your system to handle multiple languages.		
Election Creation	A-15	Allow for a mock election setup and support for public use prior to the initiation of a live election.		
Election Creation	A-16	Allow for precinct numbers containing at least 10 digits/characters.		
Ballot Creation	A-17	Provide for standard ballot layout prototypes to be edited for ease of election specification.		
Ballot Creation	A-18	Provide an authorized user the ability to customize the standard ballot layouts.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ballot Creation	A-19	Provide software capability for authorized users to create newly defined ballot layouts. The system will be designed so as to facilitate error-free definition of ballot layouts for electronic voting equipment and paper ballot optical scanning equipment. For example, the system should have the capability to report discrepancies between ballot layouts.		
Ballot Creation	A-20	Allow for creation of two-sided and multi-page ballots. Note 1: Please explain how your system handles the creation of multi-page ballots. Note 2: Please explain any built-in control your system has for preventing bleed-through ink from erroneously marking votes on both sides of a two-sided ballot.		
Ballot Creation	A-21	Have the capability to reprogram, download, and reinstall a ballot for an electronic voting device or paper ballot optical scanner. Note: Please explain the process and procedure, with time frames, required to reprogram, download, and reinstall a ballot on the voting device in the event that there is a change to a name or contest on the ballot in the final few weeks before an election.		
Ballot Creation	A-22	For each election, generate and maintain a contest title and candidate name database and provide for the production or definition of properly formatted ballot layouts for use on paper ballots and electronic voting devices. This database will assist the operator to design and edit ballot layouts for paper ballots and electronic voting devices with a minimum amount of repetitive tasks.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ballot Creation	A-23	Provide a mechanism for the definition of the ballot, including the definition of the number of allowable choices for each office, contest, measure, and for special voting options such as write-in candidates. Note: Please state your solution's maximum number of potentially active voting positions (arranged to identify party affiliations if a primary election), offices and their associated labels and instructions, candidate names and their associated labels and polling instructions, and issues or measures and their associated text and instructions.		
Ballot Creation	A-24	Provide for the retention of previously defined ballot layouts.		
Ballot Creation	A-25	Provide for the modification of previously defined ballot layouts, subject to additional security requirements, after an election has been defined.		
Ballot Creation	A-26	Provide for all voting options and specifications as provided for in the Colorado Revised Statutes, including the requirements for a recall election and instant runoff voting (IRV) (section 1-7-1003, C.R.S.). Note: Ranked Voting Methods, including IRV, are currently features used in local jurisdiction elections and not at the State or County level. However; since counties often conduct elections for local jurisdictions, please explain the capabilities of your system to create and process a ballot that contains one or more contests requiring a ranked voting and tabulation process.		
Ballot Creation	A-27	Generate sample ballots for each ballot style that will not be accepted or counted by a scanner.		
Ballot Creation	A-28	Generate a consolidated sample ballot containing all races, issues and questions.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ballot Creation	A-29	<p>Produce ballot content output for paper ballot printing, with the following capabilities:</p> <ul style="list-style-type: none"> a. Accommodate non-proprietary print-ready format (e.g. PDF). b. Accommodate multiple stub sizes within same election. c. Accommodate multiple stubs on a ballot. d. Accommodate variable paper ballot stub sizes up to three inches. e. Customize paper ballots with sequential numbering and static fields on ballot stubs. f. Handle multiple font features. g. Handle special character sets associated only with non-English languages. <p>Note 1: Please provide your ballot size capabilities and layout options.</p> <p>Note 2: Please provide information about your system's font capabilities (e.g. typefaces, sizes, kerning and leading, color, bolding, underscoring, and italics).</p>		
Ballot Processing	A-30	<p>Output ballot content to an election media device for use in equipment (electronic voting devices, scanners, tabulators, etc.).</p>		
Ballot Processing	A-31	<p>Output ballot content to accommodate accessible voting, including adjustable audio and visual output.</p> <p>Note: Please detail capacity limits of data fields for accessible voting (e.g. font sizes, display options).</p>		
Ballot Processing	A-32	<p>Allow authorized users to electronically adjudicate ballots to reflect voter intent, while retaining the originally marked ballot image.</p> <p>Note: Please explain the process of ballot adjudication using your system.</p>		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Vote Results Reporting	A-33	Report vote tally results by individual voting device. Note: For the purposes of this RFP, the Vote Results Reporting requirements are shown as part of the EMS. Some vendors may have a reporting module that is considered separate from their EMS and, if so, can explain that in their response to this requirement.		
Vote Results Reporting	A-34	Report vote tally results by contest jurisdiction-wide.		
Vote Results Reporting	A-35	Report vote tally results by contest by precinct.		
Vote Results Reporting	A-36	Report the total votes for each candidate for each contest, as well as by candidate by precinct.		
Vote Results Reporting	A-37	Report vote tally results by voting location.		
Vote Results Reporting	A-38	Report vote tally results by ballot source (e.g. Early Vote, Election Day, Mail, and Provisional).		
Vote Results Reporting	A-39	Report votes by ballot style.		
Vote Results Reporting	A-40	Report votes by ballot batch.		
Vote Results Reporting	A-41	Report votes by ballot style within precinct.		
Vote Results Reporting	A-42	Report undervotes and overvotes in each contest, with the option to exclude from reports.		
Vote Results Reporting	A-43	Provide the capability to report ranked-choice voting results.		
Vote Results Reporting	A-44	Report a summary of results in addition to the detailed Statement of Votes Cast reports.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Vote Results Reporting	A-45	Report certified write-in candidate results in each contest with the ability to exclude from reports.		
Vote Results Reporting	A-46	Import election night voter registration counts for Active and Total voters and report percent turnout relevant to vote tally for both Active and Total registrations.		
Vote Results Reporting	A-47	Report and export each report in either PDF, XLS, TXT, EML, or CSV formats. Note: Please identify the formats available in your system.		
Vote Results Reporting	A-48	Provide for Zero reports to be printed prior to first upload of voting results.		
Vote Results Reporting	A-49	Allow the capability to select any combination of reports to be run and logged at any time permissible.		
Vote Results Reporting	A-50	Provide customization of report headers (e.g. “Unofficial” or “Final Unofficial”), contest labels and print layout. Note: Please explain any character limitations imposed by your system on labeling, reporting or exporting.		
Vote Results Reporting	A-51	Include creation date, time, and page numbers on all reports.		
Vote Results Reporting	A-52	When the total number of votes cast by voters on a specific ballot style/precinct or with a particular voting method or at a particular voting location is less than the currently allowed threshold of ten, the vote tallies for all such subgroups are to be reported in aggregations such that each category always contains at least ten, per section 1-8-308(b), C.R.S. This is also applicable to property owner ballots. Note: Please explain how your system will accommodate this requirement for all reports to maintain voter privacy.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Vote Results Reporting	A-53	Allow the minimum threshold number of votes to be changed if the legal requirement changes. This requirement refers to section 1-8-308(b), C.R.S.		
Vote Results Reporting	A-54	Be able to include or exclude property owner ballot results from reports.		
Vote Results Reporting	A-55	Provide an option to suppress a race or candidate from all reports, when either is withdrawn from the ballot.		
Vote Results Reporting	A-56	Provide an easily readable method to identify the candidate(s)/measure with the most votes in each contest. If more than one winner is possible, identify all winners. Note: Your system should have this feature as an option, so not used on partial results reports.		
Vote Results Reporting	A-57	Have the capability to report political party designation for each candidate for partisan elections.		
Import/Export	A-58	Import/export ballot information and voter registration information files to be exchanged from/to Colorado's centralized statewide voter registration database (SCORE).		
Import/Export	A-59	Display detailed upload status for each portable vote storage media unit (e.g. memory card) by polling location and counting center. Note: For example, users should be able to visually confirm an exact match between the physical portable vote storage media unit being uploaded and the unit identified by the EMS. (e.g. If an authorized user is uploading "Polling Location A, Memory Card 01", onscreen the user should be able to visually confirm that the system is uploading "Polling Location A, Memory Card 01." Please explain how your solution handles this scenario.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Import/Export	A-60	Prevent the upload of wrong or duplicate portable vote storage media units. Note: Please explain your system’s safeguards against errant or multiple uploads from portable vote storage media units and how to correct the problem if it should happen.		
Import/Export	A-61	Produce and print a list, at any time in the process, showing which portable vote storage media units have and which have not been uploaded.		
Import/Export	A-62	Save a report to a local or portable drive for transfer to a networked computer in a non-proprietary format.		
Import/Export	A-63	Display error messages and instructions to recover during importing and exporting operations.		
Data Storage and Processing	A-64	Maintain election data in a secure environment. Note: Please describe how EMS data is stored and secured from unauthorized access and/or manipulation.		
Data Storage and Processing	A-65	Provide the capability for counties to upload, from election media, externally created election setup data.		
Data Storage and Processing	A-66	Provide a means to upload vote count results to the EMS from vote collection/tabulation equipment.		
Data Storage and Processing	A-67	Provide statistics of batches (e.g. number of ballots in each batch, number of batches pending, number of batches deleted, and number of batches saved). Note: Does your system have a batch size and/or number of batches limitation and, if so, what is it?		
Data Storage and Processing	A-68	Have the ability to delete saved ballot batches from the system. Note: Please explain how your system manages batch accountability identification.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
A – ELECTION MANAGEMENT SYSTEM (EMS)**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Data Storage and Processing	A-69	Have data backup capabilities. Note: Please explain any system data backup capabilities and protocols within your system.		
Data Storage and Processing	A-70	Have redundancy capabilities. Note: Please explain any general and real time redundancy features.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
B – POLLING LOCATION BALLOT SCANNING AND TABULATION EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Scanning	B-1	<p>Accurately capture votes from paper ballots.</p> <p>Note 1: Please indicate the speed of your polling location ballot scanner.</p> <p>Note 2: Please describe how acceptance/rejection criteria for ballot marks are established for your polling location scanner.</p> <p>Note 3: Please explain how your polling location scanner is impacted by ballots containing fold creases or other irregularities.</p>		
Scanning	B-2	Notify the voter or an authorized user of errors before accepting the ballot.		
Scanning	B-3	Accept overvoted ballots, upon review, in a manner that allows the voter to review each case of an overvote, one case at a time, and to provide clearly understandable options to further review the ballot, or cast the ballot without further review if the voter chooses not to ask for a replacement ballot.		
Scanning	B-4	Accept undervoted ballots, upon review, in a manner that allows the voter to review each case of an undervote, one case at a time, and to provide clearly understandable options to further review the ballot, or cast the ballot without further review.		
Scanning	B-5	<p>Handle, and reliably account for, multi-page ballots, including when the pages become separated from each other. Count votes regardless of the sequence that pages are scanned or if some pages are not scanned.</p> <p>Note: Please explain how your system reliably accounts for multi-page ballots, including when the pages become separated from each other.</p>		
Scanning	B-6	Display a Public Counter, which shows the number of ballot pages processed.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
B – POLLING LOCATION BALLOT SCANNING AND TABULATION EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Scanning	B-7	Display a Protective Counter showing the count of all ballot pages processed on the equipment, which is not reset after an election.		
Scanning	B-8	Accept ballots in any of the four possible orientations.		
Hardware	B-9	Display the unit serial number(s) of tabulation devices both physically and within any applicable software, logs, or reports.		
Tabulation	B-10	Have the ability to write cast vote records to an election media device during operation that the EMS can disallow from being tabulated prior to the close of polls on Election Day. Note: Please describe the security your equipment provides for ensuring media is not removed until procedurally authorized.		
Tabulation	B-11	Provide a secure means to upload vote count results to the EMS.		
Error Handling	B-12	Identify and reject ballots that are not valid. Note: Please explain how your system identifies ballots that have been printed on nonstandard paper or on a home printer.		
Transportability	B-13	Be easily transported by one person. Note: Describe the transportability characteristics of your equipment (e.g. weight, width, height, wheels).		
Supplies	B-14	Provide dust-and-moisture-proof covers for transportation and storage purposes. Note: Please describe your equipment covers.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
C – CENTRAL BALLOT SCANNING AND TABULATION EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Scanning	C-1	Accurately scan paper ballots into identifiable and locatable batches. Note 1: Please indicate the speed of your central location ballot scanner. Note 2: Please explain how your central location scanner is impacted by ballots containing fold creases or other irregularities.		
Scanning	C-2	Be capable of establishing single ballot batches.		
Scanning	C-3	Retain an electronic image of each voted paper ballot in a non-proprietary format. Note 1: Please describe the format(s) you offer for ballot images. Also describe how your system handles adequate resolution of saved images relative to the paper original. Note 2: Please describe how each electronic image will retain its relationship to the voted paper ballot and any reduction in resolution or compression used before retention of the image.		
Scanning	C-4	Allow the authorized user to verify ballot quantities counted to ballots provided by batch prior to saving to the system.		
Scanning	C-5	Allow the authorized user to verify ballot quantities counted to ballots provided by batch after saving to the system.		
Scanning	C-6	Allow the authorized user to rerun a batch of ballots, if necessary, without impacting results to date.		
Scanning	C-7	Have the ability to logically delete (not physically) saved ballot batches from the system. Note: Please explain how your system manages batch accountability identification.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
C – CENTRAL BALLOT SCANNING AND TABULATION EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Scanning	C-8	Identify and segregate ballots or ballot images with overvotes for adjudication. Note: Please explain how your central count solution allows for physically locating a specific ballot in a batch of ballots.		
Scanning	C-9	Identify and segregate ballots or ballot images with write-ins for adjudication.		
Scanning	C-10	Identify and segregate, for adjudication, ballots or ballot images that cannot be read.		
Scanning	C-11	Identify and segregate, for adjudication, ballots or ballot images that are read as blank.		
Scanning	C-12	Provide information to an authorized user as to why a ballot was segregated.		
Scanning	C-13	Assign a unique number to the batch of ballots and verify that the count is zero upon beginning a scan and giving a total number of ballot pages processed at the close of the batch scan.		
Scanning	C-14	Handle scanning of both front and back page of a ballot when data is contained on back of ballot page.		
Scanning	C-15	Handle and reliably account for multi-page ballots, including when the pages become separated from each other. Count votes regardless of the sequence that pages are scanned or if some pages are not scanned. Note: Please explain how your system reliably accounts for multi-page ballots when pages are out of order or when all ballot pages are not returned, including when the pages become separated from each other.		
Scanning	C-16	Accept ballots in any of the four possible orientations.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
C – CENTRAL BALLOT SCANNING AND TABULATION EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Scanning	C-17	Display publicly the number of ballot pages processed.		
Scanning	C-18	Display a Protective counter showing the count of all ballot pages processed on the equipment, which is not reset after an election.		
Scanning	C-19	Allow the option to disable or enable the review of undervoted ballots.		
Hardware	C-20	Display the unit serial number(s) of tabulation devices both physically and within any applicable software, logs, or reports.		
Tabulation	C-21	Accurately capture votes marked by a voter or a ballot marking device on a paper ballot without adjusting machine thresholds. Note 1: Please characterize the accuracy of your central ballot scanner in capturing voter intent. Note 2: Please describe how acceptance/rejection criteria for ballot marks are established for your central location scanner.		
Tabulation	C-22	Account for overvotes in every contest where overvotes occur. Note: Please explain how overvotes are handled by your system.		
Tabulation	C-23	Account for undervotes in every contest where undervotes occur. Note: Please explain how undervotes are handled by your system.		
Tabulation	C-24	Have the ability to write cast vote records to an election media device during operation that the EMS can disallow from being tabulated prior to the close of polls on Election Day. Note: Please describe the security your equipment provides for ensuring media is not removed until procedurally authorized.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
C – CENTRAL BALLOT SCANNING AND TABULATION EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Tabulation	C-25	Provide a secure means to upload vote count results to the EMS.		
Error Handling	C-26	Identify and reject ballots that are not valid. Note: Please explain how your system identifies ballots that have been printed on nonstandard paper or on a home printer.		
Error Handling	C-27	Continue ballot scanning while electronically or physically segregating and sorting ballots to user-identified categories that need additional attention. Note 1: Please describe how your system handles these situations: <ul style="list-style-type: none"> a. Ballots are unreadable by the scanner. b. Notifying an authorized user whether a ballot has been scanned successfully or not. c. Notifying an authorized user that a ballot has been previously scanned. d. Identifies where a voter marked the box for a write-in but did not write in a name, and where the voter did not mark the box but did enter a write-in candidate on the line. Note 2: Please describe how the relationship of paper ballot to ballot scan to cast vote record will be maintained when this physical or electronic sorting or segregation is taking place.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ballot	D-1	Display choices for the contests, (candidates and measures) of the election for each ballot style.		
Ballot	D-2	When activated for the voter, display prominent ballot identifiers, including precinct, party, and similar identifiers, in order to give the voter the opportunity to verify that they will be voting on the correct ballot.		
Ballot	D-3	Record each voter’s candidate and measure selections as the ballot is cast. Note: This requirement is not applicable to certain ballot marking devices that depend on a produced paper ballot being processed and tabulated elsewhere.		
Ballot	D-4	Have a public counter that displays the number of ballots cast or marked, depending on the functionality of the electronic voting equipment.		
Ballot	D-5	Make clear to the voter how to cast a ballot or print a marked ballot, such that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot or complete the ballot marking session, the action can be easily performed.		
Ballot	D-6	Assure that the ballot marking device automatically returns to a state such the next voter cannot learn how the previous voter voted, once the paper ballot is printed.		
Ballot	D-7	Allow voters, including voters with disabilities, to be able to review their write-in input to the ballot interface, edit that input, and confirm that the edits meet their intent. Note: Please describe how voters, including voters with disabilities, will be able to review their write-in input to the ballot interface, edit that input, and confirm that the edits meet their intent.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ballot	D-8	Provide a method by which voters with disabilities can choose the language of the ballot visually and through the audio interface. Note: Please describe how your electronic voting units provide a method by which voters with disabilities can choose the language of the ballot visually and through the audio interface.		
Hardware	D-9	Display a Protective counter showing the count of all ballots processed on the equipment, which is not reset after an election.		
Hardware	D-10	Display the unit serial number(s) of tabulation devices both physically and within any applicable software, logs, or reports.		
Accessibility	D-11	Provide electronic voting equipment designed to allow for installation in a voting location accommodating access by voters with disabilities in compliance with the Americans with Disabilities Act (ADA), HAVA and all applicable federal and state laws that address accessibility to voting for persons with disabilities. Note: Please describe how your system's features comply with HAVA, ADA and other Federal and State laws that require accessibility for voters with a variety of disabilities, including visual or cognitive impairments. Identify the EAC standards your system meets.		
Accessibility	D-12	Meet the standards for accessible voting systems listed in section 1-5-704, C.R.S. The size of a ballot position and the font size of candidate information must be in accordance with Colorado Election Rules. Note: Please stipulate the maximum available positions on the voting device, based on such size of a ballot position and the font size of candidate information, to be used for an election.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Accessibility	D-13	<p>Include a privacy enclosure or voting booth that contains the electronic voting device(s) designated for voters with disabilities and complies with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) providing sufficient dimensions to allow access to voters who use wheelchairs.</p> <p>Note: Please explain how your voting device complies with all forward and side reach requirements of the ADA and ADAAG.</p>		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Accessibility	D-14	<p>Include electronic voting units adaptable for voters with disabilities either through adjustability of the device or the voting booth or inclusion of an auxiliary device. The auxiliary device should also be lightweight and removable making it portable for use on a voter's lap or provide an alternative solution.</p> <p>Note 1: Please describe your accessible alternative input devices. List such devices and explain the operation of each device and how it accommodates voters with disabilities.</p> <p>Note 2: Please explain how your proposed system accommodates voters with visual disabilities. Include with the description how portions of the displayed ballot may be intensified and/or enhanced, in contrast and font size and then restored to the initial size.</p> <p>Note 3: Please explain how your electronic voting device can be repositioned to accommodate a variety of voters with disabilities. Include any information about the ability of the voter to independently adjust the device.</p> <p>Note 4: Is the voting screen glare-free regardless of positioning?</p> <p>Note 5: Please explain any magnifying capacity of the electronic voting device.</p> <p>Note 6: If your electronic voting unit uses an activation card, please explain how it may be used easily by voters, including voters with disabilities.</p> <p>Note 7: Please explain how your electronic voting unit adequately provides privacy for a voter who uses a wheelchair.</p> <p>Note 8: Please explain how a voter can verify the accuracy of the cast votes.</p> <p>Note 9: Please describe additional features of your system that are designed to accommodate voters with disabilities.</p>		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Accessibility	D-15	Allow for importing of audio ballot content from an outside source (e.g. candidates or pre-recorded audio.). Note: Please explain the process and procedure, with time frames, required to re-program the audio read-back on the voting device in the event that there is a change to a name or contest on the ballot in the final few weeks before an election.		
Accessibility	D-16	Allow for a voter to change volume and/or speed of an audio ballot. Note: Explain how the voter can fast-forward through instructions and measure text.		
Accessibility	D-17	Provide for audio instructions for the ballot and a mechanism for voters with visual impairments to cast a ballot or print a marked ballot, either on the voting unit itself or on a separate device designed for this purpose. The process shall imitate the process used by sighted voters with the exception of the audio interface.		
Accessibility	D-18	Support an enlarged-print ballot screen image for voters with visual impairments. Following the casting of a vote or the printing of a marked ballot, the machine must reset to its initial state to accommodate the next voter.		
Accessibility	D-19	Accommodate voters regardless of their ability to read.		
Accessibility	D-20	Allow for connection of personal auxiliary devices, such as sip/puff or jelly switch devices. Note: Please describe such capabilities provided by your system.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ease of Use	D-21	Be designed so that actions performed by the voter, such as making a vote selection or changing a vote, are easily understood so that errors are prevented to the maximum extent possible, and so that recovery from an erroneous action is facilitated by the features of the system prior to casting the ballot or printing a marked ballot. Note: Please explain how your proposed system facilitates voter actions prior to casting a ballot or printing a marked ballot.		
Ease of Use	D-22	Accommodate font sizes that are adjustable for ease of sight.		
Ease of Use	D-23	During the voting process or prior to casting the vote, display (visually or using audio, as applicable) a summary indicating the choices made or skipped.		
Ease of Use	D-24	Allow the voter the ability to change a selection until the voter is satisfied with the choice at any time prior to the final casting of a ballot or printing a marked ballot. Note: Please explain here how your proposed voting system allows the voter to review and/or modify his/her selections before final casting of the vote or printing of the marked ballot.		
Ease of Use	D-25	Provide a method for the voter to confirm the choices before casting the ballot or printing a marked ballot, signifying to the voter that casting or printing the ballot is irrevocable and directing the voter to confirm his/her intention to cast or print the ballot, and shall further signify to the voter that the ballot has been cast or printed after the voting session is complete..		
Ease of Use	D-26	Provide a means to demonstrate the operation of the electronic voting device to the voters.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Ease of Use	D-27	Disallow a voter to overvote a contest and will enable the voter to correct the selections. Note: Please explain how your proposed system shall not allow a voter to overvote a contest and enable the voter to correct his or her selections.		
Ease of Use	D-28	Warn voters that they have undervoted a contest and permit them to correct or accept the undervote. Note: Please explain here how your proposed system shall warn voters that they have undervoted a contest and permit them to correct or accept the undervote.		
Ease of Use	D-29	Provide a means of recording the votes cast for write-in candidates for any contest that allows write-in candidates. This capability shall allow the entry of as many names of candidates as the voter is entitled to select for each contest in compliance with Colorado's Election Law. Note: Please explain how your proposed system allows for write-in votes for any authorized contest.		
Ease of Use	D-30	During election setup, provide an option to provide the voter with a list of certified write-in candidates.		
Ease of Use	D-31	Provide a screen response that will allow a voter to request a list of certified write-ins if the election setup provided that option.		
Ease of Use	D-32	Allow authorized users the ability to modify the voter instructions for an electronic or audio voting session.		
Ease of Use	D-33	Provide an authorized user an ability to reset screen calibration, including between uses in an election. Note: Please explain if your electronic voting equipment logs such calibration and produces any warnings when calibration needs to be reset.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Uninterrupted Operation	D-34	Provide, in case of power interruption, a means for voting operations to continue. This feature shall consist of either an uninterruptible power supply (UPS) or other means to keep electronic voting equipment active. Note: Please specify how your system will provide notice of power loss or low-battery state, so that election judges or election officials can take appropriate steps.		
Uninterrupted Operation	D-35	Provide for continuous uninterrupted operation for a minimum of two hours in case of power failure. Note: Please specify how long your system will operate without an external power source and under what conditions. If the device does not have a battery backup, what size of UPS will be required to maintain operation for two hours?		
Uninterrupted Operation	D-36	In the event of the failure of an electronic voting unit, retain a record of all votes cast prior to the failure. Note: Please explain how your system retains and reports votes cast in the event of a loss of power.		
Voter Verifiable Paper Trail	D-37	Include, with each voting device, the functionality of a Voter-Verified Paper Audit Trail (VVPAT) that meets all Federal and State Certification requirements. Note 1: Please explain how your proposed voting device complies with this requirement. Note 2: Explain if your proposed system has an alternate means of counting a non-ballot type of VVPAT for audit purposes. The alternative means can include but is not limited to the availability of bar codes and readers for the VVPAT.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
D – ELECTRONIC VOTING EQUIPMENT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Voter Verifiable Paper Trail	D-38	Provide a means for voters with disabilities (visually impaired or unable to read) to review the VVPAT. Note: The review of the VVPAT by voters that cannot see or read the VVPAT requires a feature that enables read-back from the physical VVPAT.		
Voter Verifiable Paper Trail	D-39	Have the capability, if proposing a VVPAT solution that is not an official marked ballot, for the print on the VVPAT to be large enough and dark enough for voters to verify and for election judges to read easily during a recount. Note: Please explain the type of paper used to record the VVPAT and the characteristics of the paper impression to ensure ease of reading and fade resistance. For instance; 18 point font, bold and double spaced would be preferred.		
Transportability	D-40	Be easily transported. Note: Describe the transportability characteristics of your electronic voting equipment (e.g. weight, width, height, wheels).		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
E – AUTOMATED BALLOT ENVELOPE SCANNING AND SIGNATURE VERIFICATION**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Mail Ballot Envelope Processing	E-1	<p>Provide hardware with the capability to scan mail ballot envelopes and perform the following functions:</p> <ul style="list-style-type: none"> a. Scan and capture voter ID barcode b. Scan and capture envelope and signature images c. Log envelope as received d. Endorse (customizable) & date/time stamp envelope e. Separate envelopes that may need manual intervention <p>Note 1: Please provide information about your ballot envelope sorting equipment, including what versions are available for counties with various volumes of envelopes. Can your equipment perform all these above functions in a single pass? If not, please explain the number of passes required and the actions taken on each pass.</p> <p>Note 2: Please indicate if your solution has the capability, assuming envelope and ballot are designed properly, to determine the ballot style of the enclosed ballot.</p>		
Mail Ballot Envelope Processing	E-2	Be capable of generating an output file, with voter ID and voter’s envelope signature, to be matched with SCORE voter registration data and used in the Automated Signature Verification process.		
Mail Ballot Envelope Processing	E-3	<p>Be capable of updating the mail ballot envelope output file with status values (e.g. received, accepted, rejected) so that the SCORE system can use the output file to update voter registration records.</p> <p>Note: Please provide a list of code values your system assigns for ballot envelope processing status.</p>		
Mail Ballot Envelope Processing	E-4	Allow an authorized user the ability to update the disposition code for an envelope (e.g. from “challenged” to “good”).		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
E – AUTOMATED BALLOT ENVELOPE SCANNING AND SIGNATURE VERIFICATION**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Mail Ballot Envelope Processing	E-5	Be configurable for ballot envelope size and design.		
Mail Ballot Envelope Processing	E-6	Be configurable for thickness detection.		
Mail Ballot Envelope Processing	E-7	Automatically separate envelopes when voter ID required into a separate stack or identify them electronically for easy separation.		
Mail Ballot Envelope Processing	E-8	Have an option for sort/pass with the ability to customize sorting definition (e.g. style, precinct, district, unaccepted envelope, signature discrepancy and no signature). Note: Please explain the sort options available in your system.		
Mail Ballot Envelope Processing	E-9	Provide a high-volume solution for counties with a large voter population. Note 1: Please specify the throughput capacity on your high-volume envelope processor. Note 2: County size by registered voter population is as follows: Large = Over 25,000 voters Medium = 10,000 – 25,000 voters Small = Fewer than 10,000 voters		
Mail Ballot Envelope Processing	E-10	Provide a low-volume solution for counties with a small or medium voter population (see E-9 requirement Note 2). Note: Please specify the throughput capacity on your low-volume envelope processor.		
Mail Ballot Envelope Processing	E-11	Provide configurable reports for tray id, tray count and pieces status.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
E – AUTOMATED BALLOT ENVELOPE SCANNING AND SIGNATURE VERIFICATION**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Automated Signature Verification	E-12	Provide tested/proven Automated Signature Verification (ASV) software, which can automatically compare a voter's ballot envelope signature with the SCORE voter registration signature based on a customer selected confidence determination. Note: Please provide any information about your system that might be an alternative to manual removal of the signature security tab on mail ballot envelopes.		
Automated Signature Verification	E-13	Be configurable to meet or exceed a state established acceptance threshold for signature acceptance.		
Automated Signature Verification	E-14	Provide user activity log records that include full description of all human intervention during the ASV process.		
Automated Signature Verification	E-15	Provide an audit function to verify the accuracy of machine accepted signatures.		
Automated Signature Verification	E-16	Extract returned ballot envelopes for manual review when the signature does not meet the acceptance threshold level, is unreadable, or is missing.		
Automated Signature Verification	E-17	Create a record when the signature does not meet the acceptance threshold level. This record will be used to generate a letter when the signature cannot be manually verified. Note: Please explain your process for creating and using these records.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
F – MAIL BALLOT TRACKING**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Mail Ballot Tracking	F-1	Track a mail ballot envelope from the time it is prepared for the voter in an elections office or by a vendor, through every stage of the U.S. Postal Service mail delivery system.		
Mail Ballot Tracking	F-2	Track a mail ballot through stages of the ballot acceptance process after return to the County by the voter. Note: Explain which processes within the Elections Office can be tracked by your system after the ballot envelope is received in that office.		
Mail Ballot Tracking	F-3	Provide sufficient report capability for the election officials to ascertain the status of any and all mail ballots in each stage of the mail ballot process tracked by the system.		
Mail Ballot Tracking	F-4	Provide a system whereby voters can “opt in” to receive messages about their ballot’s status in the process.		
Mail Ballot Tracking	F-5	Provide a system whereby voters who have chosen to “opt in” to receive messages about their ballot’s status in the process can choose to “opt out”.		
Mail Ballot Tracking	F-6	Provide a messaging system that delivers messages via a website to voters who have requested notification about their ballot’s status.		
Mail Ballot Tracking	F-7	Provide a messaging system that delivers messages via email to voters who have requested notification about their ballot’s status.		
Mail Ballot Tracking	F-8	Provide a messaging system that delivers messages via text messaging to voters who have requested notification about their ballot’s status.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
F – MAIL BALLOT TRACKING**

Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Mail Ballot Tracking	F-9	Have sufficient capacity to provide the same level of service to as few as one or as many as 64 counties at the same time. (Estimate up to 4 million records if all counties are participating.)		
Mail Ballot Tracking	F-10	Be able to utilize all email and text messaging vendor systems in use in Colorado.		
Mail Ballot Tracking	F-11	Provide each individual county the ability to personalize messages to its voters based on its elections setup, processes, etc.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
G – VENDOR TRAINING & SUPPORT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Hardware & Software Support	G-1	Include availability of vendor support personnel to assist in hardware and software installation and setup onsite.		
Hardware & Software Support	G-2	Include availability of vendor support personnel to assist in hardware and software installation and setup from a remote help desk.		
Training	G-3	Include availability of vendor supported onsite training personnel to train CDOS and County users.		
Training	G-4	Include availability of self-study user training via the Internet or electronic media.		
Voting Period Support	G-5	Provide 24-hour available technical support for all system components beginning sixty days prior to an election and continuing until the completion of the official canvass (generally twenty days after an election). Note: Please describe your capability to provide extended support, beyond twenty days after and election, for circumstances such as a recount.		
Hardware Parts and Supplies	G-6	Include hardware solutions for the UVS that are supported by a supply chain contingency plan. Note: Please provide an explanation of your supply chain contingency planning. The intent of this requirement is to assess the risk to Colorado of one or more of your suppliers not being able to provide needed components. Identify the depth of your supply chain (e.g. one, two, or more suppliers deep).		
Hardware Parts and Supplies	G-7	Make equipment parts and supplies available through December 31, 2020.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
G – VENDOR TRAINING & SUPPORT**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Hardware Parts and Supplies	G-8	Not require royalty fees, user fees, or other charges or limitations on the printing of ballots designed or printed on vendor devices. Similarly, no fee or limitation shall be placed on any electronic file, report or representation of the vote produced by vendor devices or software.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Auditing	H-1	<p>Store sufficient data in an unalterable system audit log file to allow the auditing of all operations related to election setup, ballot creation, ballot tabulation, results consolidation and report generation. The audit log file shall contain:</p> <ul style="list-style-type: none"> a. An identification of the program and version being run. b. An identification of the election file being used. c. A record of all options entered by the operator, including operator ID. d. A record of all actions performed by a subsystem of the system. e. A record of all tabulation and consolidation input. f. Audit log records that are created and maintained in the sequence in which operations were performed, with date/time stamps. <p>Note 1: Please explain what audit trail techniques and audit reports are incorporated in your proposed system.</p> <p>Note 2: Please provide a list of all audit log files, the file location within the voting system, and the procedures to navigate to and retrieve them from the voting system.</p> <p>Note 3: Please describe steps needed to protect the audit logs from possible unintentional or intentional erasure or alteration.</p> <p>Note 4: Please provide a sample set of audit reports (system logs, etc.) from an election in a county with 200,000 or more registered voters (not necessarily in Colorado).</p>		
Auditing	H-2	Accommodate random audits on electronic voting and tabulation devices.		
Auditing	H-3	Accommodate random audits on paper vote capture and tabulation devices.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Auditing	H-4	Log all activity on voting equipment including: when turned on/off, any errors, power failure, power restoration, when an error occurred and when an error was resolved.		
Auditing	H-5	Run real time reports, when needed.		
Auditing	H-6	Run post-election diagnostics on all auditable equipment in a manner that does not endanger the integrity of the election record. Note: Please explain your system's post-election diagnostic capabilities.		
Auditing	H-7	Provide for adequate information to facilitate a recount under Colorado law.		
Auditing	H-8	Have a permanent paper record of each vote for audit purposes.		
Auditing	H-9	Support a Risk Limiting Audit, as defined in section 1-7-515(5)(b), C.R.S. sufficient to audit the functionality of electronic and paper vote capture as well as vote tabulation devices. Note 1: Please describe how your proposed system supports the execution of a Risk Limiting Audit. Note 2: Does your solution place unique identifying numbers on ballots as they are scanned? Note 3: Section 1-7-515, C.R.S. stated that Colorado must begin risk-limiting audits in 2014, but was revised in the 2013 session to extend the start of the requirement to 2017.		
Auditing	H-10	Incorporate a real time clock as part of the system hardware and all audit log record entries shall include a date/time stamp.		
Auditing	H-11	Use a real time clock that will continue to run during a power loss.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Auditing	H-12	Print audit reports on the standard system hardcopy output device when the following conditions are met: <ul style="list-style-type: none"> a. The generation of an audit trail report does not interfere with the production of other output reports. b. The entries can be identified so as to facilitate their recognition, segregation and retention. c. The physical security of the audit record entries can be ensured. 		
Auditing	H-13	Create audit records during the election definition and ballot preparation phases showing completion of the baseline ballot layouts and any modifications to them, a description of the modifications and a date/time stamp.		
Auditing	H-14	Create audit records during the pre-election phase that include electronic and manual data entered and maintained by election personnel, election definitions, instances of all final ballot layouts and the ballot preparation edit event log.		
Auditing	H-15	Create audit records prior to the initiation of ballot counting to verify hardware and software status. These particular audit records shall include the identification of the software release, the identification of the election to be processed and the results of hardware and software diagnostic tests.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Auditing	H-16	<p>Create in-process audit records containing data documenting system operation during diagnostic routines and any machine generated error and exception messages. Examples of these audit records include:</p> <ul style="list-style-type: none"> a. System startup diagnostic and status messages. b. Checks that pre-count reports show zeroes. c. The source and disposition of system interrupts resulting in entry into exception handling routines. d. All messages generated by exception handlers. e. The identification code and number of occurrences for each hardware and software error or failure. f. All operator actions. g. Notification of system login or access errors, file access errors and physical violations of security. h. Other exception events such as power failures, failure of critical hardware components, data transmission errors, and other types of operating anomalies. 		
Auditing	H-17	<p>Provide an in-process audit report, for post-election use, consisting of data containing a record when each vote is initiated and each ballot is cast.</p>		
Auditing	H-18	<p>Print reports necessary to assist election officials in performing a manual count as required by Colorado election law and rules.</p> <p>Note 1: Please explain how your proposed system can create the reports necessary to allow election officials to perform and validate a manual count.</p> <p>Note 2: Please explain how, in the case of a recount, the election can be reconstructed ballot by ballot, while still maintaining voter privacy.</p>		
Auditing	H-19	<p>Record audit log entries onto durable non-volatile storage.</p>		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Auditing	H-20	Export audit logs in formats suitable for use by elections officials and the public including common electronic formats (PDF, Excel, CSV, TXT, EML).		
Certification	H-21	Be certified or certifiable by the EAC, another state, or Colorado. Note 1: If not certified, please explain. Note 2: See section 1-5-601.5, C.R.S. for Colorado voting system certification compliance with federal regulations. RFP section 5.3.11 has a question on certification status of vendor proposed solutions.		
Testing	H-22	Be configurable so as to be capable of performing the following functions on all system hardware/software, in compliance with current Colorado statutes and rules: a. Hardware test b. Logic and Accuracy Test c. Post-Election Audit d. Pre-Recount Logic and Accuracy Test e. And capable of performing the Colorado Risk Limiting Audit commencing no later than 2017.		
Testing	H-23	Allow authorized user creation of scripted simulation Logic and Accuracy tests with various patterns (e.g. 1,2,3 or 1,1,1 or 1,2,3,4,5...). Note: Please explain how your system allows for pre-determined simulation for creating test ballots and electronic voting equipment test input.		
Testing	H-24	Have the capability to test ballot layouts to verify the allowable number of votes for a contest or question and the combinations of voting patterns permitted or required by the using jurisdiction.		
Testing	H-25	Provide capability to permit diagnostic testing of all the major components within each electronic vote capture device.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Testing	H-26	Ensure non-contamination of voting data through tests of all data paths and memory locations to be used in actual vote recording.		
Testing	H-27	Provide evidence in an audit record that test data has been expunged.		
Testing	H-28	Allow the ability to load and test audio ballots in electronic vote capture equipment.		
Testing	H-29	Provide the ability to print all necessary reports for proofing the results of logic and accuracy testing.		
Security	H-30	Provide an environment whereby all databases and data are maintained with provisions for operational security, access control and auditability. Note 1: Please describe the authentication protocols for access to the EMS database and your system's processes for providing operational security and auditability. Note 2: System security must not obstruct authorized access to event or audit logs, and printing or exporting of reports.		
Security	H-31	Require two factor authentication for access to the EMS and all tabulation equipment. This means an authorized user will need a physical device (e.g. token, card) and something memorized (e.g. password) to access the software or equipment.		
Security	H-32	Allow tamper evident seals to be placed on all equipment doors, openings, and data access points such that unauthorized access is either prevented or clearly indicated by the damage to or destruction of a seal. Note: Please describe the security offered by your proposed system relating to tamper evident seal placements.		

**SYSTEM REQUIREMENTS TABLE for the COLORADO UNIFORM VOTING SYSTEM
H – MISCELLANEOUS REQUIREMENTS**

Requirement Sub-Category	Req. ID	UVS Requirement (The System will ...)	Response Code	Vendor Response
Security	H-33	Allow all access points to equipment to be visible and subject to oversight of seals, unless the access point is behind doors or a cover. Access points that are not visible should also accommodate tamper evident seals.		
Security	H-34	Report unauthorized modifications to audit data or audit logs. Note: Please explain your system's capabilities to restrict user authorizations and access rights for creating, reading, modifying, and deleting audit data or logs.		
Security	H-35	Allow for installation and auditing of a Trusted Build per Colorado Election Rules.		
Documentation	H-36	Include a clear set of documented instructions for election judges to set up voting equipment. These instructions should be modifiable by county personnel.		
Documentation	H-37	Include documented instructions for troubleshooting any voting equipment issues that may arise.		
Documentation	H-38	Include a complete set of User and Technical documentation.		
Documentation	H-39	Include current certification documentation and VSTL and/or state test reports.		

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

Appendix C

Cost Proposal Spreadsheet

October 1, 2013

COST PROPOSAL SPREADSHEET INSTRUCTIONS

1.0 Hardware Cost Table

List the description, make, model and unit cost of each piece of hardware you are proposing for Colorado.

2.0 Software Cost Table

List the description, version and unit cost of each software component you are proposing for Colorado.

3.0 Project Labor Cost Table

List the description and total cost of each category provided for labor required to implement your solution in the Target County (see Section 5.3.12 of RFP for description of the Target County).

4.0 Post Implementation Support Cost Table

List the costs associated with warranty, operations support, maintenance support and application support in the Target County over a 4-year period.

5.0 Miscellaneous Cost Table (Target County)

Enter your miscellaneous costs associated with documentation, non-training travel, training travel, escrow agent, and any other miscellaneous costs associated with implementing your solution in the Target County.

6.0 Customization Cost Table (Non-Labor Costs)

List Requirement ID and short description of what needs to be changed. Include the cost of the non-labor change to your proposed solution.

7.0 Vendor Hourly Rate Cost Table

List position descriptions for your billable personnel and the hourly rates you charge for their services during the warranty period and the projected rates for the following three (3) years of support.

RFP # CDOS-UVS-2013-01
 Appendix C
 3.0 Project Labor Cost Table

3.0 Project Labor Cost Table	
Description	Total Cost
Conversion from Target County EMS data	
	\$ -
	\$ -
	\$ -
	\$ -
Conversion Total	\$ -
Training in Target County (5 County Users and 2 CDOS Users) (List each class) (Any travel should be in	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Training Total	\$ -
Testing	
	\$ -
	\$ -
	\$ -
	\$ -
Testing Total	\$ -

RFP # CDOS-UVS-2013-01
Appendix C
3.0 Project Labor Cost Table

3.0 Project Labor Cost Table	
Description	Total Cost
<i>Implementation / Installation / Configuration</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Implementation / Installation / Configuration Total</i>	\$ -
<i>Other</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Other Total</i>	\$ -
TOTAL TARGET COUNTY PROJECT LABOR	\$ -

RFP # CDOS-UVS-2013-01
Appendix C
4.0 Post-Implementation Support Cost Table

4.0 Post-Implementation Support Cost Table					
Support Category for Target County	Warranty Period	Post-Warranty Year 1	Post-Warranty Year 2	Post-Warranty Year 3	Total
Warranty	\$ -				\$ -
Operations Support		\$ -	\$ -	\$ -	\$ -
Maintenance Support		\$ -	\$ -	\$ -	\$ -
Application Support		\$ -	\$ -	\$ -	\$ -
SUPPORT SUB-TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Note: The CDOS requests a Warranty Period that runs for one-year from the date of Implementation Rollout.
 Note: Any Application software license fees, if applicable, shall be included in the Warranty and/or Application Support cells above and explained here or in an attachment to this section.

RFP # CDOS-UVS-2013-01
Appendix C
5.0 Miscellaneous Cost Table (Target County)

5.0 Miscellaneous Cost Table (Target County)		
Item	Description	Total Cost
Documentation		\$ -
Non-Training Travel		\$ -
Training Travel		\$ -
Escrow Agent		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL MISCELLANEOUS COSTS		\$ -

Note: Training Travel should be calculated based upon the Target County being within a 50-mile radius of the Denver metro area.

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

Appendix D

Statement of Work

October 1, 2013

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Purpose

- A. This Colorado Uniform Voting System (UVS) project Statement of Work (SOW) shall set forth the duties of the Contractor, the State and the County. Duties that are the responsibility of the State or County will be clearly delineated; otherwise the duties are the responsibility of the Contractor. For the purposes of this SOW, the term State may refer to the Colorado Department of State (CDOS) or any vendor utilized by CDOS other than the Contractor. The term County may refer to the County elections office, county clerk, county commissioners, or any other entity associated with the County and its elections operation.
- B. This SOW defines the scope of work to be completed to successfully deliver a new UVS to the State of Colorado.
- C. This SOW defines each project deliverable, including the purpose of the deliverable, whether or not it can be updated after delivery, and deliverable content specifications.

Scope

- A. The scope of this project is to implement a UVS that fully complies with all of the technical and business requirements of the UVS Requirements found in ***RFP Appendix B – System Requirements Table***, as well as the principles expressed in ***RFP Section 1.3 Scope of the Uniform Voting System project***, and to deliver the items identified in this SOW.
- B. The UVS shall also meet all requirements of Federal law and State of Colorado law/rules that address accessibility of voting systems. These laws/rules include:
 - 1. The Help America Vote Act (HAVA) of 2002
 - 2. The Americans with Disabilities Act (ADA) of 1990
 - 3. The Federal Rehabilitation Act
 - 4. The Voting Rights Act of 1965
 - 5. The Election Assistance Commission’s Voting System Guidelines
 - 6. State of Colorado Election Law – Title 1
 - 7. CDOS Election Rules

For the purposes of the UVS project, these laws and rules apply not only to the assistive voting devices, but also to the capabilities of other components of the UVS, including the election management system; polling location voting, and scanning and tabulation devices.

- C. The Contractor is to customize, configure, test, implement and support a UVS that fully complies with State requirements.

Project Schedule and Location

The Contractor shall complete Deliverables according to a State and Contractor agreed upon price that will be documented in Exhibit B - Pricing Agreement of the UVS contract. The UVS project will be headquartered in office space in downtown Denver, Colorado at [To Be Determined]. UVS hardware/software customization efforts, if required, will be conducted by the Contractor at a site in [To Be Determined].

The State anticipates a project schedule that will span multiple years. Each Colorado County will have its own schedule for implementing the new UVS. Therefore, the Contractor's project schedule will have a section for each county and each county section will be completed as the corresponding county is ready to begin conversion to the UVS.

Track 1: Project Management

Deliverable: Project Plan

Purpose: The Project Plan is the plan created within the first 30 days of the project and is the overall guiding document for the project. It outlines the project's objectives, parties involved in project planning and execution, the overall timeframe for the project, and the delivery strategy for the project. The Project Plan contains individual sub-plans that address key aspects of the project, as outlined below.

The success of the Project Plan creation effort is a key indicator of overall project success. The State, in its sole discretion, reserves the right to terminate the contract if an approved Project Plan is not created in a timely manner.

Updated: Yes, the Project Schedule deliverable will be updated at a minimum of monthly or more frequently if appropriate to address changes to the project. Issue and Risk Tracking matrices will be updated as modifications and additions occur.

Specification: This deliverable will consist of but is not limited to:

- a. **Project Schedule** – The Project Schedule must be maintained in a version of Microsoft Project (as coordinated with the State). The Project Schedule must include separate tasks for each activity and milestone; logical sequence and interdependencies; resource requirements and assignments; target completion dates for each task and deliverable; and identification of and compliance with deadlines and milestones. As previously stated in this SOW, the project schedule will have a section for each County, which will be completed at the time the County is prepared to begin converting to the new UVS.

It must contain the following columns at a minimum:

- i. Task ID
 - ii. Task Name
 - iii. Duration/Work Effort
 - iv. Assigned Contractor/CDOS/County resources
 - v. Estimate to Complete Percent
 - vi. Planned and Actual Start Date
 - vii. Planned and Actual End Date
- b. **Risk Management Plan** – The Risk Management Plan describes the process of recording, tracking, and mitigating risks that may result in issues that affect the UVS project. Risks are situations that could occur and, if they do, would have an impact on the project.

The Contractor shall parallel its Risk Management Plan after the CDOS UVS project manager's plan which is based on the PMI (PMBOK) industry standard. This is necessary to allow comparison of risks across each of the project oversight areas. The Contractor Probability and Impact levels shall match the State's scales.

The Contractor shall proactively identify risks to the project, make recommendations to prevent and/or reduce risks, identify causes of any missed deadlines, and monitor status of corrective actions / risk intervention strategies.

The Contractor will work with the State to perform quarterly external environmental scans to determine how changes in the external environment may impact the project. These changes may include, but are not limited to, changes in rules, regulations, laws, and budgets. The Contractor may also bring additional information as gathered from other projects/states to the attention of the State and provide support to implement any project changes if needed as a result of such information.

Elements include:

- i. A description of the objectives of the Risk Management Plan
 - ii. A list of the roles and responsibilities associated with implementing the Risk Management Plan
 - iii. A list of the project stakeholders
 - iv. A list of the plan and/or process dependencies
 - v. A detailed description of the Risk Management process including identifying, tracking and mitigating risks
 - vi. A description of the project metrics applied to Risk Management
 - vii. A risk tracking matrix in Microsoft Excel containing:
 - 1) Risk Area
 - 2) Risk Impact
 - 3) Risk Impact Level (high, medium, low)
 - 4) Risk Probability (high, medium, low)
 - 5) Risk Realized (yes, no)
 - 6) Mitigation Strategy
 - 7) Actions Taken
 - 8) Mitigation Status (on schedule, behind schedule, complete)
 - 9) Risk Owner
- c. **Issue Management Plan** – The Issue Management Plan describes the process of recording, tracking and resolving issues that are impacting the project. Issues are problems that involve a choice between two or more alternatives for a decision critical to meeting the project schedule.

The Contractor shall be responsible for early identification, tracking, managing and communication of problems and issues associated with

execution of the project. The primary areas of ongoing focus shall include, but not be limited to: adherence to schedule (time) and reasonableness of staffing assumptions (people).

Elements include:

- i. A description of the objectives of the Issue Management Plan
- ii. A list of the roles and responsibilities associated with implementing the Issue Management Plan
- iii. A description of the criteria needed to identify an Issue
- iv. A description of the process for identifying, tracking and communicating status on Issues
- v. A description of the criteria needed to resolve an Issue
- vi. An Issue tracking matrix in Microsoft Excel or Word containing:
 - 1) Issue Area
 - 2) Issue Impact
 - 3) Issue Impact Level (high, medium, low)
 - 4) Resolution
 - 5) Deliverable(s) Affected
 - 6) Actions Taken
 - 7) Status (on schedule, behind schedule, complete)
 - 8) Date of Issue
 - 9) Target Date for Resolution
 - 10) Date of Resolution
 - 11) Issue Owner
 - 12) Individual(s) responsible for resolution

- d. **Staffing Plan** – The Staffing Plan describes the roles and responsibilities of each Contractor/CDOS/County team position in the UVS Project Organization chart as well as the planned hours per month for each Contractor team resource. Key personnel will also be included

The plan must state that the Contractor’s project manager shall be available by telephone during Mountain Time business hours and respond to a CDOS inquiry within one business day.

Elements include:

- i. A list of Contractor team members and their titles
- ii. A list of State team members and their titles
- iii. A description of the Contractor team member’s role and responsibilities on the UVS project
- iv. A description of the State team member’s role and responsibilities on the UVS project.
- v. A table in Microsoft Excel with expected hours per month per Contractor resource for project duration. The table should also identify start and end dates for each Contractor resource

- e. **Budget** – The State and the Contractor will work together to develop a living budget showing, by County, projected timing of purchases, quantities of equipment needed and projected cost.
- f. **Change Control Plan** – The Change Control Plan addresses the Change Request (CR) Management Process. An example of a CR is a defect that is recorded as a discrepancy found between actual and expected test results. A CR can also be a request for changes to the existing baseline of the system. A CR needs to be authorized since it may involve baseline changes to scope, cost, schedule, resources, acceptance criteria, method of delivery, documentation, or quality.

Any major changes or any additions/deletions to the RFP requirements that surface during the requirements clarification discussions for gap analysis (determining the difference between State requirements and the Vendor application capabilities) will be handled through the change control process and tracked using an industry standard tool that is accessible by both the State and Contractor. Clarifications to the requirements identified in the RFP are not considered major and are not subject to a CR.

Once the baseline requirements are established from the gap analysis process, any further changes to the requirements or scope will be considered a change and worked through the CR process. All CRs shall be documented regardless of whether they are initiated by the Contractor or by the State. A graded approach decision process for handling a change will be established. All changes to the system must be reflected in the system documentation. All change tracking documents shall be retained, including those that the State does not approve. The change shall be initiated by a CR that provides details of the change. The CR shall include time and dollar estimates prepared by the Contractor. An Elections Change Control Board comprised of State stakeholders must evaluate all CRs for approval or disapproval. The Change Control Board will set the priority of the CR. If the Change Control Board cannot reach consensus, the UVS Steering Committee has final authority.

Elements include:

- i. A description of the change control process and its purpose
- ii. The creation of a “graded approach” system for ranking/prioritizing changes
- iii. The roles and responsibilities of the Contractor and State team members affected by the Change Control Plan
- iv. A description of the processes and tasks required for the Change Control process including a process flow chart and corresponding text (purpose, description, input, outputs and agents)
- v. A description of the criteria to be met for resolution or closure of a defect / bug or CR

The Contractor must design a change request form that includes:

- i. A description of the change
- ii. Control Numbering
- iii. Priority
- iv. Date Submitted
- v. Date Completed
- vi. Proposed cost of the change (positive or negative amount)
- vii. Estimated impact on the project schedule
- viii. Impact on the system if the change is made
- ix. Impact on the system if the change is not made
- x. Approval line for Contractor Project Manager
- xi. Approval line for CDOS UVS Project Manager
- xii. Approval line for CDOS Elections Director or designee

Deliverable: Status Reports

Purpose: The Contractor shall prepare project status reports that summarize key information related to the status and health of the project. Status reports will be tactical in nature. Status reporting meetings will be held as indicated here unless otherwise changed by the State UVS project manager.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Executive summary on technical, business, and schedule aspects
- b. Progress (actual vs. planned)
- c. Accomplishments
- d. Schedules
- e. Risks
- f. Issues and concerns
- g. Staffing
- h. Outside influences
- i. Snapshot of the established project metrics
- j. Change Requests
- k. Defects / Bugs
- l. Current release and planned release schedule.
- m. Weekly Meetings – The Contractor shall review project milestones and deliverables with the State project manager and other interested State persons and report both positive features of the work completed as well as areas of technical or business risk.
- n. Monthly Meetings – The Contractor project management team will meet monthly with the State team to review progress and discuss the next reporting period's strategy.

- o. Quarterly Meetings – The Contractor project management and leadership team will meet quarterly with the State team to review progress.

Deliverable: Project Website

Purpose: The State shall provide and maintain a project web presence on the Colorado Secretary of State website for internal and external stakeholders.

Updated: Yes, this deliverable will be updated as information presented on the website change.

Specification: The website must have individual logins for each stakeholder using the Clerks' Corner area on the Secretary of State website. Roles and access levels will be assigned by the State. General UVS public project information will be contained on the Elections UVS area of the Secretary of State website.

This web site will consist of but is not limited to:

- a. Up-to-date project information and status
- b. Contact Lists
- c. Calendar (Internal/External)
- d. Project Management Documents
- e. Newsletters
- f. Links to other pertinent site(s)
- g. Frequently Asked Questions and Answers

Deliverable: Test Strategy Plan

Purpose: This Contractor deliverable includes an overview of the objectives of each testing phase (e.g., equipment acceptance, logic and accuracy, disaster recovery, security, public), the processes employed to control the test effort, test scenarios, scripts, conditions as well as resources, schedule, tools, and environments.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. An overview of the objectives of each test phase
- b. Verification and validation techniques
- c. A description of the processes employed to control the test effort
- d. A list of roles and responsibilities for UVS project team members
- e. A high level test schedule
- f. A list of the testing tools employed
- g. A description of the testing environments

- h. Documented test scenarios
- i. Documented test scripts

Deliverable: Training Plan

Purpose: The Training Plan deliverable includes the approach, preliminary schedule, and training design for training State and County users and providing onsite support during the testing phases and the Implementation Rollout. The plan shall be easily customizable to reflect the unique training needs of each county.

A refresher training session required on a case by case basis for specific groups to ensure successful implementation will be provided by the Contractor.

Updated: Yes, this deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the training approach and the responsibilities of UVS project team members. This section details the Contractor's training approach and provides a bulleted summary of both Contractor/CDOS/County staff responsibilities
- b. A preliminary listing and description of delivered training topics and modules with an indicator showing the training modules to be updated for Colorado by type of application functionality
- c. For the modules to be customized from the base application, a preliminary list outlining the changes to be made to the training curriculum by type of application functionality
- d. A definition of the training scope, audience, objectives, approach, and development timelines, which maps UVS functions to business processes. The training audience is broken into State and County personnel.
- e. A preliminary training and onsite support schedule for target audiences based on the logical sequence of how the content should be delivered, availability of the participants and deployment timing, and training locations
- f. Training Materials will be specific to Colorado
- g. Training will be provided to 64 county election offices and the CDOS elections area.

Deliverable: Security Plan

Purpose: The Security Plan provides guidance to the project team to make sure system security will be addressed throughout the entire project lifecycle, including a complete description of how Colorado voter data will be protected while in the hands of the Contractor.

Updated: Yes, this deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Threat security model
- b. Token administration and implementation
- c. A high-level description of five (5) main layers of security, including:
 - i. Physical Security
 - ii. Network Security
 - iii. Application Security
 - iv. Data Security
 - v. Perimeter Security

Note: The focus shall be on the intended purposes of each layer and will describe the components to be deployed and documented in the UVS Installation and Configuration guide.

- d. A description of security risks, concerns and mitigation strategies. This section will be a “point in time” list or table of security risks
- e. Roles and responsibilities for Contractor/CDOS/County staff throughout the project life cycle related to security. This section will be a table listing the security roles and responsibilities to support security as described in this deliverable throughout the project life cycle. The columns included in the table will be roles and corresponding responsibilities
- f. A list of tools used to apply and maintain the security architecture. This section will be a table listing security tools or services used in the UVS solution. The table will list the name of the tool, a description of the tool and a description of how it is used in UVS
- g. A list of UVS User Profiles required during population of UVS application security profiles. This section will be a table listing the user roles and the relevant security attributes required for each role
- h. The plan should address the following items at a high-level
 - i. Encrypted communication
 - ii. User authentication
 - iii. Transaction logging
 - iv. Secure clients
 - v. Server firewalls
 - vi. Intrusion detection and reporting
 - vii. Intrusion isolation, detection and recovery
 - viii. Password management and automatic expiration
 - ix. Documented policies
 - x. Physical security
 - xi. Role-based security at all levels
 - xii. Any additional security measures needed

Deliverable: Organizational Change Management Plan

Purpose: The Organizational Change Management Plan defines changes in job functions, employee workloads and business processes. The UVS project does not require change across the entire organization; however, changes impacting UVS stakeholders shall be managed and efficiently implemented by following this plan.

Updated: Yes, this deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. List and description of stakeholders
- b. Corresponding communication strategies for each stakeholder group
- c. The key messages each stakeholder group should receive
- d. The communication development, review, and delivery process
- e. The targets, timelines and methods for delivering the messages
- f. A reference to training activities necessary to facilitate change
- g. Modified job descriptions to address process changes
- h. Primary roles and responsibilities of Contractor/CDOS/County UVS team members having Change Management responsibilities

Track 2: Hardware/Software/Support Procurement

Deliverable: Colorado UVS Hardware/Software/Support Pricing Catalog

Purpose: The contracted catalog of hardware/software pricing will be used as input to the creation of the County Procurement Plan and County/Contractor Purchase Order/Agreement deliverables.

Updated: Conditionally, through the formal Change Control process. CDOS is requesting constant pricing during the first four years of the project.

Specification: This deliverable will consist of but is not limited to:

- a. A matrix listing each of the vendor's hardware/software/support offerings and corresponding prices.
- b. A section showing the components that are certified as a group, along with certification date and designation.

Deliverable: County Procurement Plan

Purpose: The Contractor/CDOS/County will work together to develop a plan for procuring the election hardware/software needed by the County. This document allows the technical architecture team to manage and to track the procurement process for hardware and make sure the correct hardware is ordered, received, verified, and invoiced.

The creation of this plan will begin prior to the execution of a County Purchase Order/Agreement and updates to the plan will continue until each UVS component is delivered.

Updated: No

Specification: This deliverable will consist of but is not limited to a matrix listing showing:

- a. The vendor's hardware/software products and prices that have been determined to satisfy the County's needs.
- b. Instructions regarding delivery location and timing.
- c. The status of each procured item.

Deliverable: County/Contractor Purchase Order/Agreement

Purpose: The County and Contractor will work together to develop terms and conditions of an agreement to purchase UVS hardware/software/Support/Services. This agreement will reference and incorporate the CDOS/Contractor contract terms and pricing. The County/Contractor agreement will include established county specific contract language requirements. This Purchase Order/Agreement will utilize the County Procurement Plan deliverable to determine products to be ordered.

Updated: No (would need to be amended if changes occur)

Specification: This deliverable will consist of County specific purchase order/agreement language, County/Contractor agreed to terms, and CDOS contracted pricing.

Deliverable: System Shipment Acceptance Document

Purpose: This deliverable is used to document the accuracy and acceptance of the election hardware/software being delivered to the County.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A matrix listing each of the vendor's hardware/software products procured and delivered.
- b. A section for Contractor and County signoff.

Deliverable: Old Equipment Disposal Plan

Purpose: The Old Equipment Disposal Plan will document the processes necessary to dispose of old equipment, compensation available for old equipment (trade-in value and used voting equipment market value).

Updated: No

Specification: This deliverable will consist of, but is not limited to, a matrix listing showing:

- a. Each of the County's hardware/software products and their disposal value.
- b. The disposal status of each hardware/software component.

Deliverable: Old Equipment Disposal Agreement Signoff

Purpose: This deliverable is used to document the accuracy and acceptance of the election hardware/software disposal..

Updated: No

Specification: This deliverable will consist of, but is not limited to, a matrix listing showing:

- a. Each of the County's hardware/software products and their disposal value.
- b. A section for Contractor and County signoff.

Track 3: Implementation

Deliverable: UVS Requirements Document

Purpose: This document captures the UVS requirements and is created in table form in Microsoft Excel or Word. Once CDOS approved, this deliverable drives the design, testing, and implementation of the UVS. The initial version of the UVS application requirements will be the Technical and Business Requirements Matrices provided in *RFP Appendix B – System Requirements Table*, with any modifications made as a result of Contractor’s proposal and contract negotiations between CDOS and Contractor.

Updated: Yes, this deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Technical and Business Requirements Matrices that contain the following information:
 - i. Requirement Number
 - ii. Requirement Description
 - iii. Requirement Clarification
 - iv. Priority (Low, Medium, High)
 - v. Type (Mandatory, Optional)
 - vi. Status (Deleted, Pending, Approved)
 - vii. Status Date
 - viii. Status Comments
 - ix. Source
 - x. Application Reference
 - xi. Test Script Reference
- b. A listing of additional requirements identified during analysis and review, with a corresponding description of how new requirements will/will not be addressed
- c. All Colorado requirements documented in a mutually agreed upon software tool

Deliverable: Organization Change Management Results

Purpose: The Organization Change Management Results are the products generated from the execution of the Organization Change Management Plan. These results address each of the key election processes.

Updated: Yes, this deliverable will be updated with CDOS approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. **Warehouse Processes Document** – A document describing best practices for the warehouse function within the County.
- b. **Election Setup Processes Document** – A document describing best practices for election setup within the County.
- c. **Mail Ballot Election Processes Document** – A document describing best practices for handling a mail ballot election within the County.
- d. **Early Voting Processes Document** – A document describing best practices for handling Early Voting within the County.
- e. **Election Day Voting Processes Document** – A document describing best practices for handling Election Day processes within the County.
- f. **County Administrative Processes Document** – A document describing best practices for performing election administrative activities within the County.
- g. **State Elections Division Administrative Processes Document** – A document describing best practices for performing election administrative activities at the CDOS.

Deliverable: Election Hardware Production Deployment

Purpose: This deliverable includes a plan that defines the schedule and activities associated with UVS deployment (customizable to each county) and the successful execution of the plan.

Updated: No

Specification: This deliverable will consist of a section of the Project Plan that addresses the activities, along with timing, associated with deployment of the new UVS to each county and the execution of each of the planned activities.

Deliverable: Election Training Execution

Purpose: This deliverable includes the results derived from executing the project Training Plan. The plan may indicate various training delivery methods (e.g. classroom, self-study documents, web-based). Each county may have a customized Training Plan.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. **Software Training Execution** – Report indicating type of training provided, dates(s), attendees, training method, recommendations for any needed follow-up training, observations, and cost.
- b. **Hardware Training Execution** – Report indicating type of training provided, dates(s), attendees, training method, recommendations for any needed follow-up training, observations, and cost.
- c. **Election Office Operations Training Execution** – Report indicating type of training provided, dates(s), attendees, training method, recommendations for any needed follow-up training, observations, and cost.
- d. **Polling Location Operations Training Execution** – Report indicating type of training provided, dates(s), attendees, training method, recommendations for any needed follow-up training, observations, and cost.
- e. **Voter Training Execution** – Report indicating type of training provided, dates(s), training method, observations, and cost.

Track 4: Contractor Support

Deliverable: Warranty Period Support

Purpose: This deliverable includes services provided by Contractor as specified in their warranty agreement.

Updated: No

Specification: This deliverable will include a warranty agreement from the Contractor, which specifies all the services included under the warranty agreement. Pricing will be in the contract Pricing Agreement.

Deliverable: Voting Equipment Maintenance Support

Purpose: This deliverable includes services provided by Contractor as specified in their maintenance agreement.

Updated: No

Specification: This deliverable will include a maintenance agreement from the Contractor, which specifies all the services included under the maintenance agreement. Pricing will be in the contract Pricing Agreement.

Deliverable: Election Setup Support

Purpose: This deliverable includes a plan that defines the support provided to each County to assist in Election Setup on the new UVS. This deliverable includes support with Election and Ballot setup, voting equipment preparation for the election, and Logic and Accuracy Test setup/execution.

Updated: No

Specification: This deliverable will include a matrix listing the areas within Election Setup that can be supported by Contractor and a description of the support available, along with successful execution of the support items. Pricing will be in the contract Pricing Agreement.

Deliverable: Election Processes Support

Purpose: This deliverable includes a plan that defines the support provided to each County to assist in Election processes execution on the new UVS. This deliverable addresses the support provided by Contractor during Mail Ballot Delivery and Return, Early Voting and Election Day voting.

Updated: No

Specification: This deliverable will consist of a matrix listing the areas within Election Processes that can be supported by Contractor and a description of the support available, along with the successful execution of the support items. Pricing will be in the contract Pricing Agreement.

Deliverable: Post-Election Support

Purpose: This deliverable includes a plan that defines the support provided to each County to assist in Post-Election activities on the new UVS.

Updated: No

Specification: This deliverable will consist of a matrix listing the activities during Post-Election that can be supported by Contractor and a description of the support available, along with the successful execution of the support items. Pricing will be in the contract Pricing Agreement.

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

Appendix E

County Voting Equipment Inventory – Nov 2012

October 1, 2013

County Voting Equipment Inventory as of Nov 2012 Election			
County	Vendor	Model	Quantity
Adams	Premier	AccuVote-OS CC	14
Adams	Premier	AccuVote-TSX	695
Alamosa	ES&S	iVotronic	3
Alamosa	Premier	AccuVote-OS PC	6
Arapahoe	Sequoia	AVC Edge	645
Arapahoe	Sequoia	Optech 400-C	3
Archuleta	Hart	eSlate	3
Archuleta	Hart	JBC	3
Archuleta	Hart	VBO	3
Archuleta	Premier	AccuVote-OS PC	5
Baca	Hart	eScan	2
Baca	Hart	eSlate	10
Baca	Hart	JBC	7
Baca	Hart	VBO	10
Bent	Hart	eScan	1
Bent	Hart	eSlate	9
Bent	Hart	JBC	2
Boulder	Hart	eSlate	155
Boulder	Hart	JBC	163
Boulder	Kodak	i830 Scanner	8
Broomfield	Premier	AccuVote-OS PC	33
Broomfield	Premier	AccuVote-TSX	14
Chaffee	Hart	eScan	3
Chaffee	Hart	eSlate	3
Chaffee	Hart	JBC	3
Chaffee	Hart	VBO	3
Cheyenne	Hart	eScan	2
Cheyenne	Hart	eSlate	5
Cheyenne	Hart	JBC	3
Clear Creek	Hart	eScan	11
Clear Creek	Hart	eSlate	25
Clear Creek	Hart	JBC	6
Clear Creek	Hart	VBO	33
Conejos	Hart	eScan	7
Conejos	Hart	eSlate	17
Conejos	Hart	JBC	5
Costilla	Hart	eScan	2
Costilla	Hart	eSlate	7
Costilla	Hart	JBC	7

County Voting Equipment Inventory as of Nov 2012 Election			
County	Vendor	Model	Quantity
Costilla	Hart	VBO	7
Crowley	Hart	eScan	2
Crowley	Hart	eSlate	5
Crowley	Hart	JBC	5
Custer	Hart	eScan	5
Custer	Hart	eSlate	5
Custer	Hart	JBC	4
Custer	Hart	VBO	6
Delta	Hart	eSlate	7
Delta	Hart	JBC	7
Delta	Kodak	i260 Scanner	2
Denver	Sequoia	AVC Edge	218
Denver	Sequoia	Optech 400-C	8
Dolores	Hart	eScan	2
Dolores	Hart	eSlate	3
Dolores	Hart	JBC	3
Douglas	Hart	eSlate	448
Douglas	Hart	JBC	76
Douglas	Kodak	i660 Scanner	4
Eagle	Hart	eSlate	51
Eagle	Hart	JBC	18
Eagle	Hart	VBO	50
Eagle	Kodak	i610 Scanner	2
El Paso	Premier	AccuVote-OS CC	9
El Paso	Premier	AccuVote-OS PC	137
El Paso	Premier	AccuVote-TSX	183
Elbert	Sequoia	AVC Edge	11
Elbert	Sequoia	Optech Insight	18
Fremont	Hart	eScan	15
Fremont	Hart	eSlate	14
Fremont	Hart	JBC	14
Garfield	Hart	eScan	13
Garfield	Hart	eSlate	12
Garfield	Hart	JBC	8
Garfield	Hart	VBO	22
Garfield	Kodak	i260 Scanner	1
Gilpin	Hart	eScan	5
Gilpin	Hart	eSlate	5
Gilpin	Hart	JBC	5
Grand	Hart	eSlate	7

County Voting Equipment Inventory as of Nov 2012 Election			
County	Vendor	Model	Quantity
Grand	Hart	JBC	7
Grand	Hart	VBO	13
Grand	Kodak	i610 Scanner	1
Gunnison	Hart	eScan	7
Gunnison	Hart	eSlate	5
Gunnison	Hart	JBC	5
Hinsdale	Hart	eScan	3
Hinsdale	Hart	eSlate	2
Hinsdale	Hart	JBC	2
Hinsdale	Hart	VBO	2
Huerfano	Premier	AccuVote-OS PC	7
Huerfano	Premier	AccuVote-TSX	5
Jackson	Hart	eSlate	2
Jefferson	ES&S	iVotronic	214
Jefferson	ES&S	M650	3
Kiowa	Hart	eSlate	5
Kiowa	Hart	JBC	4
Kiowa	Hart	VBO	8
Kit Carson	Hart	eScan	6
Kit Carson	Hart	eSlate	8
Kit Carson	Hart	JBC	8
Kit Carson	Hart	VBO	14
La Plata	Premier	AccuVote-OS PC	21
La Plata	Premier	AccuVote-TSX	21
Lake	Hart	eScan	3
Lake	Hart	eSlate	9
Lake	Hart	JBC	3
Lake	Hart	VBO	12
Larimer	Premier	AccuVote-OS CC	12
Larimer	Premier	AccuVote-TSX	56
Las Animas	Hart	eScan	16
Las Animas	Hart	eSlate	14
Las Animas	Hart	JBC	14
Las Animas	Hart	VBO	14
Lincoln	Hart	eScan	2
Lincoln	Hart	eSlate	17
Lincoln	Hart	JBC	7
Lincoln	Hart	VBO	18
Logan	Hart	eScan	12
Logan	Hart	eSlate	17

County Voting Equipment Inventory as of Nov 2012 Election			
County	Vendor	Model	Quantity
Logan	Hart	JBC	12
Logan	Hart	VBO	21
Mesa	ES&S	iVotronic	169
Mesa	ES&S	M650	2
Mineral	Premier	AccuVote-OS PC	1
Mineral	Premier	AccuVote-TSX	1
Moffat	Hart	eScan	4
Moffat	Hart	eSlate	13
Moffat	Hart	JBC	5
Moffat	Hart	VBO	13
Montezuma	Premier	AccuVote-OS PC	13
Montezuma	Premier	AccuVote-TSX	13
Montrose	Hart	eSlate	17
Montrose	Hart	JBC	6
Montrose	Kodak	i660 Scanner	2
Morgan	Hart	eScan	7
Morgan	Hart	eSlate	41
Morgan	Hart	JBC	10
Morgan	Hart	VBO	45
Otero	Hart	eScan	10
Otero	Hart	eSlate	10
Otero	Hart	JBC	10
Ouray	Hart	eScan	4
Ouray	Hart	eSlate	4
Ouray	Hart	JBC	4
Ouray	Hart	VBO	4
Park	Hart	eScan	10
Park	Hart	eSlate	8
Park	Hart	JBC	8
Phillips	Hart	eScan	2
Phillips	Hart	eSlate	11
Phillips	Hart	JBC	3
Phillips	Hart	VBO	20
Pitkin	Premier	AccuVote-OS PC	17
Pitkin	Premier	AccuVote-TSX	13
Prowers	Hart	eScan	1
Prowers	Hart	eSlate	17
Prowers	Hart	JBC	5
Pueblo	Sequoia	AVC Edge	75
Pueblo	Sequoia	Optech 400-C	1

County Voting Equipment Inventory as of Nov 2012 Election			
County	Vendor	Model	Quantity
Pueblo	Sequoia	Optech Insight	54
Rio Blanco	Hart	eScan	2
Rio Blanco	Hart	eSlate	7
Rio Blanco	Hart	JBC	5
Rio Blanco	Kodak	i260 Scanner	1
Rio Grande	Hart	eScan	5
Rio Grande	Hart	eSlate	8
Rio Grande	Hart	JBC	6
Rio Grande	Hart	VBO	8
Routt	Hart	eSlate	62
Routt	Hart	JBC	11
Routt	Hart	VBO	62
Routt	Kodak	i620 Scanner	1
Saguache	ES&S	M100	2
Saguache	Premier	AccuVote-TSX	3
San Juan	Hart	eScan	1
San Juan	Hart	eSlate	1
San Juan	Hart	JBC	1
San Juan	Hart	VBO	1
San Miguel	Hart	eScan	2
San Miguel	Hart	eSlate	6
San Miguel	Hart	JBC	6
San Miguel	Hart	VBO	6
Sedgwick	Hart	eScan	2
Sedgwick	Hart	eSlate	8
Sedgwick	Hart	JBC	3
Sedgwick	Hart	VBO	8
Summit	Hart	eScan	8
Summit	Hart	eSlate	14
Summit	Hart	JBC	8
Summit	Hart	VBO	18
Teller	Premier	AccuVote-OS PC	15
Teller	Premier	AccuVote-TSX	10
Washington	Hart	eScan	1
Washington	Hart	eSlate	19
Washington	Hart	JBC	6
Washington	Hart	VBO	20
Weld	Premier	AccuVote-OS CC	8
Weld	Premier	AccuVote-TSX	302
Yuma	Hart	eScan	9

County Voting Equipment Inventory as of Nov 2012 Election			
County	Vendor	Model	Quantity
Yuma	Hart	eSlate	8
Yuma	Hart	JBC	8
Yuma	Hart	VBO	8

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

Appendix F

County Polling Location Minimum Counts

October 1, 2013

County Polling Location Minimum Counts			
County	Registered Voters	Early Voting Min. Polling Locations	Election Day Min. Polling Locations
Adams	210,622	8	15
Alamosa	7,859	1	1
Arapahoe	340,839	12	23
Archuleta	7,938	1	1
Baca	2,539	1	1
Bent	2,351	1	1
Boulder	197,393	7	14
Broomfield	36,599	2	3
Chaffee	11,854	1	3
Cheyenne	1,272	1	1
Clear Creek	6,677	1	1
Conejos	4,912	1	1
Costilla	2,351	1	1
Crowley	1,782	1	1
Custer	3,077	1	1
Delta	17,974	1	3
Denver	354,536	12	24
Dolores	1,470	1	1
Douglas	186,500	7	13
Eagle	27,032	1	3
El Paso	350,197	12	24
Elbert	16,266	1	3
Fremont	24,610	1	3
Garfield	28,213	1	3
Gilpin	4,145	1	1
Grand	9,624	1	1
Gunnison	9,804	1	1
Hinsdale	680	1	1
Huerfano	4,251	1	1
Jackson	1,253	1	1
Jefferson	353,979	12	24
Kiowa	951	1	1
Kit Carson	4,288	1	1
La Plata	34,122	2	3
Lake	4,677	1	1
Larimer	206,530	7	14
Las Animas	8,276	1	1
Lincoln	2,625	1	1
Logan	10,599	1	3
Mesa	84,736	3	6

County Polling Location Minimum Counts			
County	Registered Voters	Early Voting Min. Polling Locations	Election Day Min. Polling Locations
Mineral	754	1	1
Moffat	7,281	1	1
Montezuma	15,491	1	3
Montrose	22,939	1	3
Morgan	13,172	1	3
Otero	10,110	1	3
Ouray	3,508	1	1
Park	11,099	1	3
Phillips	2,635	1	1
Pitkin	11,704	1	3
Prowers	6,071	1	1
Pueblo	92,073	4	7
Rio Blanco	3,894	1	1
Rio Grande	6,594	1	1
Routt	15,873	1	3
Saguache	3,553	1	1
San Juan	613	1	1
San Miguel	5,055	1	1
Sedgwick	1,561	1	1
Summit	18,361	1	3
Teller	15,921	1	3
Washington	2,894	1	1
Weld	136,707	5	10
Yuma	5,307	1	1
Grand Total	2,998,573	144	263

State of Colorado

Department of State



Uniform Voting System

Request for Proposal

RFP # CDOS-UVS-2013-01

Appendix G

State Contract Template

October 1, 2013

**Contract
with
UVS Contractor TBD**

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1. PARTIES

This Contract (hereinafter called “Contract”) is entered into by and between **CONTRACTOR** (hereinafter called “Contractor”), and the STATE OF COLORADO acting by and through the Colorado Department of State (hereinafter called the “State” or “CDOS”). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in Please add statutory or other legal reference here and funds have been budgeted, appropriated and otherwise made available pursuant to Please add statutory or other legal reference here and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The purpose of this contract is to provide an instrument useable by CDOS, Colorado Counties and other Colorado jurisdictions whereby voting system hardware, software, support and services may be procured.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A – Statement of Work**.

B. Contract

“Contract” means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Contract Funds

“Contract Funds” means funds available for payment by CDOS, Colorado Counties or other Colorado jurisdictions to Contractor pursuant to this Contract.

D. Evaluation

“Evaluation” means the process of examining Contractor’s Work and rating it based on criteria established in **§6** and **Exhibit A**.

E. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Prices and Rates), and **Exhibit C** (Option Letter).

F. Goods

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

G. Party or Parties

“Party” means CDOS, Colorado County, other Colorado jurisdiction or Contractor and “Parties” means CDOS or Colorado County or Colorado jurisdiction and Contractor.

H. Review

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit A**.

I. Services

“Services” means the required services to be performed by Contractor pursuant to this Contract.

J. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

K. Work

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A**, including the performance of the Services and delivery of the Goods.

L. Work Product

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties' respective performances under this Contract shall commence on the later of the Effective Date or **MM DD, YYYY**. This Contract shall terminate on **MM DD, YYYY** unless sooner terminated or further extended as specified elsewhere herein.

B. State's Option to Extend

The State may require continued performance for a period of **NUMBER OF YEAR** at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least 30 days prior to the end of the current contract term in form substantially equivalent to **Exhibit A**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed **NUMBER OF YEARS**.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before **MM DD, YYYY**. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is Insert Max \$ Amount, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in **Exhibit Insert letter of applicable Exhibit (A, B, C, etc)**. The maximum amount payable by the State to Contractor during each State fiscal year of this Contract shall be:

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit Insert letter of applicable Exhibit (A, B, C, etc)** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon

the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Secretary of State at the Department of State.

C. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

D. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result

of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if

requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs

incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Contract is terminated by the State pursuant to this §15(B), Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Secretary if State
Colorado Department of State
1700 Broadway
Suite 200
Denver, CO 80290
Email

B. Contractor:

Name and Title of Person
Department Name
Address 1
Address 2
Town, State Zip
Email

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The provisions of the main body of this Contract,**
- iii. Exhibit A,**
- iv. Vendor response to RFP CDOS-UVS-2013-01,**
- v. RFP CDOS-UVS-2013-01.**

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

20. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

21. SIGNATURE PAGE

Contract Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p align="center">CONTRACTOR</p> <p align="center">INSERT-Legal Name of Contractor</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, Governor</p> <p align="center">Colorado Department of State Scott Gessler, Secretary of State</p> <p>_____</p> <p>By: Scott Gessler, Secretary of State Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p align="center">2nd Contractor Signature if Needed</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW</p> <p align="center">John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

INSERT-Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Date: _____