

# REQUEST FOR PROPOSAL



## Election Management and Voting System

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Nan Kottke  
Marathon County Clerk  
Courthouse - 500 Forest Street - Wausau, WI 54401  
Phone: 715-261-1501 Fax: 715-261-1515  
Nan.Kottke@co.marathon.wi.us

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**PROPOSALS MUST BE CLEARLY MARKED: "VOTING SYSTEM PROPOSAL"**

**RECEIVED BY:  
NAN KOTTKE, MARATHON COUNTY CLERK  
MARATHON COUNTY COURTHOUSE – 500 FOREST STREET, WAUSAU, WI 54403**

**NO LATER THAN:  
4 P.M. CDT, TUESDAY SEPTEMBER 22, 2015**

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**FOR FURTHER INFORMATION PLEASE CONTACT THE PROJECT MANAGER:**

**JEAN KOPPLIN, IT PROJECT MANAGER  
Election Management and Voting System  
City-County Information Technology Commission  
407 Grant Street  
Wausau, WI 54403-4783**

**[Jean.Kopplin@co.marathon.wi.us](mailto:Jean.Kopplin@co.marathon.wi.us)  
FAX: (715) 261-6737**

All correspondence related to this RFP document must be directed to the point of contact listed above. Any questions regarding the specifications should be written and submitted via email or fax. Responses will be posted on the Marathon County Website [www.co.marathon.wi.us](http://www.co.marathon.wi.us).

Written questions due no later than September 11, 2015

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**I. Solicitation.**

The Marathon County Clerk's office and the City-County Information Technology Commission (CCITC), which provides IT services to Marathon County, are requesting proposals for an Election Management and Voting System. It is desired that the system will provide a comprehensive electronic voting system to serve the needs of municipalities located within Marathon County.

All aspects of this Request for Proposal will be in accordance with the Marathon County Procurement Code, Sections 3.01 through 3.16 of the General Code. A copy of the procurement code is available at the Marathon County Clerk's Office, 500 Forest Street, Wausau, Wisconsin 54403. The General Code contains various policies which are applicable to this procurement. These include prohibitions against gratuities and kickbacks.

Specific to this RFP and Proposal document, the following definitions will apply:

<b>Term</b>	<b>Definition</b>
CCITC	City-County Information Technology Commission
County	Marathon County
CRS	Canvas Reporting System
EAC	The U.S. Election Assistance Commission
GAB	The Wisconsin Government Accountability Board
Module(s)	Term used to describe the module or modules required to meet the functionality required
Vendor/Offendor/Proposer	The firm responding to this RFP
MCCO	Marathon County Clerk's Office
System	Election Management and Voting System

The MCCO and CCITC reserve the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to the MCCO and CCITC. The contract shall be awarded in accordance with the terms and conditions of Section 3.05 (2) (g) of the procurement code. This solicitation may be canceled if doing so is determined to be in the best interests of the MCCO and CCITC. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in Section 3.05 (1) (g) of the procurement code.

The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

## II. Instructions

### A. Responsibility

It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify the Project Manager, Jean Kopplin, City-County Information Technology Commission, in writing by fax or email. Only interpretations or corrections of the RFP made in writing by CCITC are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by CCITC in writing no later than ten days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

### B. Submission of Proposals

An original and three copies of your proposal must be submitted in one sealed envelope or other container. An electronic copy of all proposal materials should be included on a CD, DVD, or USB Drive.

All Proposals **must be received by the MCCO by 4:00 p.m. CDT Tuesday September 22, 2015.** Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected.

Proposals must be addressed to:

Nan Kottke – Marathon County Clerk  
Marathon County Courthouse  
500 Forest Street  
Wausau, WI 54403-4783

In the event that a shipping company guaranteed delivery by the due date, but failed to deliver, we will accept the response within 48 hours after the deadline provided that documented proof of the guarantee is provided.

The following notation must appear in the lower left-hand corner of the envelope or other container: **VOTING SYSTEM PROPOSAL**

### C. Format Requirements

Proposals must follow the format shown in Section VI and contain:

1. Information requested in V of this RFP. (Responses must be labeled by section and subsection to correspond with the related area of the RFP.)
2. A complete description of the services being proposed. Provide itemized and total cost of those services.
3. The proposal shall be typewritten and submitted on 8 ½" x 11" paper and assembled in a 3 - ring binder. It may be typed on one or both sides of the paper. If oversized sheets must be used, they shall be folded to conform to the 8 ½" x 11" size requirements. Please do not submit preprinted brochures or pamphlets which exceed the 8 ½" x 11" format.

**D. Content Screening**

Proposals will be screened to ensure that format and content requirements have been complied with and that proposer references have been included.

**E. Evaluation of Proposals**

The evaluation of proposals will be based on the following criteria (sequence does not imply importance).

Cost	25%
Features, function and compatibility	35%
Content, thoroughness and overall quality of Vendor Response Document	5%
Firm's experience, qualifications, and demonstrated ability to provide the services and continuing vendor support requested.	15%
Project approach and proposed schedule	10%
Firm's economic and technical resources	10%

Note: The MCCO and CCITC reserve the right to use additional scoring methodologies to assure that award is made to the firm submitting the most favorable proposal from both a cost and technical standpoint.

**F. Oral Presentations**

Based on our initial evaluation of the proposals received, the MCCO and CCITC reserve the right to request an oral presentation and demonstration by the proposer. Proposers shall be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may be required of some proposers at the request of the MCCO and CCITC. The MCCO and CCITC reserve the right to request a written statement from the proposer after any oral presentation.

**G. Cost Liability**

The MCCO and CCITC are not liable for any costs incurred in responding to this RFP or in any presentation.

**H. Acceptance and Rejection of Proposals**

The MCCO and CCITC reserve the right to accept or reject any part of the proposal from the responsible offeror determined to be in the best interests of the MCCO and CCITC.

**I. Restrictions of Proposals**

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of the MCCO and CCITC. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the MCCO and CCITC will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with the MCCO and CCITC in any such defense and

agrees to indemnify and hold the MCCO and CCITC harmless for any costs of such defense.

**J. Sample Products**

Any samples or demonstrations of products available or completed in previous projects may be submitted on hard copy, CD or DVD.

1. Delivered samples may be used to evaluate requirements of the expected product.
2. All sample products will become the property of the MCCO and CCITC and will not be returned.

**K. Schedule of Events**

The following dates are provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.

RFP Released:	September 2, 2015
Pre-Proposal Conference Call: 1-712-775-7031 Access Code: 384-391#	September 8, 2015 10:30am – 11:30am CST
Questions Due – NO EXCEPTIONS:	September 11, 2015
<b>Proposals Due:</b>	<b>September 22, 2015</b>
Notice of Interviews and Demonstrations:	September 23, 2015
Evaluation & Demonstration Period	September 23, 2015 – October 5, 2015
Notice of Award:	October 6, 2015
Contract Negotiation:	October 6, 2015 – October 20, 2015
Contract Signed	October 20, 2015

**III. Proposal Requirements**

**A. Management Summary**

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

**B. Corporate Data**

Furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

**C. Contact Person**

Provide the name and phone number of the person to whom the MCCO and CCITC staff should address questions about the proposal.

#### **D. References**

1. Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third-parties that have not been specifically addressed elsewhere in your proposal.
2. If your firm has been a party to arbitration, mediation, or a party defendant in litigation involving similar projects, state the identity of the customer, the nature of the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also state a summary of the issues and the results of the proceedings.

#### **E. Contractual Conditions**

Provide copies of all proposed contracts and agreements. The following contractual conditions shall be included in the contract entered into by the MCCO and CCITC and the successful offeror:

1. Include a specific and clear section titled RFP Exceptions in the response identify each and every item in the RFP to which you are not able to meet all or part of the requirement
2. The contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
3. There shall be one contract between the MCCO and CCITC and offeror(s).
4. The contract shall be effective on the date it is approved and signed by the MCCO and CCITC.
5. All products generated as a result of this Request for Proposal shall become the sole property of the MCCO and CCITC.
6. The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of the MCCO and CCITC.
7. The successful offeror shall be responsible for any and all permits required.
8. The Software maintenance agreement must cap future annual software maintenance increases to no more than CPI+1% over the previous year.
9. There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If you cannot agree in principle now to these penalties, this must be clearly identified in the RFP Exceptions section of your response.
10. The License must allow and include for the license to use and the costs to setup a test and disaster recovery instance of the software (for software purchases).
11. The indemnification language must be completely reciprocal. We can provide a template.
12. Applicable Law – The contract will be governed by Wisconsin law.
13. We will agree on language that defines Final Acceptance that is the date after Go Live in which all critical and significant issues are resolved.
14. The software maintenance is expected to have the first year included.
15. Software maintenance starts at Final Acceptance – not installation or the Go-Live dates.
16. There will be a warranty for at least 12 months.
17. For software – all data and information will be owned by CCITC, the City or County.

18. For cloud solutions – the contract will specify that we will be provided all of our data in a csv format at no cost within 5 business days of us requesting it when the contract is terminated plus at least once annual (so that the export is tested annually)

**F. Insurance Requirements**

The successful offeror shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the Marathon County Risk Manager, nor shall offeror allow any subcontractor to commence work on their subcontract until all insurance requirements have been obtained and approved.

1. Workers Compensation Insurance: Offeror shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet offeror shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by offeror.
2. General Liability, Professional Liability and Property Damage Insurance: Offeror shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by offeror, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
  - a. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
  - b. Professional Liability Coverage, \$ 1,000,000 per occurrence and in aggregate.
  - c. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
  - d. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.
  - e. If aircraft are used in conjunction with this project, \$ 2,000,000 per occurrence and in aggregate for bodily injury and property damage.

**G. Proof of Insurance**

1. The offeror shall furnish the Marathon County Risk Manager with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Offeror meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the Marathon County Risk Manager and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the owner, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for



approval prior to the execution of this contract.

4. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

#### **H. Proposer Terms**

1. Offeror will state the expiration date of their proposal.
2. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
3. The payment structure will be no more than 20% of the license up front. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.

Final Acceptance Definition: After an election is held and is free of problems, errors or delays, and all significant issues and bugs are resolved.

#### **I. Proposer Support**

The proposal must include a section that describes the offeror's ability to provide support in the following areas:

1. Completion and delivery schedule including lead time between order placement, completion and delivery.
2. Specify the remedies you can support and corrective measures that will be taken to assure contract compliance and user satisfaction for all products.

#### **J. Costs**

Respondents must provide itemized and total costs of proposed services. The quantities indicated in Section IV.A Current Situation, are estimates of what our needs will be. The actual quantity purchased may be less or more than those estimates. Our intent is to purchase a majority of the software before the end of the year though, the customer may purchase a minimum quantity of user licenses this year and purchase the balance later, as needed, and funds are available. This would likely occur during the "Go-Live" process. We may also need to be able to purchase additional licenses beyond the quantity listed.

1. Itemized costs should include but not be limited to:
  - a. Software including any price per seat
    - a) Software
    - b) Modules included in base product
    - c) Optional modules
    - d) Hardware
    - e) Equipment
      - a) Tabulators
      - b) ADA Ballot Marking Devices
    - f) Shipping – FOB Destination
    - g) Trade-in Values of existing hardware
  - b. Licensing - Detail all license costs based on hardware, software and users

- c. Interfaces
  - d. Customizations
  - e. Peripherals
  - f. Consumables/Accessories
  - g. Installation
  - h. Training
    - a) Voting Equipment
    - b) Ballot Creation
    - c) Election Management System
  - i. Election & Transition Support
  - j. Travel and living expenses
  - k. Annual Maintenance/Warranties
    - a) Election Management Software
    - b) Voting System (per polling location)
      - a) Tabulators
      - b) ADA Ballot Marking Devices
2. The vendor should note any special circumstances or limitations on the pricing provided.
  3. The vendor is expected to identify items not requested, but that the vendor believes are necessary for a successful deployment.

#### **K. Legal Requirements**

1. Termination of Contract: The MCCO and CCITC may, for convenience, terminate this contract at any time by a notice in writing from the MCCO and CCITC to the proposer by certified mail. If the contract is terminated by the MCCO and CCITC as provided herein, the offeror shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the offeror covered by this contract, unless payments of compensation have previously been made.
2. Change Orders: The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract. This amendatory provision shall not operate to prevent the MCCO and CCITC from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by the offeror hereunder, nor to cancel any of the services not performed at the time notice is given to the offeror of the cancellation of such services or portion of the work to be performed hereunder.
3. Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made

by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

4. Non-appropriation of Funds: Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the MCCO and CCITC to meet its obligations hereunder, and at least thirty (30) days written notice of the nonappropriation is given to offeror.
5. Hold Harmless: Offeror hereby agrees to release, indemnify, defend, and hold harmless Marathon County, CCITC, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of vendor, its officers, officials, employees, agents, or assigns. The MCCO and CCITC does not waive, and specifically reserves, the right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
6. Americans with Disabilities Act Compliance: In connection with performance of work under this contract, offeror agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The offeror is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the MCCO and CCITC, public entities. The offeror is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the MCCO and CCITC, public entities. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The offeror shall provide a similar notice to its subcontractors.
7. Dispute Resolution: If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

8. Non-Debarment Clause: Vendor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Vendor further agrees and certifies that this clause shall be included in any subcontract of this contract.
9. Statement of Compliance: Vendor has carefully reviewed the MCCO and CCITC's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with the MCCO and CCITC's contract language are superseded by the MCCO and CCITC's required contract language.

#### **IV. Current Situation**

##### **A. Electronic Voting System and Equipment**

<b>Qty</b>	<b>Description</b>	<b>Version</b>
79	M100 Optical Scan Precinct Tabulators	5.2.0.0
71	AutoMARK ADA – Compliant Ballot Marking Devices	1.1.2258
1	Unity Election Data Manager	7.4.4.0
1	Unity AutoMARK Information Management System	1.2.18
1	Unity Ballot Image Manager	7.4.2.0
1	Unity Data Acquisition Manager	6.0.0.0
1	Unity Election Reporting Manager	7.1.2.0
1	Unity Hardware Programming Manager	5.2.4.0

Marathon County is one of 72 units of county government in the State of Wisconsin existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes.

Marathon County encompasses 1584 square miles including 41 towns, 15 villages in whole or part, and 6 cities in whole or in part. The City of Wausau is the largest municipality with a population of 39,131 and the smallest is the Village of Dorchester with a population within Marathon County of five. The County has an estimated population of 134,803, approximately 102,678 of voting age.

At the most recent election, April 7, 2015, there were 104 reporting precincts, with 152 different ballot styles. Currently there are 75 polling places.

To report results, the current system produces 5 report text files which users rename to predefined values and upload to the website. Three types are results, and the two 'counted' are Precincts (which are shown together).

- ELresults1.txt
- ELresults2.txt
- ELresults3.txt
- ELcounted.txt
- ELcountedNot.txt

Within our Content Management System (DNN), CCITC built a custom module that lets the visitor select one of the reports. This custom module does "clean up" to remove superfluous and odd characters/strings from the raw text file using regular expressions before it displays the resulting 'cleaned' report on the web page using an HTML <PRE> Tag. It is highly recommend that the vendor review the County website for a sample from the last election:

<http://www.co.marathon.wi.us/Departments/CountyClerk/Elections/Results.aspx>

Currently Marathon County has two computers on an isolated vlan (no Internet access). The two only have access to each other and IP printing. Both computers are running Windows XP sp3. The HP/Compaq 6000 Pro (5/2010) is running Election Data Manager ver. 7.4.4.0. This unit stores the data base. The other unit a Dell Precision 380 (9/2006), runs the Data Acquisition Manager ver. 6.0.0.0, and also houses an Equinox (8 Port) serial modem card for election downloads.

Each PC is backed up to usb thumb drives (by County Clerk staff) nightly if changes are made to the system. Also an entire disk image is captured before each election in case of a hard drive failure for system restoring proposes.

Software other than election based systems on the machines are MS Office 2003, 2010, and Adobe Std. 7.0

## **B. Host Systems**

CCITC currently supports the following Host systems:

1. Windows 2008 R2 and Windows 2012 servers
2. Redundant HP SAN's
3. A Redundant VM Ware Enterprise Environment

## **C. Web Systems**

CCITC currently supports the following:

1. CMS: DotNetNuke (DNN) 6.9x
2. Windows Server 2003 R2
3. MS-IIS: Version 6

This site will soon be moved to:

1. Windows Server 2008 R2
2. MS-IIS: Version 7.5

Also available are 2012 R2 servers with IIS 8.5

#### **D. Network Environment**

CCITC currently supports the following:

- a. Switched 10/100 Mb Ethernet (802.3) to the desktop
- b. A three node Gigabit Ethernet backbone over fiber optic cable
- c. High traffic hosts are Gigabit attached
- d. TCP/IP protocol is currently supported

#### **E. Application Software**

CCITC currently supports the following major third-party application software products:

- a. Cayenta Financials
- b. Laserfiche Image
- c. Tiburon Law Enforcement running on network servers
- d. IntelliTime Time and Attendance Software running on network servers
- e. ESRI ArcGIS running on both network servers and the pSeries

#### **F. Internally Developed Software**

CCITC currently supports the following major internally developed software products:

1. Land Records which includes the following integrated applications running on the iSeries written in COBOL:
  - a. Taxes and Assessments
  - b. Inspections
  - c. Zoning
  - d. Land Conservation
  - e. Community Development Loans

#### **G. Network Devices**

1. 1,800 networked Microsoft Windows 7PCs. Authenticate independently to Active Directory
2. Several hundred networked laser printers and multi-function devices

### **V. Desired Outcome and Requirements**

#### **A. Primary Purpose**

Primary purpose is to provide Marathon County with a voting system and software. The voting system must include functionality, components, storage capabilities, and maintenance features that support and enable the basic election processes listed below:

1. Ballot preparation and distribution of ballots to voting stations
2. Precinct and Absentee Voting
3. Vote tabulation and reporting

The voting system must include voting devices that are accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation in the voting process (including privacy and independence) as for other voters.

The voting system must provide systems for ballot preparation, vote tabulation, and election reporting at each municipality and at the County. The voting system must enable ballot preparation by county personnel or by vendor personnel providing out-sourced ballot preparation services. The voting system must enable the collaborative composition of a ballot by personnel from all of these organizations working concurrently.

The voting system must support and enable at each county the generation of paper ballots for mail-in absentee and emergency balloting.

**B. Project Sponsors and Team**

1. Project Executive Sponsors
  - a. Nan Kottke, Marathon County Clerk
  - b. Gerard Klein, CCITC Director
2. Project Team
  - a) Jean Kopplin, CCITC Analyst and PM
  - b) Subject Matter Experts at CCITC

**C. Objective**

Provide a comprehensive Election Management and Voting System that will serve the needs of municipalities located within Marathon County. The system should include all hardware and software required to implement a complete system to collect, tally and transmit voting data from 75 polling locations to the MCCO. The system must provide for all required reporting and auditing of elections and maintain all required records in archive. Any system to be considered must meet all requirements set forth Wis. Stat. ch. 5, election equipment, GAB administrative code, EAC, and any other applicable state and federal laws and regulations at the time of the RFP release.

**D. Critical Requirements**

The system must meet all requirements of Wisconsin Law for election equipment and the components and system together must be certified by GAB at the time of the RFP release. To be considered, the following critical requirements are mandatory for any system:

1. The system must provide for ADA Compliance.
2. The ADA voting equipment must reset to a state such that the next voter cannot learn how the previous voter voted.
3. The voting equipment must provide a totals tape.
4. The system should have the capability to count, tally and electronically transmit votes from polling places to the County.
5. The system should include Paper Optical Scan Ballots.

**E. Project Scope**

The vendor will be required to provide the expertise, hardware, software, and services to migrate from the current election system, plan, design, create, configure, install, and test the new election system proposed, and any other services required but not specifically identified to fully implement the new election system.

The vendor must provide a detailed specification list for all hardware required for successful implementation. The vendor should price standard computing hardware, such as client workstations, servers or printers separately. CCITC will use the recommended hardware specifications to order hardware. The vendor may include those hardware items in their proposal for which they are the sole provider. (Note: In general, we usually prefer to purchase and install our own servers, storage equipment, and workstations.)

Services required by the vendor will include:

1. System Implementation of the Election System
2. Installation and Configuration of Hardware, Software and Peripheral Devices:
  - a. Proposal must include ALL costs associated with installing, configuring and supporting the system for at least one year.
  - b. The hardware specifications necessary to run the proposed software.
  - c. If applicable, a comparison of hosted on premise versus SaaS/Cloud options.
3. Provide for the migration of existing data.
4. Training Services - Training must ensure that existing and new users can effectively and efficiently utilize functions and features of the new system. Training should include, but is not limited to:
  - a. MCCO
    - 1) Introduction to programming
    - 2) Getting started programming an election – Coding Checklists
    - 3) Creating and defining election (Partisan and Non-Partisan), Wards, Districts, Contests, Candidates, Creating Ballot Styles and Final Preparations which include setting up for transmission of Election Results
    - 4) Backing Up Current Election / Opening Prior Elections
    - 5) Burning Election Media
    - 6) Testing Election Media – Edit Listing / Test Deck
    - 7) Overview of System Reports (Proofing, Results, etc.)
    - 8) Setting up Computers and preparing for Election Night
    - 9) How to transmit and receive results.
    - 10) Reports on what results have been Counted and Not Counted.
    - 11) Clearing Transmitted Results
    - 12) Backing up media for records retention. How to make an electronic copy of backup to provide for records requests.
    - 13) Security administration within the application:
      - (a) Adding and removing users
      - (b) Resetting passwords
      - (c) Managing permissions for users and groups
    - 14) Other items required by the system as defined by Vendor
  - b. Municipal Clerk's Office Training
    - 1) System Overview
    - 2) Voting Machine Instructions for use on Election day Including : On/Off, Changing Paper Rolls, Key Pad, Marking Devices, Trouble Shooting Guide, Changing Time
    - 3) User Friendly Manual on Machine operation
    - 4) Forms and Materials needed



- 5) Pre-Lat Testing and Public Testing Procedures (Edit Listing and Test Deck)
- 6) Machine Setup Procedures
- 7) Opening Polls
- 8) Election Day
- 9) Auxiliary Bin
- 10) Return Ballots / Override Instructions
- 11) Closing Polls
- 12) How to transmit Election Results
- 13) Machine Take Down Procedures
- c. The proposal must include the billable rate and an estimate of the time necessary to provide training materials and services for staff in the MCCO and the municipal clerks, along with the appropriate training and reference materials to be used by staff performing system functions. Both programming and onsite support will be required for the February and April 2016 elections at the MCCO, Marathon County Courthouse, Wausau, WI and at polling locations.
5. System Documentation – CCITC and the County would like the following technical documentation included with the system:
  - a. System overviews, data dictionary and glossary of terms
  - b. Business rules that apply to the application/modules
  - c. System interface architecture – web services, import/export capabilities, flat file, direct DB access, etc.
  - d. User documentation
  - e. System Administrator documentation
  - f. Archival/backup/restore methodology
  - g. Software development and version control best practices

It is also highly desirable to have all documentation be available online.
6. Reports Overview
7. Project Management - A project plan with dates and deliverables. The vendor must fully implement the voting system before December 31, 2015.
8. Ongoing System and Technical Support and Maintenance Services
9. Vendor must include all election system components necessary to achieve the functionality defined.
10. Vendor to provide an Election System (hereinafter referred to as "System") and associated services as delineated in a Statement of Work (SOW).

#### **F. Technical Solution**

1. Vendors must describe their proposed technical solution for a uniform countywide voting system. The vendor's description of the proposed voting system solution must include the following topics:
  - a. General Overview – Provide a general overview of the proposed voting system including how the GAB and County systems will interact.
  - b. Describe, in outline form, the workflow for conducting an election using the proposed voting system including all steps required from ballot preparation through tallying and reporting.
2. Election Management System – Describe the proposed Election Management System (EMS). Include:
  - a. Describe how the EMS provides for the tabulation of votes cast in split precincts.

- b. Describe how the proposed voting system handles Wisconsin and Federal primaries.
  - c. Describe the process used to generate ballot styles based on precinct and district parameters and specify whether the process is automatic or manual.
  - d. Describe what set up is reusable from election to election on polling place units.
  - e. Describe the proposed voting system's capability to preview and print ballots before transmitting/loading onto voting units/devices.
  - f. Describe whether the EMS can concurrently create, open, and edit multiple election databases. Describe the ballot tallying features of your voting system including a description of how the voting system tallies write-in votes.
  - g. Describe all data that cannot be transmitted between the precincts and the MCCO.
3. Reporting
- a. List all available reports that are provided for the precinct, county, and State levels
  - b. Describe user's ability to create additional reports
4. Absentee
- a. Describe how absentee ballots are created, managed and tracked within the voting system.
  - b. Describe how absentee results are integrated with all other results.
5. Voting Devices
- a. Specify how many cast provisional ballots can be stored in each voting device.
  - b. Describe the precinct reporting features of the proposed voting system including in the description the process of extraction and consolidation of all voting devices and ADA-compliant devices as well as the printing of individual devices and write-in's.
  - c. Describe the voting device hardware and software including information about the operating system and why it was chosen. Describe whether the voting unit/device contains battery backup.
  - d. Specify how many voting units/devices can be plugged into a standard 15 amp power outlet.
  - e. Describe the proposed voting device's audio and/or visual confirmation to the voter and the poll manager that the ballot has been cast.
  - f. Describe the size, setup, storage, and transport features of your voting system. Include any means by which the equipment is protected from damage.
  - g. Describe the storage requirements and limitations for the proposed voting devices and any associated equipment including how many can be stacked, whether power is required for storage, the practical temperature and humidity limits the voting device can withstand, etc.
  - h. Describe whether the circuit boards of the proposed voting devices are protected with any coatings to protect them against damage due to dust, high heat, and humidity.
  - i. Describe the procedure for transferring precinct vote totals to the election central EMS including any backup system in place in case this process fails.
  - j. Specify internet and/or phone line requirements at each precinct.

6. Accessibility Devices - Describe all accessibility and disabled voter features of the proposed voting system. Include a description of the audio ballot features and operations of the proposed voting device.  
NOTE: Marathon County municipalities currently own AutoMARK ballot marking devices that are approximately 9 years old, with Marathon County programming the Model 100 PCMCIA Memory cards.
  - a. If proposal includes using existing ADA equipment, provide the following information:
    - 1) Specify anticipated additional service life
    - 2) Specify how updates will occur
    - 3) Specify how many years maintenance will continue to be provided
    - 4) Specify how long replacement parts are anticipated to be available
  - b. If proposal does not include using existing ADA equipment, provide the following information:
    - 1) List trade in value for existing AutoMARKs
    - 2) Describe proposed solution for accessibility
7. Storage
  - a. Description of where Application and Data will reside.
8. Auditing and Testing  
Description of all auditing and testing features of the proposed system. Include:
  - a. Describe how a manual and electronic recount is conducted on the voting system.
  - b. Describe how the voting system is tested for public demo and pre/post-election verification.
9. Security – Describe all security features of the proposed system. Include:
  - a. Describe any security planning you would recommend the State and counties implement.
  - b. Describe what system is in place that would identify and record any attempt at tampering with the proposed voting device by either the voter or an election official.
  - c. Describe the physical means used to secure the election data in all phases of the voting device transportation, setup, use and storage.
  - d. Describe the electronic protections in place to guarantee that systems are not compromised by hackers and protect the system from accessing data and changing votes.
10. Integration
  - a. Describe how reporting results can be automated to provide a user friendly interface that exports voting results every 15 minutes to the County website. We would be willing to consider using our current interface, but would also entertain proposals for other web delivery of voting results.
11. Delivery Plan
  - a. Describe the equipment delivery and distribution plan for the proposed voting system. You will be expected to test at the County Courthouse all units and then train election officials at the Courthouse. After training, deliver all units to their destinations around the County and set up and test at polling locations.
12. Acceptance, Installation, and Readiness
  - a. Describe your plan for acceptance testing, installation, and readiness testing for the proposed voting system.

13. Export / Document Distribution
  - a. Describe how results can be selected and distributed to outside entities.
14. Back-ups
  - a. Describe how documents are backed up.
15. Disaster Recovery
  - a. Describe your proposed DR approach.
16. Systems Architecture
  - a. Describe the optimal architecture of the system including schematics showing where election results, databases, indexes etc. are stored. Show web servers, application servers VM servers, directory services, security, firewalls, etc.
  - b. Specify if you support VM Ware, SANs, Microsoft servers. Which versions are currently supported?
  - c. List all known bugs in the current release or provide a link to a website with this information detailed.
  - d. List enhancements and features to be added.
17. Documentation – The offeror shall provide user documentation including but not limited to:
  - a. Detailed system training manuals which thoroughly explain setup, use and maintenance of the system.
  - b. Offeror will grant permission to make copies of the manual to be used by CCITC and the County.
  - c. Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases and any other or supplied utilities or existing customer assets which are required for the software to be implemented and supported by the CCITC staff.
18. Technical Support
  - a. Describe all hardware and software technical support options for the proposed voting system. Describe the processes typically involved in returning and replacing, or repairing failed components, and your proposed return policies.
19. Warranty and Post Warranty
  - a. Describe all hardware and software warranty and post warranty support and maintenance options available for the proposed voting system.
  - b. The vendor must at least provide CCITC with a one (1) year warranty period which will begin when the system is accepted by CCITC. The vendor shall warrant all software provided to be free of defects during this one year period. Any repairs or “bug fixes” required during this period will be made at no expense to CCITC.
20. Project Management

The proposal should include what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated, but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show tasks and milestones for deliverables. Tasks to be performed by you as well as by CCITC and/or MCCO should be specifically stated and included in the schedule.

**G. Features Questionnaire**

In addition to the critical requirements listed above, the MCCO, CCITC and the County have a number of detailed functional features that the new system should be able to perform. Table 1 below contains the list of functional features. Vendors should indicate whether or not their proposed solution meets each of these features using the following codes:

F = Fully provided within the software as a standard feature

P = Partially provided within software as a standard feature

C = Customization or third party application required to meet specification and cost of customization

NA = Not available

Any features coded as P or C requires an explanation of the feature and any customization required to meet the specification.

**H. Network and Interface Requirements**

It is expected that the selected system will be compatible with Marathon County's Virtual environment which has been standardized on VM Ware. In addition, the system should support automated, centralized, disk to disk backup and integrate in to the County's existing disaster recovery systems.

TABLE 1: FEATURES WORKSHEET  
COMPLETE THE FOLLOWING TABLE PER THE INSTRUCTIONS  
GIVEN IN V.C.1 ABOVE

	<b>FUNCTIONAL FEATURE</b>	<b>CODE</b> (F, P, C, NA)	<b>REMARKS</b>
1)	<b>General Features</b>		
a)	The election system provides the ability for Marathon County staff to program all election tabulation equipment without any assistance from the vendor, should the County choose to do so.		
b)	Vendor provides programming services for all election tabulation equipment, as required.		
c)	The election system allows County staff to configure, maintain and reuse jurisdictional parameters such as political districts, municipalities, reporting units, polling places etc.		

d)	The election system allows County staff to insert reporting unit records without the need to renumber the current list.		
e)	The election system supports global election variables that can be reused, in part or whole, such as the type of election, contests, candidates, offices and party, etc.		
f)	The system allows for reusable templates that can be used for editing or copying to create and define a new election.		
g)	The election system maintains a database of election types and allow for modification and reuse of some or all the data.		
h)	The election system supports electronic import of the election data from the GAB system into the election system software.		
i)	The election system provides help resources to assist County staff.		
j)	The election system provides context-sensitive help to County staff.		
k)	The election system highlights required fields to aid users in data entry during election programming.		
l)	The election system provides auto-complete / auto-suggest during data entry (e.g., user types a few letters into a text field and the system suggests matching text strings).		
m)	The election system provides spelling and grammar check.		
n)	The election system supports ballot creation and allows for ballot styles that apply to different Reporting units.		
o)	The election system allows for the set-up of ballot layouts including the support for number, types, and placement of columns; portrait or landscape layout; number and placement of vote targets; header shading options; font types and sizes; independence of front and back designs; English		

	and Spanish language.		
p)	The election system has an ability to upload and securely manage commonly used images and document formats like .pdf, .docx, .jpg, .gif, .xml.		
q)	The election system generates ballots in electronic or paper format to review and proof the ballot layout.		
r)	The election system offers full functional testing with the ability to zero the test results without the need for vendor intervention.		
s)	<p>The election system allows County Staff to program the following:</p> <ul style="list-style-type: none"> <li>i. Reporting units</li> <li>ii. Contests</li> <li>iii. Candidates</li> <li>iv. Political Parties</li> <li>v. Ballot Styles</li> <li>vi. Reporting units per ballot style</li> <li>vii. Ballot styles per reporting unit</li> </ul>		
2)	<b>Equipment</b>		
a)	The voting equipment offers both paper based voting and touch screen voting.		
b)	The voting equipment provides multi-language support to the voters. List the languages supported out of the box in the system. Spanish is required.		
c)	The voting equipment allows the tempo and volume of the auditory controls to be adjusted as needed.		
d)	The voting equipment handles over votes and under votes by providing clear instructions and options for the voter to review their ballot and allow an override should the voter decide to submit the ballot as completed.		
e)	The optical scan voting equipment supports the configuration of bins to allow for segregation of write-in ballots.		

f)	The optical scan voting equipment is capable of reading colored ballots. List supported colors.		
g)	The optical scan voting equipment generates a notification when the machine accepts and records the ballot successfully.		
h)	The optical scan voting equipment generates an audio and visual notification when the machine rejects a ballot or encounters an issue with the ballot with clear instructions describing the issue.		
i)	The audio notifications for either success or ballot rejection can be turned off by system admin.		
j)	The audio notifications are selectable by system admin.		
k)	The optical scan voting system tabulates multiple paged ballots even when the pages are not fed in numerical order.		
l)	For multiple paged ballots, the optical scan voting equipment displays the total number of pages scanned and pending scan.		
m)	The optical scan voting equipment handles previously folded ballots without causing jamming or other issues that would slow down the voting process.		
n)	The optical scan voting equipment handles ballot stickers without causing jamming or other issues that would slow down the voting process.		
o)	The optical scan voting equipment reads ballots marked with any commonly available marking device, such as pencils and felt pens.		
p)	The optical scan voting equipment should not read red ink (or some other undetectable / excluded color).		
q)	The voting system provides a clear, audible program for visually impaired voters.		
r)	The voting system allows authorized County staff to customize and reprogram the audio ballot content without support from the vendors.		



s)	The election system provides an audio / visual warning of power issues or low battery state.		
t)	In the event of a power failure, the election equipment supports battery backup to continue with the vote collection and tally process for a minimum of 4 hours.		
u)	The voting equipment generates status and audit log reports.		
v)	System provides for a minimum of 150 Wards, 175 Reporting Units, and 300 Ballot Styles.		
w)	The totals tape automatically prints signature lines for a minimum of 7 election inspectors.		
3)	<b>Vote Tabulation</b>		
a)	The election system has the capability to tabulate results at the County level, providing one set of totals for each reporting unit including reporting units that may have multiple ballot styles.		
b)	The election system provides a report combining total votes cast between two or more devices at each polling location.		
c)	The election system provides a report combining total votes cast in a municipality for all polling locations.		
4)	<b>Data Transmission</b>		
a)	The election system allows for electronic transmission of results from the precinct tabulators.		
b)	The election system aggregates the results collected from the different types of voting machines.		
c)	The election system identifies the polling location and confirms the receipt and validation of reported results when they are transmitted to MCCO.		
d)	The voting equipment provides notification to election inspectors that results have been		

	successfully transmitted to the MCCO.		
e)	When authorized by the MCCO staff, the election system allows for the retransmission of voting results after an initial transmission has been validly accepted.		
f)	When authorized by the MCCO staff, the election system allows for corrections to previously transmitted results.		
g)	The election system provides export of election results that can be transmitted to the MCCO website.		
h)	The election system provides file export for direct upload or electronic transmission of election results from the MCCO to the GAB CRS system.		
i)	The election system automatically saves interfaced results to multiple locations for archive.		
j)	The election system supports the transmission of election test data in order to verify the proper operation of communication equipment and tallying software prior to an election.		
5)	<b>Reporting</b>		
a)	The election system provides standard reports with the option to input user customization.		
b)	The election system provides a compiled report for each precinct automatically within 30 minutes of receipt.		
c)	The election system identifies segregates and reports uncounted ballots due to errors, write-ins, over votes and under votes.		
d)	The election system produces an Election Summary and Election Detail Reports.		
e)	The election system provides reports needed for a contest recount.		
f)	The election system allows the reproduction of the memory packs to perform a recount.		

g)	The system provides ad-hoc reporting which allows users to filter and select relevant data to be reported.		
h)	The election system provides for statistical reporting such as percentage of voter turnout.		
i)	The system generates an audit log report.		
j)	The election system offers analytical reports preferably spanning multiple elections.		
6)	<b>Technology and Security</b>		
a)	The system employs a common programming process and interface for all equipment and devices used in Marathon County.		
b)	<p>The system supports multiple connectivity options for secure data transmission to include:</p> <ul style="list-style-type: none"> <li>i. Wired internet</li> <li>ii. Wireless Internet</li> <li>iii. Cellular Modem</li> <li>iv. Analog Modem (land line)</li> <li>v. Digital Modem (land line)</li> <li>vi. Direct network connection</li> </ul>		
c)	The system supports failover of backend data servers through virtualization.		
d)	The election system ensures data integrity in the event of a power outage.		
e)	<p>The election management system integrates into Active Directory and utilize domain user credentials and security settings - in the event the solution does not utilize domain security policy the system should:</p> <ul style="list-style-type: none"> <li>i. The election system software supports assignment of login IDs so that individual users are required to log into the system with their respective ID and password.</li> <li>ii. The election system software has a built-in authentication mechanism that provides access only to valid authorized users.</li> <li>iii. The election system requires users to change their application passwords at regular intervals as set by the system administrator.</li> </ul>		

	iv. The election system requires users to input numerals, special characters etc. to improve password strength. v. The election system password policy includes minimum and maximum length for passwords. vi. After repeated failed login attempts, the election system disables the user IDs for a specified period of time.		
f)	The election system supports maintenance of user roles that allow authorized staff members to perform tasks defined for their respective roles.		
g)	The election system tracks the completion of each defined step in the election programming process.		
h)	The election system generates audit logs of user actions as new elections are defined, modified or deleted.		
i)	The election system creates an audit log of all programming changes performed by a user.		
j)	The audit logs created by the election system contain information related to the following actions: a. the user who performed an action; b. the date and time on which the action was performed and; c. the type of action performed (which field was changed and the value).		
k)	The election system is capable of logging audit files to a designated file location that is secure and not readily accessible to users.		
l)	The election system allows authorized users to delete/archive an election.		
m)	The election system is capable of being locked down to prevent changes after programming is complete.		
n)	The voting equipment maintains audit logs of actions performed.		
o)	The election system prohibits modifications to		

	audit data or audit logs.		
p)	The election system provides alerts or notifications to a designated recipient when a particular action such as deleting or modifying a record is performed.		
q)	Audit logs are available for viewing and printing.		
r)	The election system generates backup files for archive or offsite storage.		
s)	The election system identifies the polling location when the voting results are being transmitted to the MCCO.		
t)	The election system identifies which voting machines have transmitted their results and those that are pending transmission.		
u)	The election system has safeguards to prevent the acceptance of malicious or duplicate results during the results transmission process.		
v)	The election system has a built-in mechanism to check and verify that all test data is expunged before the system is rolled out into production.		
7)	<b>Vendor Support</b>		
a)	Vendor provides onsite service - note typical response time in remarks field.		
b)	Vendor will provide programming services for all equipment for a fee.		
c)	Vendor provides 24 x 7 support for equipment and programming.		
d)	Vendor provides training on system use to include: <ul style="list-style-type: none"> <li>i. programming</li> <li>ii. operation</li> <li>iii. archiving</li> <li>iv. maintenance</li> </ul>		
e)	Vendor utilizes end user feedback for system improvement.		

f)	Vendor holds user group training or meetings periodically		
g)	Vendor provides addition memory devices for temporary use in the event of a recount.		

## **VI. Response Format**

A. All proposals should follow this format:

1. Management Summary
2. Corporate Data
3. Contact Person
4. References
5. Contractual Conditions
6. Insurance Requirements
7. Proof of Insurance
8. Proposer Terms
9. Proposer Support
10. Costs
11. Response to Section V