



K A N S A S

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DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

LANDON STATE OFFICE BUILDING, 900 SW JACKSON ST., RM 102N, TOPEKA, KS 66612-1286
Voice 785-296-2376 Fax 785-296-7240 <http://da.state.ks.us/purch>

REQUEST FOR PROPOSAL (RFP)

RFP Number: 08455
PR Number: 011860
Replaces Contract: None
Date Mailed: May 16, 2005
Closing Date: June 16, 2005, 2:00 PM
Procurement Officer: Robert J. Sachs
Telephone: 785-296-2770
E-Mail Address: robert.sachs@da.state.ks.us
Web Address: <http://da.state.ks.us/purch>

Item: Voting Equipment, HAVA Compliant

Agency: Kansas Secretary of State
Location(s): Statewide
Period of Contract: October 31, 2005 through November 31, 2010
(with five (5) additional optional one-year renewal periods)
Guarantee: No Monetary Guarantee Required
Scope: This Contract shall cover the procurement of voting equipment that complies with the Help America Vote Act of 2002 and as modified. In addition it will secure sources for tabulation systems, support equipment, implementation services and maintenance services. It will also provide access for certified and tested non-HAVA voting equipment to supplement or replace equipment as individual counties may find necessary.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the contract number and be directed to the procurement officer.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

SIGNATURE SHEET

Item: Voting Equipment, HAVA Compliant

Agency: Secretary of State

Closing Date: June 16, 2005

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies. **I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(____) #2(____) #3(____) None(____)

Legal Name of Person, Firm or Corporation_____

Toll Free Telephone_____Local_____Fax_____

E-Mail_____

Mailing Address_____

City & State_____Zip Code_____

FEIN Number_____

Signature_____Date_____

Typed Name of Signature_____Title_____

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address_____

City & State_____Zip Code_____

Toll Free Telephone_____Local_____Fax_____

E-Mail_____

This pricing is available to Political Subdivisions of the State of Kansas.

Yes_____ No_____ (Refusal will not be a determining factor in award of this Contract)

Agencies **may** use State of Kansas Business Procurement Card for purchases from this contract.

Yes_____ No_____ (Refusal will not be a determining factor in award of this Contract)

Tax Clearances: Per KSA 75-3740(c), as amended, the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Division of Purchases will confirm tax status prior to the release of a purchase order or contract award. The State of Kansas reserves the right to allow a bidder an opportunity to clear its tax status within ten (10) calendar days, or to proceed with award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

Potential bidders are encouraged to contact the Kansas Department of Revenue directly (and on a regular basis) to confirm current tax status and to clear up any outstanding liabilities.

The Secretary of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine the bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

Instructions on how to check Tax Clearance Status can be found at the following website:

<http://www.ksrevenue.org/taxclearance.htm>

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.htm>

Please Indicate Taxes Currently Registered for in Kansas:

- Corporate Income Tax
- Sales Tax
- Withholding Tax
- Compensating Use Tax
- None

Contact Information: Please provide the attached contact information for use should the State of Kansas need to contact the appropriate officials within your company to discuss your tax clearance / registration status.

Contact Person for Tax Issues: _____

Company Name: _____ FEIN: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

Accounts Receivable Set-Off Program: *During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas Accounts Receivable Setoff Program. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.*

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its' obligation to the State is reduced by the amount subject to setoff.

COST PROPOSAL

**PRICING PAGES ARE LOCATED IN ATTACHMENT C AT THE
END OF THIS DOCUMENT.**

**SECTION I
CONDITIONS TO BIDDING**

- 1.1 **Proposal Reference Number:** The above number has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

Robert Sachs

Telephone: 785-296-2770

Facsimile: 785-296-7240

E-mail Address: Robert.sachs@da.state.ks.us

Kansas Division of Purchases

900 SW Jackson, Room 102N

Topeka, KS 66612-1286

No communication is to be had with any other State employee regarding this Request except with designated state participants in attendance **ONLY DURING:**

Negotiations

Contract Signing

as otherwise specified in this Request.

Violations of this provision by vendor or state agency personnel may result in the rejection of the proposal.

- 1.2 **Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees, which consists of the following:

Secretary of Department of Administration;

Director of Purchases, Department of Administration; and

Kansas Secretary of State

- 1.3 **Appearance Before Committee:** Any, all or no vendors may be required to appear before the PNC to explain the vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award to the low bidder without conducting negotiations. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

- 1.4 **Questions/Addenda:** No pre-proposal conference is scheduled for this Request for Proposal. Questions or requests for additional information regarding this Request for Proposal must be submitted electronically, via email, to the Procurement Officer listed below using Microsoft Word prior to the close of business 5:00 p.m., May 23, 2005. Each question or clarification request must reference the appropriate RFP section.

Robert J. Sachs

E-mail Address: robert.sachs@da.state.ks.us

Answers to questions should be available on the State's web site, <http://da.state.ks.us/purch/rfq/08455.doc>, approximately May 31, 2005.

It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors are required to check the website periodically for any additional information of instructions.

Failure to notify the Procurement Officer of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the State. Any modification to this Request shall be made in writing by addendum. Only written communications are binding.

- 1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the State of Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
- 1.6 **Evaluation of Proposals:** Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee or their designees. Consideration may focus toward but is not limited to:
- 1.6.1 cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations;
 - 1.6.2 response format as required by this Request;
 - 1.6.3 adequacy and completeness of proposal;
 - 1.6.4 vendor's understanding of the project;
 - 1.6.5 compliance with the terms and conditions of the Request;
 - 1.6.6 experience in providing like services;
 - 1.6.7 qualified staff;
 - 1.6.8 methodology to accomplish tasks.
 - 1.6.9 ease of use and accessibility
 - 1.6.10 security and accuracy
 - 1.6.11 performance in mock election
 - 1.6.12 election management features and functions
- 1.7 **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.
- 1.8 **Contract:** The successful vendor will be required to enter into a written contract with the State. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is attached to this Request.
- 1.9 **Contract Documents:** This Request and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.
- In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
- 1.9.1 Form DA-146a;
 - 1.9.2 written modifications to the executed contract;
 - 1.9.3 written contract signed by the parties;
 - 1.9.4 this Request including any and all addenda; and
 - 1.9.5 contractor's written proposal submitted in response to this Request as finalized.
- 1.10 **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered with the Division of Accounts and Reports; and a written contract has been signed by the successful vendor.
- 1.11 **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the State of Kansas. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

- 1.12 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.**
- 1.13 **Debarment of State Contractors.** Any vendor who defaults on delivery as defined in this Request may be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the secretary of administration, after consultation with the contracting agency and the attorney general, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The secretary, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney general, remain in effect until after the trial of the suspended person.
- 1.14 **Insurance:** The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

SECTION II PROPOSAL INSTRUCTIONS

- 2.1 **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form provided herein. Computations and totals shall be indicated where required. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

ALL COPIES OF COST PROPOSALS SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR CONTAINER SEPARATE FROM THE TECHNICAL PROPOSAL. THE OUTSIDE SHALL BE IDENTIFIED CLEARLY AS "COST PROPOSAL OR TECHNICAL PROPOSAL" WITH THE REQUEST NUMBER AND CLOSING DATE.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this Request For Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposal without additional clarification shall not be considered responsive.

Vendors are instructed to prepare their Technical Proposal following the same sequence as the Request For Proposal.

- 2.2 **Submission of Proposals:** Vendor's proposal shall consist of:
- Ten (10) copies of the technical Proposal, including literature and other supporting documents;
 - Five (5) copies of the cost proposal (packaged as described in Section 2.1);
 - In addition five (5) electronic / software version of the technical and cost proposals may be required.

Vendor's proposal, sealed securely in an envelope or other container, shall be received promptly at 2:00 p.m., Central Standard or Daylight Savings Time, whichever is in effect, on June 16, 2005, addressed as follows:

**Kansas Division of Purchases
Proposal #08455
Closing June 16, 2005
900 SW Jackson Street, Room 102N
Topeka, KS 66612-1286**

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

- 2.3 **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the vendor's social security number or Federal Employer's Identification Number.
- 2.4 **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Division of Purchases in writing.
- 2.5 **Modification of Proposals:** A vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Division of Purchases prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

State of Kansas Division of Purchases
900 Jackson Street, Room 102N
Topeka, KS 66612-1286

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Division of Purchases. Bid results can be obtained by sending (do not include with bid):

1. A check for \$3.00, payable to the State of Kansas and
2. A self-addressed, stamped envelope;
3. Contract Proposal Number,

Send to:
Kansas Division of Purchases
Attention: Bid Results/Copies
900 SW Jackson, Room 102N
Topeka, KS 66612-1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the State is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

**SECTION III
GENERAL PROVISIONS**

- 3.1 **Term of Contract:** The term of this contract is for a five (5) year period from the date of award with five (5) additional one (1) year renewals by written agreement of the parties.
- 3.2 **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of this Request.
- 3.3 **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
- 3.3.1 the Contractor fails to make delivery of goods or services as specified in this contract; or
- 3.3.2 the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

- 3.4 **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
- 3.5 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Robert J. Sachs
Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286**

or to any other persons or addresses as may be designated by notice from one party to the other.

- 3.6 **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.7 **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

- 3.8 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
- 3.9 **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.
- 3.10 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 3.11 **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

- 3.12 **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.
- 3.13 **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.
- 3.14 **Reviews and Hearings:** The Contractor agrees to advise the Director of Purchases of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchases. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.
- 3.15 **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 3.16 **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.17 **Hold Harmless:** The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

- 3.18 **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 3.19 **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
- 3.20 **Retention of Records:** Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

- 3.21 **Federal, State and Local Taxes Contractor:** The State make no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
- 3.22 **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
- 3.23 **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- 3.24 **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

- 3.25 **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
- 3.26 **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
- 3.27 **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
- 3.28 **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

- 3.29 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
- 3.30 **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
- 3.31 **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
- 3.32 **State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. Please indicate on the bid signature sheet if you will accept the Business Procurement Card for payment.
- 3.33 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 3.34 **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Division of Purchases if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Division of Purchases no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
- 3.35 **Political Subdivisions:** Political subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by the Division of Purchases. Please state on your response one of the following statements:
- (1) "This pricing IS available to Political Subdivisions of the State of Kansas";
or
(2) "This pricing IS NOT available to Political Subdivisions of the State of Kansas".
- Awards shall not be based on which of these statements is selected. However, conditions included in this contract shall be the same for political subdivisions.
- The State has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.
- 3.36 **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.37 **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
- 3.38 **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

- 3.39 **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 3.40 **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
- 3.41 **Quarterly Reports:** The vendor is required to submit a quarterly report to the Division of Purchases detailing all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description and amount.
- 3.42 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

SECTION IV PROPOSAL FORMAT

4.0 **Proposal Format:** The following information shall be part of the technical proposal: Vendors are instructed to prepare their proposal following the same sequence as discussed herein.

4.1 **Overview:** Proposals, to be considered, need to include all data and information required by this RFP. Non-compliance with the instructions will make fair consideration of offerings difficult and could result in rejection of the proposal without review.

The proposal for KSSOS should be clear, coherent and prepared in sufficient detail for effective evaluation by KSSOS. Elaborate documentation, expensive binding, detailed artwork or other embellishments are neither necessary nor desirable. The vendor shall assume that the evaluation team has little or no previous knowledge of this technology and will base its evaluation on the information presented in the proposal.

The RFP contains sections on Background Information, Minimum Requirements Checklist, and implementation Requirements. Vendors are requested to respond to requirements and information provided in Sections 5. Vendors are free to make operational assumptions relative to how they think the system should operate and the manner in which it will be best deployed and used prior to, during and after elections.

Other than where appropriate in the Minimum Requirements Checklist, statements that the vendor understands all specifications and can or will comply with them, as well as Statements paraphrasing the specifications or parts thereof are considered insufficient. Consistent use of phrases such as "yes," "will comply," "standard procedures will be employed," "industry standards are followed," or, "well known techniques will be used," will be considered insufficient. Content and quality are more important than quantity.

4.2 **Proposal Response:** To aid in the evaluation of submissions, vendors are asked to adhere to a standard Table of Contents. There are four (4) discrete components to the properly completed response. They are;

- (a) the completed Signature Sheet (see page 2);
- (b) the Transmittal Letter;
- (c) the Technical Proposal which will be submitted as Section 5; and
- (d) the Price Proposal that will be submitted as Section 9.

Vendors will add additional information such as brochures and marketing literature to the Appendix of the Technical Proposal. The information should be organized as outlined in Section 4.4.2. Please note that Sections 1—4 are incorporated by reference in your proposal. They are the first four sections of this Request for Proposal.

4.3 **Transmittal Letter Instructions:** The Transmittal Letter will not have a section number but should appear as the second document in the binder (after Signature Sheet) and should include the following information as a minimum representation:

- that the vendor is the prime contractor and identifying all subcontractors;
- that the vendor is a corporation or other legal entity;
- that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- that the vendor does not discriminate in employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- that no cost or pricing information has been included in the transmission letter or technical proposal;
- that the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;

- that the person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-Statements; that the system, including all purchased and custom software and all hardware is year 2000 compliant and that the system, including all purchased and custom software and hardware is certified to not have a date related processing problem to a specific, future date. Year 2000 Warranty form may be found as Attachment D

4.4 **TECHNICAL PROPOSAL INSTRUCTIONS**

4.4.1 **Technical Proposal:** The Technical Proposal will appear as Section 5. It follows the completed Signature Sheet and the Transmittal Letter. Other Sections are labeled 6 through 8 and are discussed below. Section 9 is the Cost Proposal which will be sent as a separate document in a sealed envelope. Contents of the Technical Responses are as outlined below:

4.4.2 **Outline of Response:**

Executive Summary (Labeled Section 5.1)

- Response to RFP Section 5.1 Background Information
- Overview of Project Approach
- Master Milestone Schedule
- Exceptions to the RFP
- High Risk Areas
- Corporate Background
- Discussion of subcontractors (if any)

Minimum Requirements (Labeled Section 5.2)

Vendor Product Information (Labeled Section 5.3)

Voting Equipment

- Direct Recording Electronic
- Optical Scan
- Other

Vote Tabulation

Professional Services (Labeled Section 5.4)

Project Management

- Approach
- Project Organization Structure
- Master Integrated Schedule
- Reporting
- Problem Resolution
- KSSOS Resources Required
- Formal Review Meetings
- Change of Scope Management

Training

- County Election Officials
- Voting Device Administrators
- Vote Tabulation Users

Warranty Maintenance and Support (Labeled Section 6)

- Hardware
- Software

Vender Information (Labeled Section 7)

Company Financial Information
Related Contracts Project Resumes and References
Project Staff Resumes

Administrative (Labeled Section 8)

Sample Contract
Sample Hardware Maintenance Agreement
Software License
Software Maintenance Agreement
Software Escrow Agreement
Sub-Contractor Agreements
Representations and Certifications including Y2K

Appendices (Labeled Section 9)

Sample User Manual
Sample System Administration Manual
Sample Training Handbook
Sample Hardware Maintenance Handbook
Typical Operations Guide
Other Vendor Supplement

Cost Proposal (Labeled Section 10)

The cost proposal shall be delivered using the Excel spreadsheets provided with this RFP. Vendors must follow the format provided but may supplement these sheets with additional information. These sheets shall be provided in Excel standard format. Vendors may provide a second copy in .pdf format if so desired.

4.4.3 **Proposal Content Description:** The contents of each one of these sections is described as follows;

4.4.3.1 **Executive Summary:** The Executive Summary should serve to familiarize KSSOS executives and evaluators with the key elements and unique features of the proposal by briefly describing how the vendor is going to accomplish the task.

This section should be written at a business level and discuss the major or unusual resources and advantages the vendor can provide to the project. The senior management team and evaluators at KSSOS will read this section.

The executive summary should contain the following:

A reply to the Background Information provided. In your response please indicate your understanding of this information and whether or not the vendor takes exception to any of it.

A master milestone schedule of all major efforts to be undertaken in the project. Dates should begin with a November 30, 2005 project start date.

A list of all exceptions taken to this RFP and the reason for the exception.

A list of high-risk areas that are reasons for concern such as schedule deadlines, incompatible technologies, or overly tight specifications. Any request to delete, change, or relax a requirement must be fully supported in this section. Vendors will not be evaluated on this paragraph. These concerns will be addressed with the vendor during negotiations.

A discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

- description of the organization, date established, legal status;
- a certificate of good standing from the state in which the organization is incorporated

- ownership (public, partnership, subsidiary, etc.);
- number of personnel, full and part-time, assigned to this project by function and job title;
- number of employees directly involved in election management system development and implementation;
- number of election management system installations;
- location of the project within the vendor's organization;
- organizational chart;
- corporate revenue for 2004 and projected for 2005;
- principal office address and phone number;
- local office address and phone number if different;
- name, business address and phone number of person responsible for proposal;
- name, business address and phone number of person responsible for day-to-day operations of this project;
- list any litigation or ethical proceedings brought against your firm in the past three years;
- list names and locations of any entities or governmental agencies that have canceled, terminated or otherwise ended contracts with your company for any reason;
- certification of liability protection (insurance coverage for libel, contract liability, errors and omissions, and litigation).

4.4.3.2 **Section 5.2 Minimum Requirements:** This section of the RFP enumerates features and functions considered essential to Kansas. Vendors are asked to respond to this section at the end of each subsection by affirming all of the functions will be supported within the standard product or not. For those that are not standard, please indicate by item number the function for which you have a functional equivalent or no cost modification that will address the need. Please provide an explanation on how you will achieve the requirement. Also indicate if the modification will become part of the standard product. Separately, list the item numbers of functions that will require modification for a fee that will be listed in the cost proposal. Exclusively identifying costs for these requirements in the cost proposal by Requirement number will allow for evaluation of the need of the particular item and whether or not they will be exercised in the final statement of work..

4.4.3.3 **Section 5.3 Vendor Product Information:** The vendor should submit detailed product information regarding features, functions, and advantages over competing products.

Vendors must provide information regarding performance and voter throughput (average number of voters able to vote per hour based on a typical ballot) based on the vendors real world reported experiences.

Provide information regarding the devices ability to be tested while in elections mode to validate that the software has not been modified. The system should have ability to log any modification to the code. Optionally, the system should have an ability to shut itself down if a change of software is made during election mode.

Vendors must provide complete information regarding device specifications for each device offered including but not limited to;

- Weight with and without battery back-up
- Physical dimensions
- Power Requirements
- Environmental requirements during election and while in storage
- Storage container requirements
- Maintenance requirements when not in use or prior to, during and following an election
- Dimensions of the physical space required for the proper use of each device during an election
- Stand specifications
- Procedure for setting the device up for an election, use by voter during election, end of election tally and shutdown procedures and restart procedures if the device were to fail during an election
- Information on peripheral equipment such as headphones, microphones, speakers, printers, etc.

In addition, for each device offered vendors must quote availability in terms of days from order placed until delivery of the product.

- 4.4.3.4 **Section 5.4 Professional Services:** In expectation of a potential award to a vendor for all 2000 voting devices, the SOS would expect detailed management of the implementation, training and support activities. In this section, the vendor shall provide information organized into the following sections:

Project Management

The vendor shall present its approach and capability to control and deliver the equipment proposed.

The vendor shall describe the project organization structure, listing all key personnel functions. Consideration will be given to the named personnel and their placement in the project structure, title, qualifications, and experience. The evaluation will include project staff experience. Consequently, *vendors shall not include the resume of staff that will not be actively involved in the project.* The project manager whose resume is included in the proposal will be evaluated and is expected to be available to the project. Changes to project management once the project has begun can only be made with the written approval of KSSOS. In addition, supporting rationale shall be provided to show that the organization is adequate to support the overall effort and to justify the number and allocation of personnel involved.

The vendor shall present a master integrated schedule depicting all activities and milestones from contract award to installation and cutover. This section shall also contain a matrix that lists tasks and identifies the corresponding "owner." KSSOS tasks shall be identified as well as those of any subcontractor(s). The thoroughness and clarity of this schedule will be examined carefully.

A proposed deliverables schedule which must be provided as a separate document in this section but reflects the master integrated schedule must also be provided.

Following the selection of a contractor, but before work is authorized, a series of project milestones and deliverables with corresponding payment events will be established. These deliverables must be completed work segments with a useful work product for which a payment can be made. KSSOS will not award a contract in which hours worked is the basis of payment. Vendors are expected to have the financial strength and application knowledge required to identify a series of useful work products that lead to the completion of an operational system.

The winning contractor will be expected to account for project progress against dollars allocated for that particular milestone at any time at the request of KSSOS. The vendor shall discuss how they will control the proposed schedule and how they will identify and report achievement of tasks and milestones. The vendor will also discuss how they will identify, resolve, and report resolution of problems such as schedule slippage, change of scope requests or engineering anomalies.

Vendors have the sole responsibility for ensuring any system developed and/or installed as part of this RFP is fully and adequately operational and can be easily maintained. This includes any technical expertise in any area needed as part of this RFP. Vendors are required to identify all resources they intend to request of KSSOS or a given County Office. The type of staff and the estimated number of hours of involvement shall be detailed. The size and type of physical space needed for work area, equipment staging, training, or other purpose must be identified. KSSOS expects it will provide no equipment other than that which is procured as part of this project or to support the components of this project. Any assistance provided by KSSOS does not diminish the fact that the vendor has sole responsibility to ensure all equipment delivered operates properly.

Vendors shall describe their approach to formal review meetings with KSSOS, the organization of the typical meeting, and methods for documenting and approving all meeting notes. In addition a discussion of the approach to problem resolution and change order procedures is required.

Training

Vendors shall provide a detailed description of all education and training required for County staff to operate the equipment. A description of all classes, typical classroom environment, student/instructor ratio, and instructors' qualifications. List the locations of training centers available and discuss your ability to provide on-site education at a number of locations considered sufficient for training all users

Vendor shall provide one sample training handbook for evaluation. This handbook shall be placed in an appendix to the proposal and marked as such.

Training must be described and provided for County Election Officials, Voting Device Administrators and Vote Tabulation Users. A sample User Manual and sample System Administration manual should be provided as appendices to the proposal.

Policy and Procedures Documentation

KSSOS recognizes that the success and security of an election depends not only on the voting equipment but on the pre and post election activities that must be managed carefully. Such policy and procedure best practices are considered a key deliverable for each type of voting device and tabulation system offered.

This documentation must be sufficient to allow county election staff to maintain and prepare for an election, operate and test during an election and collect and report information at the close of an election. This documentation should describe in detail each activity performed and how it contributes to the systems use and security.

- 4.4.3.4 **Section 6 Warranty Maintenance and Support:** The vendor shall provide a warranty and maintenance agreement through one federal election cycle (the certification of the first federal election) beginning on the date of acceptance by the SOS of the individual piece of equipment for all hardware and software regardless of whether this warranty period for any piece of hardware or software shall extend beyond the term of the initial contract. The vendor shall provide a detailed description of all maintenance activities; supply channels and parts depots; typical daily or monthly support activities; and the principle period of maintenance. The above must be supported with an organizational chart of the vendor's headquarters support operation, the proposed support organization for this project, and the escalation procedures for reporting problems.

Provide information describing what if any support is provided during the conduct of an election. This should include a discussion of availability of service technicians for field based repairs, availability of parts and hot line user support.

As a condition of this contract, if software support is discontinued by the vendor for any reason other than KSSOS's procurement of available support, then all software source code no longer supported will be released to KSSOS without additional cost.

- 4.4.3.6 **Section 7 Vendor Information:** This section is intended to familiarize KSSOS with the vendor's financial background, history with performing installations with similar functionality required by KSSOS and with the staff that will be assigned to the project including the project manager.

Vendors shall supply audited financial statements and other information necessary to establish the financial resources and stability of the performing organization. Vendor must also provide the following;

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of staff assigned to this project by function and job title;
- (d) data processing resources and the extent they are dedicated to other matters;
- (e) location of the project within the vendor's organization;
- (f) relationship of the project and other lines of business; and
- (g) organizational chart

Vendors should provide project resumes on any related contracts awarded within the last three (3) years. Three or more different customer references must be provided. Please include a synopsis of each contract and discuss its relevancy to this project and proposal. Referenced contracts may be arranged to demonstrate competency in functional areas. For example, Contract A may only be listed to demonstrate competency in Project Management while Contract B may be listed to show experience in a high transaction volume environment. Referenced contract must include the following information:

- Customer name.
- Address.
- Type of business.
- Indicate project start and finish dates.
- Brief description of role in this project.
- Brief description of project including the hardware and software configuration.
- Contact information:
 - Name.
 - Title.
 - Phone number.
 - Address.
 - Hours available.

Vendor should provide project team resumes for the staff that will be working on this project.

4.4.3.7 Section 8 Administrative: Please provide copies of the following information as Section 8 of the proposal.

- Sample Contract
- Sample Hardware Maintenance Agreement
- Software License The vendor shall provide a copy of the statewide license for any components provided to State. The license shall allow election officials to use the system for any election conducted for or on behalf of any entity or organization in Kansas.
- Software Maintenance Agreement
- Software Escrow Agreement
The vendor must place the source code for any proposed electronic voting units into escrow with a third party mutually agreed upon. Updates to the source code must, upon certification for use, be added to the escrow. In the event the vendor ceases to function as a business, the source code in escrow will be made available to the State no charge. The source code must also be provided upon request of the KSSOS for purposes of validating any election dispute in which the code is brought into question.
- Sub-Contractor Agreements
- Representations and Certifications Including Y2K

4.4.3.8 Section 9 Appendices: Please provide copies of the following information as Section 9 of the proposal.

- Sample User Manual
- Sample System Administration Manual
- Sample Training Handbook
- Typical Operations and Procedures Guide

4.4.3.9 Section 10 Cost Proposal Instructions: Vendors must complete the Cost Proposal within the Excel spreadsheets supplied as part of this RFP.

In Section 10.1 of the vendor response provide an overview that includes a discussion of your cost proposal. This should contain, but is not limited by, the following:

- How pricing and discounts were computed.
- Identification of warranty periods for all components.
- Non-recurring costs.
- Recurring costs such as maintenance.
- Discussion of hidden/related costs that KSSOS has not anticipated but will be responsible for incurring.
- Lease and lease/purchase options

In Section 10.2 of the vendor response, please provide all information requested in the MS Excel spreadsheet provided. This spreadsheet is broken into four sections as follows:

Commodity Group One—This section is for voting device and tabulation hardware along with any support devices required to conduct an election. A one year warranty and an additional 9 years of maintenance support must be quoted.

Commodity Group Two—This section is for any consumables and periodic servicing and testing anticipated for the anticipated ten years of operations.

Service Group One—This section is for professional services specific to installing of equipment, initial training and documentation for operations and best practices.

Service Group Two—This section is for professional services associated with efforts install updates, add components and other services.

Please use the categories provided. If a provided category is not appropriate you may disregard it by noting it as Not Applicable (NA). If you require a category that is not provided please use the rows or columns marked as "Other" and provide your own category name. Please provide maintenance pricing for a ten-year system life cycle.

In Section 10.3 of vendor response, list the costs of any requirement from the Minimum Requirements Checklist from Section 5 that will be separately priced by the item number listed in the section.

This section shall include all costs necessary for the complete procurement of the system to preclude hidden charges later in the project life cycle. Any costs necessary to fulfill the functionality offered and that is not included in the proposal of the winning contractor shall become the responsibility of the contractor during implementation.

If changes to existing communications infrastructure, or procedures are required, then address your specific recommendations in your technical proposal and the prices associated with these recommendations as separate line items in your cost proposal.

TERMS AND CONDITIONS

Payment Terms: Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

Vendor Contracts: Include a copy of any contracts proposed.

Contract Price: Statewide contracts are awarded by the Division of Purchases to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the **identical item** at a **lower price**, a waiver to "buy off state contract" may be granted by the Division of Purchases.

On-Site Inspection: Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Request. Submission of a bid shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid.

Submission of the Bid: Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

Subcontractors: Kansas Statute K.S.A. 75-3741 as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a Single Contract for the "Project as a whole" is to be awarded.

Insurance: The Successful Vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

Contact: For technical information regarding the equipment specified in this solicitation and to arrange for a site visit, contact:

HAVA Coordinator _____

Kansas Secretary of State (785) 296 0080 _____

Any correspondence by potential bidders, with the using agency, must be documented in writing and submitted to the Division of Purchases, to be considered for any possible addenda, and/or in the evaluation of the bid. Any change in specification shall be authorized only by the Division of Purchases and will be issued by written addendum.

Shipping and F.O.B. Point: Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency or County receiving dock or other designated point as specified in this Request without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.

Deliveries: All orders shall be shipped FOB destination, prepaid and allowed, within SEVEN (7) business days of receipt of a purchase order. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Division of Purchases of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

Equivalent Items: Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.

Alternate Proposals: Bids on items comparable to the above are invited. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

Benchmark Requirements: A demonstration or benchmark of the selected devices for the using agencies may be required before final contract approval.

Equipment: All offered equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.

Implied Requirements: All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor's response.

Industry Standards: If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Technical Literature: All bids shall include specifications and technical literature sufficient to allow the State to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.

Default on Delivery: Any vendor who defaults on delivery as defined in this Request may, be barred from bidding on any subsequent Request for a period to be determined.

Indefinite Quantity Contract: This Request is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

Prices: Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract. During the term of this contract any lower component price offered to any other jurisdiction for the same or similar products in similar volumes shall be extended to the State and to local units of government under this contract.

Price Adjustments: On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract can not agree on renewal terms, it is hereby understood that the contract will be re-bid.

Unit Pricing: Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

Upgrades: Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

Payments: Payments shall not be made for costs or items not listed in the vendor's response.

Documentation: Examples of documentation delivered by the manufacturer with purchase of items shall be included. Vendor must be able to deliver additional copies (beyond the response set) of documentation on an immediate basis for use in the evaluation process. Within the section, vendors may use any format. Include detailed, standard, published literature describing each equipment item and feature offered.

If asked, vendors shall deliver additional copies of response documentation immediately. Within the section, vendors may use any format. Include detailed, standard, published literature describing each item and feature offered.

Warranty: Standard Manufacturer's Warranty, for all equipment bid, is to be considered a part of these conditions. All defective items shall be replaced free of charge.

Bidders must provide a ONE (1) year PARTS AND LABOR warranty on all devices and/or labor provided as part of an award that results from this Request for Quotation.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The contractor shall be responsible for all work put in under these specifications. The contractor shall make good, repair and replace, at the contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency and/or Division of Purchases said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed.

References: Provide four (4) references. References shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employees and the buying agency shall not be shown as references.

Certification of Specifications Compliance: By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request.

Certification of Materials Submitted: The response to this request, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

Experience: All bidders must have a minimum of two (2) years continuous active participation in the applicable industry as a distinct company, providing equipment, services and systems comparable in size and complexity to the equipment and systems specified.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract.

Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

Award: Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

SECTION V STATEMENT OF WORK

5.1 Background Information:

The Kansas Secretary of State (KSOS) is soliciting proposals from qualified vendor(s) to provide voting equipment, services and if necessary software that is compliant with Federal requirements as promulgated by the Help America Vote Act of 2002 and as modified. In addition, it will secure sources for tabulation systems, support equipment, consumables, implementation services and maintenance services to be used by Kansas counties in the conduct of Federal, State or Local elections.

The selected system must address the basic characteristics attributed to a proper voting system;

The independence and confidentiality of a voter's ballot must be preserved

The system must be tamper-resistant to thwart a wide range of attacks, including ballot stuffing by voters, ballot erasing, ballot manipulation and incorrect tallying by insiders.

The system must be comprehensible and easy to use by the entire voting population, regardless of age, infirmity, or disability including visual impairment.

The system must also provide options for advance, provisional, and write in candidate ballots for use by citizens.

With a voting population of approximately 1.5 million, Kansas has one hundred and five counties, approximately 3100 precincts and approximately 2100 polling places.

For details on population distribution by County, total registered voters and number of Precincts please see Attachment A.

For information regarding the voting format and type of equipment used in Kansas counties, please see page 9 of Attachment B. This document is Chapter 7 of Kansas Election Standards which also describes the voting equipment certification process. Please also see Attachment C for a listing of Acronyms and Definitions used in this document.

Kansas counties make independent decisions regarding the type of equipment they use to conduct elections. The SOS certifies voting equipment that meets Kansas and federal standards and County Election Officials select from these qualified devices. Consequently, this contract will establish a list of qualified systems for counties to select from.

The RFP provides interested vendors with the information required to submit proposals meeting minimum requirements, vendors are encouraged to provide additional information that elaborates on their product and services functions and features.

May 16	Release RFP
May 23	Questions due
May 31	Question and Answer addendum to be posted
June 16	Proposals due
July 30	Proposal review completed
August 16	Oral presentations/Mock election demonstrations begin week of
September 1	Vendor(s) selected for security evaluations
September 30	Security evaluations complete and final vendor(s) selection
October 31	Contract negotiations complete
November 14	Scheduled deliveries begin

With the cooperation of the individual counties, the SOS may make award to one or more vendors to fulfill an initial requirement to outfit each of the states approximately 2000 polling places with HAVA compliant voting devices. Additional devices may also be purchased to provide for regionally located spare equipment. These additional devices will be purchased in proportion to the total of devices selected by the counties. For example if Company A and Company B each provided 1000 units than each company would provide half of the spares required.

It is entirely possible that the minimum purchase of 2000 HAVA compliant devices will be secured from a single vendor. However, please note that counties may elect to purchase additional equipment to fill their needs. Such purchases might be made consistent with their existing installed base or could be made to replace an installed base with new or updated technology. While the focus of this procurement is to provide a base of HAVA compliant devices, counties may elect to purchase additional equipment that is not specifically HAVA compliant but serves the purposes of the general voting population. Therefore, vendors are encouraged to provide information and pricing (in the cost proposal) regarding any voting or tabulation equipment that is available for purchase that would otherwise meet the requirements of the State of Kansas and that have been ITA certified.

Because of the existing diversity in the installed base, preference will be given to those companies that provide equipment that meets the requirements found in this RFP and works well in a heterogeneous environment. Systems that comply with (or plan to) standards such as the voting XML standard under development by the IEEE and the OASIS EML standards will be examined with preference.

Currently, only three voting formats are used in Kansas: DRE, optical scan and hand-counted paper ballots. Alternatives to these formats will be considered but must meet all the requirements of this RFP.

5.2 Minimum Requirements

Vendors must indicate their compliance with each of the following requirements.

5.2.1 Compliance With Standards

1. DRE or alternative systems proposed as part of this RFP shall meet and be certified as having met all applicable federal standards including but not limited to HAVA, and the 2002 Federal Voting System Standards by the date of purchase. This includes all hardware and software components of the proposed system.
2. Optical scan voting system or other paper based system proposed as part of this RFP shall meet and be certified as having met all applicable federal standards including but not limited to HAVA, and the 2002 Federal Voting System Standards by the date of purchase This includes all hardware and software components of the proposed system.
3. All systems offered have been or will be certified by Kansas prior to purchase date.
4. All systems offered will substantially comply with or provide a plan to comply with XML standards as promulgated by the IEEE or the OASIS EML standard.
5. HAVA compliant systems offered must comply with appropriate accessibility requirements set forth by the American with Disabilities Act (ADA).
6. Any system offered must show either substantial compliance or certification with appropriate ISO standards. ISO 17799 Certification.
7. All systems offered will be certified by Underwriters Laboratories standards for electrical devices and equipment.

All requirements listed will be supported;

Yes ___ No ___ Yes, with exceptions noted below ___

Items below require modification of the application or special development for no additional charge;

Item Number X Solution alternative or description of modification to be made

Items below require modification of the application or special development for additional charge;

Item Number Y Solution alternative or description of modification to be made

5.2.2 Testing, Error and Tamper Detection

8. The voting solution shall provide logic and accuracy tests in the memory of the main processor and all

other processors used in the system along with any programmable memory device used on Election Day, including zero printouts before and after each election and a precinct tally printout at the close of each election. The zero tape shall include the machine identifying number (serial number) and the version of firmware or software in that machine along with boot/shutdown logs. DRE machines must provide a logic and accuracy test on each unit.

9. All DRE or similar systems shall be tested or will be submitted for Qualification testing by the laboratories selected by and monitored by the National Association of State Election Directors (NASSED) Voting System Board. At the discretion of the KSSOS, equipment will be subjected to additional Certification testing for security, accuracy, reliability, availability, and maintainability and additional acceptance tests as determined necessary by county officials.
10. The voting solution shall control logic and data processing methods to detect and report errors and provide correction method.
11. The voting solution shall permit diagnostic testing on demand of all the major components within each unit in preparation for an election and in election mode.
11. The voting solution shall provide for safeguards and security against and evidence of tampering, theft or damage of all units.
12. Provide for security procedures system-wide from turn on to turn off.
13. Prevent operation of functions in an improper sequence.
14. An ability to store logic and accuracy results in a central unit and /or election day device.
15. The programmable memory device can be sealed with a means to determine if it could have been tampered with.
16. Prevent modification of the voter's vote after the ballot is cast.
17. Prohibit voted ballots from being accessed by anyone until after the close of polls.
18. The voting solution shall include an audit log that contains sufficient information to allow the auditing of all operations related to central site ballot tabulation, results consolidation and report generation. The system audit log shall be created and maintained by the system in the sequence in which operations were performed. The system audit log shall be able to be located, read and printed only by an authorized system administrator. Audit logs must include, but are not limited to, the following:
 - An identification of the program and version being run;
 - An identification of the election file being used;
 - A record of all options entered by the operator;
 - A record of all actions performed by the system or subsystems; and
 - A record of all tabulation and consolidation input.
19. The voting solution should provide a means to retain a "ballot image" that can be used to troubleshoot the system in case of errors.

All requirements listed will be supported;

Yes ___ No ___ Yes, with exceptions noted below ___

Items below require modification of the application or special development for no additional charge;

Item Number *X* *Solution alternative or description of modification to be made*

Items below require modification of the application or special development for additional charge;

Item Number *Y* *Solution alternative or description of modification to be made*

5.2.3 Vote Recording and Preservation

20. The voting solution shall accurately record, report and provide a detailed record of each vote cast.
21. The voting solution shall alert the voter to under votes and prohibit over votes or have the ability to alert the voter to over votes and under votes before the final votes are cast and provide the ability to correct the over vote or under vote before making the ballot final.
22. The voting solution shall provide for the storage, tabulation and accurate counting of write in votes.
23. The voting solution shall accommodate districts where multiple votes are cast for more than one candidate in a race.
24. The voting solution shall provide an ability to perform recounts.
25. In the event of a failure in DRE unit, the unit shall retain a durable record of all votes cast prior to the failure along with time of failure, final and penultimate instructions, and software keys and versions. A durable record is one that is available without regard to the nature of the system failure short of the physical destruction of the device.
26. The voting solution shall address provisional ballots, including the casting of the provisional ballot and the recording and tabulating of such ballots. The voting solution shall be able to separate provisional ballots from non-provisional ballots. Results from provisional ballots shall be easily integrated with Election Day results and advance voting results, once those provisional ballots have been determined to be eligible for counting, for the purpose of producing total election results.
27. The DRE or similar unit must provide for printed summary reports of votes cast on each unit by extracting information from a memory device or data storage device.
28. The voting solution shall provide for the recording and tabulation of votes cast in split precincts where all voters residing in one precinct are not voting the same ballot style.
29. The voting solution shall provide for the recording and tabulation of votes cast in combined precincts where more than one precinct is voting at the same location on either the same ballot style or a different ballot style.
30. The voting solution shall provide an advance voting capability that shall be integrated with the entire voting solution. The devices that produce or process the advance ballots shall be programmed from the same database and election definition that is used to program the precinct voting units. The reporting and tallying system for the remote advance ballot system shall be capable of tallying the advance votes as a separate precinct and allocating advance votes back to the voter's precinct. The advance vote results shall be easily integrated with Election Day and early voting results (if applicable) in a timely manner for the purpose of producing total election results.
31. The voting solution shall provide for voting units that have the same capability as Election Day units as well as the following functionality:
 - The capability of storing and presenting to the voter any ballot style in use in any given jurisdiction;
 - The ability to maintain multiple ballot combinations on a single voting unit;
 - The advance voting results shall be easily integrated with Election Day and advance voting results (if applicable) in a timely manner for the purpose of producing total election results.
32. If the use of tokens or smartcards is necessary to casting a ballot such devices must use cryptographic techniques to validate them to the voting device. As each voter card is reprogrammed for use it should be done with a device that can validate the digital certificate of the card before accepting it for re-use.
33. The voting solution shall provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods. The voting solution shall protect the secrecy of the vote such that the vote may not be observed during the voter's selection of preferences, during the casting of ballot, and as the ballot is transmitted for recording on a storage device.

All requirements listed will be supported;

Yes ___ No ___ Yes, with exceptions noted below ___

Items below require modification of the application or special development for no additional charge;

Item Number X Solution alternative or description of modification to be made

Items below require modification of the application or special development for additional charge;

Item Number Y Solution alternative or description of modification to be made

5.2.4 Ease of Use

34. The voting solution shall permit voters to cast ballots quickly and easily without the loss of security and accuracy.
35. The voting solution shall provide a method of producing official sample ballot information for storage on a website and for reproduction and distribution
36. The voting solution shall produce or display ballots that are easy to read, intuitive and follow a logical progression;
37. The voting solution should be capable of supporting both Latin and character-based languages for visual and auditory output.
38. The system shall prevent or adequately notify voters of under and over votes.
39. The system must include minimal, easy to follow instructions for the voter.
40. The voting solution shall accommodate voters with disabilities in accordance with the Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), such requirements to include the following:
 - audible features for voters with visual impairment; the audio features shall be capable of working at the same time as the visual display;
 - access to the system by use of stylus, head stick, mouth stick or any other device, and durability of the system to withstand use of these accommodations;
 - portability of system for curbside voting;
 - adjustability of screen, font, color, language and other parts of the system for ease of use by voters with disabilities.
41. If the voting solution includes a voter verifiable paper ballot, include an independent means for voters with disabilities to verify their ballot.
42. The voting solution shall provide units that are easy for poll workers and election officials to use, store, transport and operate. This includes:
 - . Devices should be easily transportable, without damage to internal components.
 - . Devices should provide poll workers with a method to immediately detect if a voting unit is not operating properly
 - . Devices should be "tamper-proof" while in a storage configuration either in storage or the polling location.

All requirements listed will be supported;

Yes ___ No ___ Yes, with exceptions noted below ___

Items below require modification of the application or special development for no additional charge;

Item Number X Solution alternative or description of modification to be made

Items below require modification of the application or special development for additional charge;

Item Number Y Solution alternative or description of modification to be made

5.2.5 *Training and Documentation*

43. The vendor shall provide an extensive training program on all phases and processes needed to operate all aspects of the voting solution. This training shall be sufficient to the point that State and local election personnel shall be able to operate the system without continuous support from a vendor. Training shall cover all aspects of using the voting solution.
44. A complete training schedule for state and local election officials shall be provided to the SOS within 30 days of signing a contract.
45. Training materials shall include manuals, videos and other written materials and shall be customized for election officials and poll workers for the 2006 election cycle in Kansas.
46. The vendor shall provide the following documentation as part of the proposal:
 - System operator's manual.
 - Environmental requirements for storage, transportation, and operation, including temperature range, humidity range and electrical supply requirements.
 - User manuals detailing system functionality.
47. The vendor shall provide a letter for each Independent Testing Authority (ITA), that:
 - Directs the ITA to send a copy of the completed ITA qualification report to the State;
 - Authorizes the ITA to discuss their procedures and findings with the State;
 - Authorizes the ITA to allow the State to review all records of any qualification testing conducted on the voting system or its components.
48. Provide software and firmware documentation, information, and materials, including the following:
 - A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system.
 - Diskettes, tapes, or compact disks containing copies of all source code files required to develop the system object code and firmware; with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a MS-DOS or Microsoft Windows operating system.
 - System flow chart describing information flow; entry and exit points; and the relationship of programs, device drivers, data files, and other program components.
 - Identification of version, release, and modification levels of all software and firmware components.
 - Identification of the steps and procedures required to generate all program modules providing system functions for which certification or provisional certification is requested.
 - Identification of all compilers, assemblers, development libraries, device drivers, operating systems, and monitors required to generate and operate the executable programs.
 - Identification of all program elements which are static and not subject to change in either content or use when distributed for sale, during testing, or during operation.
 - Identification of all program elements which are not static and therefore are subject to change in content or use when distributed for sale, during testing, or during operation.
49. Provide a statement regarding the upgrade cycle including but not limited to;
 - Anticipated frequency of updates
 - Support for update installation
 - How updates are distributed
 - How long support for older versions of software is maintained once new updates are deployed
 - That the vendor will provide to KSOS a monthly report of devices delivered to each county under this contract along with a report of devices that have received any software or hardware upgrades.

All requirements listed will be supported;
Yes ___ No ___ Yes, with exceptions noted below ___

Items below require modification of the application or special development for no additional charge;

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5.2.6 Vote Tabulation and Reporting

50. The voting solution shall provide for the following records regarding the opening and closing of the polls on any devices used for tabulating or recording votes:
 - Identification of election, including opening and closing dates and times;
 - Identification of each unit;
 - Identification of ballot format;
 - Identification of candidate and/or issue, verifying a zero start;
 - Identification of all ballot fields and all special voting options; and
 - Summary report of votes cast on each device or ability to extract such.
51. The print or extraction functions shall ensure that:
 - Printing of summary reports is prevented before the sequence of events required for the closing of polls is completed;
 - Data can be extracted from a memory device to a central unit;
 - Poll opening reports shall have all system audit information required;
 - No loss of data occurs during the generation of reports; and
 - The integrity and security of data can be maintained according to the time frame for federal, state and local elections.
 - The system must allow for export of data using XML to the Kansas centralized voter registration system referred to as ELVIS (Election Voter Information System)
52. The voting solution shall be capable of producing the reports including vote totals and precinct information in various formats.
53. The voting solution shall have the ability to report election night results as the election progresses to a website.
54. The voting solution shall allow for access by an authorized system administrator to election results after the closing of the polls and prior to the publication of the official canvass of the vote.
55. The voting solution may be designed so that results may be transferred to an alternate database or device as the election progresses. Access to the alternate file shall in no way affect the control, processing and integrity of the primary file or allow the primary file to be affected in any way.
56. The voting solution shall provide print out results containing candidates and/or issues in alphanumeric format next to the vote totals as the election progresses. If the unit is a DRE or similar device, each unit shall have the ability to print out these results from each unit as the election progresses.

5.2.7 Software/Firmware Upgrade & Patching

57. During the term of the contract, the vendor shall provide all certified software upgrades, as well as certified hardware and software patches to repair defects in the system, at no charge.
58. Vendor shall provide access to all escrowed source code upon request of the KSSOS at any time such code must be needed for review, testing or validation against installed versions.
59. During the contract period, the vendor may make systems modifications that are necessary to comply with the updates or changes to the Voting Systems Standards required by HAVA or other applicable federal law.
60. Identify and submit modifications made for ITA or State re-qualification testing.
61. Apply all certified modifications to all systems in the state to maintain uniformity of the installed base of the vendor's equipment.

62. Notify the State of any system modifications made on behalf of jurisdictions outside the State of Kansas and submit for recertification as required by KSSOS and tested by a ITA.

All requirements listed will be supported;
Yes ___ No ___ Yes, with exceptions noted below ___

Items below require modification of the application or special development for no additional charge;

Item Number X Solution alternative or description of modification to be made

Items below require modification of the application or special development for additional charge;

Item Number Y Solution alternative or description of modification to be made

5.3 Vendor Product Information

Vendors are encouraged to provide information about their distinguishing product features and functions in the following sections.

Vendors must provide a discussion of their code development process and tools used to test for security and consistency of operating system procedures and system architecture wherever applicable. Also provide information about your product and production facilities standing with regard to applicable ISO standards.

Also discuss the change control process documentation and how you track adherence to development practices and architecture rules.

Voting Equipment

Please provide a thorough discussion of your products features and functions. Include a discussion of what happens during a power outage.

Voting Tabulation

Please provide a thorough discussion of your products features and functions. Include a discussion of what happens during a power outage.

5.4 Professional Services

Please see Section 4 for expectations of this section.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Attachment A
Population, Precincts & Registered Voter Count

County	Population	Reg Voters	Precincts	Polling Places
Allen	10,755	9,975	26	12
Anderson	5,987	5,654	27	7
Atchison	12,301	10,527	32	18
Barber	3,981	3,799	24	4
Barton	20,875	16,743	49	26
Bourbon	11,418	10,147	28	17
Brown	7,896	6,468	27	10
Butler	42,445	38,679	75	45
Chase	2,299	1,813	11	1
Chautauqua	3,340	3,004	14	9
Cherokee	16,614	16,598	55	39
Cheyenne	2,413	2,185	8	4
Clark	1,755	1,675	7	4
Clay	6,622	6,286	24	10
Cloud	7,972	6,847	29	12
Coffey	6,487	6,534	20	6
Comanche	1,532	1,348	4	4
Cowley	26,847	23,149	66	52
Crawford	29,467	25,208	62	50
Decatur	2,651	2,466	28	7
Dickinson	14,368	13,046	34	17
Doniphan	6,161	6,123	13	8
Douglas	79,561	65,181	86	67
Edwards	2,600	2,229	13	4
Elk	2,528	2,162	10	7
Ellis	21,343	17,895	37	31
Ellsworth	5,129	4,343	25	9
Finney	26,642	17,940	32	15
Ford	22,364	15,597	30	5
Franklin	17,964	18,286	29	22
Geary	19,666	13,825	62	25
Gove	2,265	1,943	9	6
Graham	2,282	2,229	17	4
Grant	5,318	4,500	5	1
Gray	4,041	2,868	7	2
Greeley	1,101	963	3	1
Greenwood	5,853	5,532	20	7
Hamilton	1,913	1,469	12	1
Harper	4,924	4,431	12	3
Harvey	24,314	20,091	38	32
Haskell	2,889	2,453	8	2
Hodgeman	1,481	1,582	11	2
Jackson	9,081	8,691	20	10
Jefferson	13,380	12,962	13	13
Jewell	2,959	2,748	25	7
Johnson	328,918	348,552	415	286
Kearny	2,977	2,127	9	3
Kingman	6,295	6,055	30	16
Kiowa	2,491	2,344	5	5
Labette	16,959	16,218	41	36
Lane	1,607	1,404	11	2
Leavenworth	50,357	40,616	55	36
Lincoln	2,738	2,476	24	6
Linn	7,173	7,005	13	14

County	Population	Reg Voters	Precincts	Polling Places
Logan	2,272	1,819	12	5
Lyon	26,685	21,619	39	27
McPherson	22,051	9,207	40	18
Marion	10,054	7,363	35	16
Marshall	8,227	16,933	34	6
Meade	3,264	3,114	9	3
Miami	20,431	19,616	49	19
Mitchell	5,235	4,670	33	7
Montgomery	27,173	22,139	55	47
Morris	4,563	3,855	17	10
Morton	2,470	2,135	10	4
Nemaha	7,660	7,682	35	12
Neosho	12,636	11,657	30	16
Ness	2,663	2,529	11	11
Norton	4,641	3,774	12	11
Osage	12,193	11,032	25	12
Osborne	3,392	2,978	27	10
Ottawa	4,579	4,176	24	7
Pawnee	5,485	4,215	26	4
Phillips	4,530	4,098	29	11
Pottawatomie	12,843	13,943	28	9
Pratt	7,283	6,458	18	12
Rawlins	2,253	2,218	18	5
Reno	48,938	42,067	79	36
Republic	4,533	3,748	26	9
Rice	8,106	6,449	28	8
Riley	51,003	32,661	68	26
Rooks	4,252	4,028	14	7
Rush	2,765	2,809	13	9
Russell	5,719	4,570	18	12
Saline	39,551	36,478	73	46
Scott	3,730	3,290	12	1
Sedgwick	325,334	225,614	490	209
Seward	15,302	10,796	24	2
Shawnee	126,898	108,670	212	187
Sheridan	2,072	1,890	15	6
Sherman	5,100	4,163	20	1
Smith	3,551	3,263	27	5
Stafford	3,529	3,226	24	5
Stanton	1,664	1,270	3	3
Stevens	3,759	2,893	11	2
Sumner	18,543	17,520	43	14
Thomas	6,030	5,727	21	10
Trego	2,527	2,456	11	1
Wabaunsee	5,044	4,596	14	12
Wallace	1,240	1,075	5	1
Washington	4,948	4,343	28	10
Wichita	1,805	1,338	3	1
Wilson	7,707	5,377	25	11
Woodson	2,967	2,620	10	4
Wyandotte	112,926	89,207	159	69
Totals	1,975,425	1,694,365	3,882	2,031

**Attachment B
 Kansas Election Standards & Equipment Listing**

Voting Systems in Kansas Counties

Allen	Opti scan ^{2p}			Norton	Paper
Anderson	Opti scan ^{1p}	20 Paper Ballots 82 Optical Scan Ballots 3 Electronic Voting		Osage	Opti scan ^{2p}
Atchison	Opti scan ^{2c}			Osborne	Opti scan ^{2c}
Barber	Opti scan ^{1p}			Ottawa	Opti scan ^{1p}
Barton	Opti scan ^{2c}			Pawnee	Opti scan ^{2c}
Bourbon	Opti scan ^{2c}			Phillips	Opti scan ^{2c}
Brown	Opti scan ^{1p}			Pottawatomie	Opti scan ^{2c}
				Hamilton	Opti scan ^{1c}
Butler	Electronic ³	Harper	Opti scan ^{1p}	Pratt	Opti scan ^{1c}
Chase	Opti scan ^{1p}	Harvey	Opti scan ^{2c}	Rawlins	Paper
Chautauqua	Paper	Haskell	Opti scan ^{2p}	Reno	Opti scan ^{1p}
Cherokee	Opti scan ^{2c}	Hodgeman	Opti scan ^{1p}	Republic	Paper
Cheyenne	Paper	Jackson	Opti scan ^{1c}	Rice	Opti scan ^{2c}
Clark	Opti scan ^{1p}	Jefferson	Opti scan ^{1p}	Riley	Opti scan ^{2c}
Clay	Opti scan ^{2c}	Jewell	Paper	Rooks	Opti scan ^{1p}
Cloud	Opti scan ^{2c}	Johnson	Electronic ⁴	Rush	Paper
Coffey	Opti scan ^{2c}	Kearny	Opti scan ^{1c}	Russell	Opti scan ^{2c}
Comanche	Paper	Kingman	Opti scan ^{1p}	Saline	Opti scan ^{2c}
Cowley	Opti scan ^{2c}	Kiowa	Paper	Scott	Opti scan ^{2c}
Crawford	Opti scan ^{2c}	Labette	Opti scan ^{2c}	Sedgwick	Electronic ³
Decatur	Paper	Lane	Paper	Seward	Opti scan ^{1p}
Dickinson	Opti scan ^{2c}	Leavenworth	Opti scan ^{2c}	Shawnee	Opti scan ^{1p}
Doniphan	Opti scan ^{1p}	Lincoln	Opti scan ^{1c}	Sheridan	Opti scan ^{2c}
Douglas	Opti scan ^{2c}	Linn	Opti scan ^{2c}	Sherman	Opti scan ^{2c}
Edwards	Opti scan ^{2c}	Logan	Opti scan ^{2c}	Smith	Opti scan ^{2c}
Elk	Paper	Lyon	Opti scan ^{1p}	Stafford	Opti scan ^{2c}
Ellis	Opti scan ^{2c}	Marion	Opti scan ^{2p}	Stanton	Opti scan ^{1c}
Ellsworth	Opti scan ^{2c}	Marshall	Opti scan ^{2c}	Stevens	Opti scan ^{2p}
Finney	Opti scan ^{2c}	McPherson	Opti scan ^{2c}	Sumner	Opti scan ^{2c}
Ford	Opti scan ^{2c}	Meade	Opti scan ^{1p}	Thomas	Opti scan ^{2p}
Franklin	Opti scan ^{2c}	Miami	Opti scan ^{2c}	Trego	Opti scan ^{2c}
Geary	Opti scan ^{2c}	Mitchell	Paper	Wabaunsee	Opti scan ^{1c}
Gove	Paper	Montgomery	Opti scan ^{2p}	Wallace	Opti scan ^{1p}
Graham	Paper	Morris	Paper	Washington	Paper
Grant	Opti scan ^{1p}	Morton	Opti scan ^{2p}	Wichita	Paper
Gray	Opti scan ^{1c}	Neosho	Opti scan ^{1p}	Wilson	Opti scan ^{2c}
Greeley	Opti scan ^{1p}	Nemaha	Opti scan ^{2c}	Woodson	Paper
Greenwood	Opti scan ^{2p}	Ness	Paper	Wyandotte	Opti scan ^{1p}

Diebold AccuVote (28) 2 ES&S (53) 3 MicroVote 4 Diebold AccuTouch (1)
 P-Precinct Scan (30) C-Central Scan (52)

Attachment C Glossary for Voting Systems

This glossary contains terms from the VSS-2002 as well as the inclusion of additional terms needed to understand voting and related areas such as security, human factors, and testing. Each term includes a definition and its source as well as an association, where

- Source is the source from which the definition originates. A list of these sources is found in Appendix A.
- Association is the domain for which the term applies, e.g., voting, testing, security. There may be multiple domains identified for a term. There is no relevance given to the order in which the domains are listed. A list of these associations is found in Appendix B.

Additionally within the definition of some terms, a word or words may be in italics. This is an indication that the word/words are also defined in this glossary. At this time, a term may contain multiple definitions. The intent is to eventually select one definition per term, unless multiple definitions are necessary to convey the appropriate meanings of the term.

Some of the terms in the 2002 VSS have been deprecated due to changes in voting systems, voting process and/or mandates in HAVA. A list of these deprecated terms is in Appendix C: List of Deprecated Terms.

A

Abandoned Ballot: Ballot that the voter did not cast into the ballot box or record vote on DRE before leaving the polling place. See also fled voter.

Association: voting

Source: no attribution

Absentee Ballot: Ballot prepared or cast by a voter other than at a regular polling place.

Association: voting

Source: VSS, IEEE 1583

Acceptance Testing: Examination of a voting system and its components by the purchasing election authority (usually in a simulated-use environment) to validate performance of delivered units in accordance with procurement requirements, and to validate that the delivered system is, in fact, the certified or qualified system purchased.

Association: testing, voting

Source: VSS

Access Board: Independent federal agency devoted to accessibility for people with disabilities.

Association: human factors, HF: accessibility

Source: no attribution

Accessibility: Measurable characteristic that indicates the degree to which a system is available to, and usable by, individuals with disabilities. The most common disabilities include those associated with vision, hearing and mobility, as well as cognitive disabilities. The HAVA also includes accessibility requirements for Native American and Alaska Native citizens and alternative language access for voters with limited English proficiency.

Association: human factors, HF: accessibility

Source: NIST HF Rpt, HAVA

Accreditation: (1) Formal recognition that a laboratory is competent to carry out specific tests or calibrations or types of tests or calibrations. (2) Procedure by which an authoritative body gives formal recognition that a body or person is competent to carry out specific tasks.

Association: testing, standardization

Source: (1) NIST HB 150, (2) ISO Guide 2-6

Accreditation Body: (1) Authoritative body that performs accreditation. (2) An independent organization responsible for assessing the performance of other organizations against a recognized standard, and for formally confirming the status of those that meet the standard.

Association: testing, conformity assessment

Source: (1) ISO 17000, (2) IEEE 1583

Accuracy: (1) Extent to which a given measurement agrees with an accepted standard for that measurement. (2) Closeness of the agreement between the result of a measurement and a true value of the particular quantity subject to measurement. NOTE 1: Accuracy is a qualitative concept. NOTE 2: The term precision should not be used for accuracy.

Association: testing

Source: (1) IEEE 1583, (2) VIM

Accuracy for Voting Systems: Ability of the system to capture, record, store, consolidate and report the specific selections and absence of selections, made by the voter for each ballot position without error. Required accuracy is defined in terms of an error rate that for testing purposes represents the maximum number of errors allowed while processing a specified volume of data.

Association: voting, testing

Source: VSS

Adequate Security: Security commensurate with the risk and the magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information. See also risk assessment.

Association: computer security

Source: OMB A130

Alternate Formats: In the context of voting systems, the ballot or accompanying information is said to be in an alternate format if it is in a representation other than the written English normally displayed to non-disabled English-literate voters. The usual purpose of these formats is to provide accessibility to voters with disabilities or those with limited English proficiency. Examples include, but are not limited to, Braille, ASCII text, large print, recorded audio, and electronic formats that provide enhanced contrast or other assistive adaptations.

Association: HF: accessibility

Source: IEEE 1583, Section 508

Approval: Permission for a product or process to be marketed or used for stated purposes or under stated conditions. NOTE: Approval can be based on fulfillment of specified requirements or completion of specified procedures.

Association: testing, conformity assessment

Source: ISO 17000

Attestation: Issue of a statement, based on a decision following review, that fulfillment of specified requirements has been demonstrated. NOTE: The resulting statement is also known as a statement of conformity.

Association: testing, conformity assessment

Source: ISO 17000

Audio Ballot: Voter interface which provides the voter with audio stimuli and allows the voter to communicate intent to the voting system through vocalization or physical actions. See also ballot.

Association: voting, human factors, HF: accessibility

Source: FL Statutes

Audit: Systematic, independent, documented process for obtaining records, statements of fact or other relevant information and assessing them objectively to determine the extent to which specified requirements are fulfilled. NOTE: While audit applies to management systems, assessment applies to conformity assessment bodies as well as more generally.

Association: testing, conformity assessment, security

Source: ISO 17000

Audit Trail: Recorded information that allows election officials to view the steps that occurred on the equipment included in an election to verify or reconstruct the steps followed without compromising the ballot or voter secrecy.

Association: voting, security

Source: no attribution

Audit Trail for DRE: Paper printout of votes cast, produced by direct response electronic (DRE) voting machines, which election officials may use to crosscheck electronically tabulated totals.

Association: voting, security

Source: NASS

Availability: Ensuring timely and reliable access to and use of information.

Association: security

Source: 44 U.S.C.

B

Ballot: (1) Physical form (e.g., paper, card, tape) presenting a sequence of contests, ballot measures or both. Traditionally paper, but may take other forms such as an electronic image, audio format, or a video format. (2) Official election presentation of offices and candidates, including write-in candidates and of questions and issues, and the means by which votes are recorded. See also audio ballot, ballot image, video ballot, electronic voter interface.

Association: Voting

Source: (1) NIST HF Rpt, (2) OH Statutes

Ballot Configuration: Combination of contests, ballot measures, or both that is unique to a particular political subdivision, precinct or portion of precinct in a particular election.

Association: voting

Source: VSS

Ballot Counter: Counter in a voting device that counts the ballots cast in a single election or election test.

Association: voting

Source: VSS

Ballot Counting Logic: Software logic that defines the combinations of voter choices that are valid and invalid on a given ballot and that determines how the vote choices are totaled in a given election. States differ from each other in the way they define valid and invalid votes and in their vote-counting procedures.

Association: voting

Source: VSS

Ballot Form: Abstract definition of what appears on the ballot in a particular political subdivision, precinct or portion of a precinct in a particular election and the formatting thereof.

Association: voting

Source: no attribution

Ballot Format: One of any number of specific ballot configurations issued to the appropriate precinct. At a minimum, ballot formats differ from one another in content. They may also differ in size of type, graphical presentation, language used, or method of presentation (e.g., visual or audio). Also referred to as ballot style.

Association: voting

Source: VSS

Ballot Image: (1) Electronically produced record of all votes cast by a single voter. (2) Record of all votes produced by a single voter. See also Cast Vote Record

Association: voting

Source: (1) VSS (2) no attribution

Ballot Instructions: Instructional text that appears at the top of the ballot.

Association: voting

Source: no attribution

Ballot Measure: Legislation pertaining to the adoption of laws and/or amendments to state constitutions that appears on the ballot for approval or rejection.

Association: voting

Source: no attribution

Ballot Preparation: Process of using election databases or other means to select the specific contests and questions to be contained in a ballot format and related instructions; preparing and testing election-specific software containing these selections; producing all possible ballot formats; and validating the correctness of ballot materials and software containing these selections for an upcoming election.

Association: voting

Source: VSS

Ballot Position: Abstract choice that is represented by a single line item where a vote may be recorded in a ballot or ballot image.

Association: voting

Source: VSS

Ballot Production: Process of converting the ballot format to a media ready for use in the physical ballot production or electronic presentation.

Association: voting

Source: VSS

Ballot Rotation: Process of varying the order of the candidate names within a given contest to reduce the impact of voter bias towards the candidate(s) listed first.

Association: voting

Source: VSS

Ballot Set: See ballot image.

Association: voting

Source: VSS

Ballot Scanner: Device used to read the data from a marksense ballot.

Association: voting

Source: VSS

Ballot Style: See ballot format.

Association: voting

Source: VSS

Baseline: Product configuration that has been formally submitted for review against the Standards, which thereafter serves as the basis for further development; and can be changed and offered to jurisdictions only through formal change control and prequalification procedures (and/or recertification procedures where applicable).

Association: voting, testing

Source: VSS

C

Calibration: Set of operations that establish, under specified conditions, the relationship between values indicated by a measuring instrument or measuring system, or values represented by a material measure, and the corresponding known values of a quantity intended to be measured.

Association: testing

Source: NIST HB 150

Candidate: Person contending in a race for office. A candidate may be explicitly presented as one of the choices on the ballot or may be a write-in candidate.

Association: voting

Source: NIST HF Rpt

Candidate Register: Record that reflects the total votes cast for the candidate. This record is augmented as each ballot is cast on a DRE or as digital signals from the conversion of voted paper ballots are logically interpreted and recorded.

Association: voting

Source: VSS, IEEE 1583

Canvass: (1) Compilation of election returns and validation of the outcome that form the basis of the official results by political subdivision. (2) Compilation of election returns for validation and approval by the political subdivision of the outcome, which form the basis for the official results.

Association: voting

Source: (1) VSS, IEEE 1583 (2) no attribution

Cast Ballot: Ballot in which voter has taken final action in the selection of candidates and measures and submits the ballot to the appropriate jurisdiction.

Association: voting

Source: no attribution

Cast Vote Record (CVR): Permanent record of all votes produced by a single voter whether in electronic or paper copy form. Used for counting votes. Also referred to as ballot set or ballot image when used to refer to electronic ballots.

Association: voting

Source: (1) IEEE 1583

Catastrophic System Failure: Total loss of function or functions, such as the loss or unrecoverable corruption of voting data or the failure of an on-board battery of volatile memory.

Association: voting

Source: VSS

Central Counting: Counting of ballots in one or more locations selected by the election authority for the processing or counting, or both, of ballots.

Association: voting

Source: IL Statutes

Certification: (1) Procedure by which a third party gives written assurance that a product, process or service conforms to specified requirements. (2) Third-party attestation related to products, processes, systems or persons. See also State Certification and EAC Certification.

Association: testing, conformity assessment

Source: (1) ISO Guide 2-6, (2) ISO 17000

Certification Testing: Deprecated, replaced by State Certification. Note: This term is being clarified with respect testing to State or Federal Standards. See also EAC Certification.

Association: testing, conformity assessment, voting

Source: VSS

Challenged Ballot: Ballot provided to individuals whose eligibility to vote has been questioned. Once voted, such ballots are not included in the tabulation until after the voter's eligibility is confirmed. See also provisional ballot.

Association: voting

Source: VSS

Checksum: Computed value representing the sum of the contents of an instance of digital data; used to check whether errors have occurred in transmission or storage.

Association: security

Source: no attribution

Claim of Conformance: Statement by a vendor proclaiming that a specific product conforms to a particular standard or set of standard profiles, a claim which is verified or refuted by a testing authority.

Association: testing, conformity assessment

Source: no attribution

Client: Any person or organization that engages the services of a testing or calibration laboratory.

Association: testing

Source: NIST HB 150

Closed Primary: Primary election in which voters receive a ballot listing only those candidates running for office in the political party with which the voters are affiliated, along with nonpartisan offices and ballot issues presented at the same election.

Association: voting

Source: VSS

Commercial Off-the-Shelf (COTS): Commercial, readily available hardware devices (which may be electrical, electronic, mechanical, etc.; such as card readers, printers, or personal computers) or software products (such as operating systems, programming language compilers, database management systems, subsystems, components; software, etc.).

Association: IT

Source: VSS, IEEE 1583

Compliance point: Identified, testable requirement.

Association: testing, conformity assessment

Source: no attribution

Component: (1) Element within a larger system; a component can be hardware or software. For hardware, a physical part of a subsystem that can be used to compose larger systems (e.g., circuit boards, internal modems, processors, computer memory). For software, a module of executable code that performs a well-defined function and interacts with other components. (2) Individual elements or items that collectively comprise a device, e.g., circuit boards, internal modems, processors, disk drives, and computer memory.

Association: IT

Source: (1) no attribution, (2) VSS

Confidentiality: (1) Prevention of unauthorized disclosure of information. (2) Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

Association: security.

Source: (1) IEEE 1583, (2) 44 U.S.C.

Configuration Identification: Element of configuration management, consisting of selecting the configuration items for a system and recording their functional and physical characteristics in technical documentation.

Association: testing, software engineering

Source: IEEE 1583

Configuration Item: Aggregation of hardware, software, or both that is designated for configuration management and treated as a single entity in the configuration management process.

Association: testing, software engineering

Source: IEEE 1583

Configuration Management: Discipline applying technical and administrative direction and surveillance to identify and document functional and physical characteristics of a configuration item, control changes to these characteristics, record and report change processing and implementation status, and verify compliance with specified requirements.

Association: testing, software engineering

Source: IEEE 1583

Configuration Management Plan: Document detailing the process for identifying, controlling and managing various released items (code, hardware, documentation etc.)

Association: testing, software engineering

Source: IEEE 1583

Conformance: see conformity

Association: testing, standardization

Source: no attribution

Conformance Testing: Process of testing an implementation against the requirements specified in one or more standards. The outcomes of a conformance test are generally a pass or fail result, possibly including reports of problems encountered during the execution. Also known as conformity assessment.

Association: testing, standardization

Source: NIST HB 150

Conformity: Fulfillment by a product, process or service of specified requirements.

Association: testing, standardization

Source: ISO Guide 2-6

Conformity Assessment: Demonstration that specified requirements relating to a product, process, system, person or body are fulfilled. See also testing, inspection, certification, accreditation, conformity assessment bodies.

Association: testing, standardization

Source: ISO 17000

Conformity Assessment Body: Body that performs conformity assessment services. NOTE: An accreditation body is not a conformity assessment body.

Association: testing, standardization

Source: ISO 17000

Consensus: General agreement, characterized by the absence of sustained opposition to substantial issues by any important part of the concerned interests and by a process that involves seeking to take into account the views of all parties concerned and to reconcile any conflicting arguments.

Association: standardization

Source: ISO Guide 2-4

Contest: Decision to be made within an election, which may be a race for office or a referendum, propositions and/or questions. A single ballot may contain one or more contests.

Association: voting

Source: no attribution

Count: Process of totaling votes.

Association: voting

Source: VSS, IEEE 1583

Counted Ballot: Ballot that has been processed and whose votes are included in the candidate and measures vote totals.

Association: voting

Source: no attribution

Corrective Action: Action taken to eliminate the causes of an existing deficiency or other undesirable situation in order to prevent recurrence.

Association: testing

Source: NIST HB 143

Cross Filing: see Cross-party Endorsement.

Association: voting

Source: VSS

Cross-party Endorsement: Endorsement of a single candidate or slate of candidates by more than one political party. The candidate or slate appears on the ballot representing each endorsing political party. Also referred to as cross filing.

Association: voting

Source: VSS, IEEE 1583

Cryptographic Key: Value used to control cryptographic operations, such as decryption, encryption, signature generation or signature verification.

Association: security

Source: NIST SP 800-63

Cryptography: Discipline that embodies the principles means, and methods for the transformation of data in order to hide their semantic content, prevent their unauthorized use, or prevent their undetected modification.

Association: security

Source: NIST SP 800-59

Cumulative Voting: Practice where voters are permitted to cast as many votes as there are seats to be filled. Voters are not limited to giving only one vote to a candidate. Instead, they can put multiple votes on one or more candidates.

Association: voting

Source: VSS, IEEE 1583

D

Data Accuracy: (1) Data accuracy is defined in terms of ballot position error rate. This rate applies to the voting functions and supporting equipment that capture, record, store, consolidate and report the specific selections, and absence of selections, made by the voter for each ballot position. (2) The system's ability to process voting data absent internal errors generated by the system. It is distinguished from data integrity, which encompasses errors introduced by an outside source.

Association: testing, security

Source: (1) VSS, (2) IEEE 1583

Data Integrity: Invulnerability of the system to accidental intervention or deliberate, fraudulent manipulation that would result in errors in the processing of data. It is distinguished from data accuracy that encompasses internal, system-generated errors.

Association: security

Source: IEEE 1583

Decertification: Withdrawal of certification of voting system hardware and software.

Association: testing, conformity assessment

Source: HAVA

Design Entity: Component of a design, named and referenced uniquely, that is both structurally and functionally different from other elements.

Association: software engineering

Source: IEEE 1583

Design Entity Attributes: Named characteristic or property of a design entity, which provides a statement of fact about the entity. Attributes define the design entity and not the design process.

Association: software engineering

Source: IEEE 1583

Designating Authority: Body established within government or empowered by government to designate conformity assessment bodies, suspend or withdraw their designation or remove their suspension from designation.

Association: testing, conformity assessment

Source: ISO 17000

Designation: Governmental authorization of a conformity assessment body to perform specified conformity assessment activities.

Association: testing, conformity assessment

Source: ISO 17000

Device: Functional unit that performs its assigned tasks as an integrated whole.

Association: IT

Source: VSS

Digital Signature: Asymmetric key operation where the private key is used to digitally sign an electronic document and the public key is used to verify the signature. Digital signatures provide authentication and integrity protection.

Association: security

Source: SP 800-63

Direct Record Electronic (DRE) Voting System: Voting system that records votes by means of a ballot display provided with mechanical or electro-optical components that can be actuated by the voter, that processes the data by means of a computer program, and that records voting data and cast vote records in internal and/or external memory components. It produces a tabulation of the voting data stored in a removable memory component and/or in printed copy.

Association: voting

Source: VSS, IEEE 1583

Directly Verifiable: Voting system that allows the voter to verify at least one representation of his or her ballot with his/her own senses, not using any software or hardware intermediary. Examples of a directly verifiable voting system include DRE with a voter verified paper trail or marksense system. This is in contrast with an indirectly verifiable voting system.

Association: voting, security

Source: no attribution

Disability: Disability means, with respect to an individual, (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual, (b) a record of such an impairment, or (c) being regarded as having such an impairment.

Association: human factors, HF: accessibility

Source: ADA

DRE Display: Part of the DRE that displays the electronic record.

Association: security, voting

Source: no attribution

DRE-VVPAT: DRE voting system containing VVPAT capability. See also Direct Record Electronic Voting System and Voter Verified Paper Audit Trail.

Association: security, voting

Source: no attribution

E

E-Voting: (1) Term frequently used to refer to DREs and other types of electronic voting equipment, but may be misleading as it implies remote access via a computer network or the Internet. (2) Election system that allows a voter to record his or her secure and secret ballot electronically. See also DRE, Electronic Voting Machine.

Association: voting

Source: (1) NASS, (2) Whatis.com

EAC: Election Assistance Commission

EAC Certification: To be defined

Association: voting, testing

Source: no attribution

Early Voting: Voter completes the ballot in person at a county office or other designated polling site or ballot drop site prior to Election Day. Also known as Early In-Person Voting or On-Site Absentee Voting.

Association: voting

Source: electionline

Election Coding: See Election Programming.

Association: voting

Source: IEEE 1583

Election Databases: Data file or set of files that contain geographic information about political subdivisions and boundaries, all contests and questions to be included in an election, and the candidates for each contest.

Association: voting

Source: VSS, IEEE 1583

Election Definition: Abstract definition of the races and questions that may appear on ballot forms.

Association: voting

Source: no attribution

Election District: Geographic area represented by a public official who is elected by voters residing within the district boundaries. The district may cover an entire state or political subdivision, may be a portion of the state or political subdivision, or may include portions of more than one political subdivision.

Association: voting

Source: VSS, IEEE 1583

Election Management System: Set of processing functions and databases within a Voting System that define, develop and maintain election databases, perform election definition and setup functions, format ballots, count votes, consolidate and report results, and maintain audit trails.

Association: voting

Source: VSS, IEEE 1583

Election Officials: Term used to designate the group of people associated with conducting an election, including election personnel and poll workers.

Association: voting

Source: no attribution

Election Programming: Process by which election officials or their designees use voting system software to logically define the ballot for a specific election.

Association: voting

Source: VSS, IEEE 1583

Electronic Ballot Printer (EBP): DRE-like device that fully prints paper-based ballots with selected vote choices for tabulation by a separate ballot scanner.

Association: voting
Source: IEEE 1583

Electronic Cast Vote Record (ECVR): Deprecated, replaced by Cast Vote Record (CVR).

Association: voting
Source: IEEE 1583

Electronic Vote Capture System (EVCS): Election system that encompasses DREs as well as accessible ballot printers (ABPs) when they are combined with the ballot scanner that processes the printed ballot. See also Voter Verified Paper Audit.

Association: voting
Source: IEEE 1583

Electronic Voter Interface: Subsystem within a DRE voting system which communicates ballot information to a voter in video, audio or Braille form and which allows the voter to select candidates and issues by means of vocalization or physical actions.

Association: voting, Human factors, HF: accessibility
Source: FL Statutes

Electronic Voting Machine: Any system that utilizes an electronic component. Term is generally used to refer to DREs. See also Voting Equipment, Voting System.

Association: voting
Source: NASS

Electronically-Assisted Ballot Marker (EBM): Machines that provide assistance to voters who are visually impaired, who have difficulty reading English or in other cases where a voter has difficulty correctly marking by hand a preprinted paper ballot that is to be counted in optical scan systems. The device marks, or helps to mark selected vote choices on a previously inserted, preprinted paper ballot. The machine then provides audio, tactile, or visual feedback to the voter on what choices they have made on the ballot. The resulting ballots are later tabulated on the same unit that processes ordinary hand-marked paper ballots.

Association: voting, human factors
Source: IEEE 1583

Entity Relationship Diagram (ERD): A data modeling technique that creates a graphical representation of the entities, and the relationships between entities, within an information system.

Association: software engineering
Source: IEEE 1583

Error correction code: Coding system that incorporates extra parity bits in order to detect errors.

Association: security
Source: WordNet

F

Federal Information Processing Standard (FIPS): Standard for adoption and use by federal agencies that has been developed within the National Institute of Standards and Technology (NIST) Information Technology Laboratory and published by NIST, an part of the U.S. Department of Commerce.

Association: security, standardization
Source: no attribution

Firmware: Computer programs (software) stored in read-only memory (ROM) devices embedded in the system and not capable of being altered during system operation.

Association: IT
Source: IEEE 1583

Fled Voter: Voter who has begun the process of using voting equipment to cast a ballot and has exited the polling site without completing the casting of the ballot, thereby leaving the voting equipment in a state in which election procedures must be used to decide whether the fled voter's incomplete ballot will be cast before the voting equipment is reset. See also abandoned ballot.

Association: voting
Source: no attribution

Font: Family or assortment of characters of a given size and style, e.g., 9-point Bodoni modern. See type font.

Association: human factors, typography

Source: ANSI

Functional Configuration Audit (FCA): Exhaustive verification of every system function and combination of functions cited in the vendor's documentation. Through use the FCA verifies the accuracy and completeness of the system's Voter Manual, Operations Procedures, Maintenance Procedures, and Diagnostic Testing Procedures.

Association: testing, voting

Source: VSS, IEEE 1583

Functional Test: Test performed to verify or validate the accomplishment of a function or a series of functions.

Association: testing

Source: VSS, IEEE 1583

Fundamental Representation: For voting systems that create more than one representation of the voter's ballot (such as one electronic and one on paper), the fundamental representation is the representation that is used for the initial vote tabulation.

Association: voting, security

Source: no attribution

G

General Election: Election in which voters, regardless of party affiliation, are permitted to select persons to fill public office and vote on ballot issues. Where the public office may be filled by a candidate affiliated with a political party or when permitted by law, unaffiliated candidate and voters choose among the candidates.

Association: voting

Source: VSS, IEEE 1583

H

Hash: Algorithm that maps a bit string of arbitrary length to a fixed-length bit string. Approved hash functions satisfy the following properties: (a) it is computationally infeasible to find any input that map to any prespecified output, and (b) it is computationally infeasible to find any two distinct inputs that map to the same output.

Association: voting

Source: NIST SP 800-63

HAVA: Help America Vote Act of 2002.

Association: voting

Source: no attribution

Human Computer Interaction: Discipline concerned with the design, evaluation and implementation of interactive computing systems for human use and with the study of major phenomena surrounding them.

Association: human factors

Source: ACM SIGCHI

Human Factors (or Ergonomics): Scientific discipline concerned with the understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimize human well-being and overall system performance.

Association: human factors

Source: IEA

I

Indirectly Verifiable: Voting system that allows a voter to verify the ballot produced by his or her vote only via hardware or software intermediary. An example of an indirectly verifiable voting system is a touch screen DRE where the voter verifies the ballot through the assistance of audio stimuli. This is in contrast to directly verifiable voting systems.

Association: voting, security

Source: no attribution

Implementation Conformance Statement: See Implementation Statement.

Implementation Statement: Statement by a vendor indicating the capabilities, features, and optional functions as well as extensions that have been implemented. Also known as implementation conformance statement.

Association: testing

Source: no attribution

Independent Testing Authority (ITA): Deprecated, replaced by Voting System Testing Laboratory. Organization certified by the National Association of State Election Directors (NASSED) to perform qualification testing.

Association: testing, voting

Source: VSS

Information Security: Protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide integrity, confidentiality, and availability.

Association: security

Source: 44 U.S.C.

Inspection: Examination of a product design, product, process or installation and determination of its conformity with specific requirements or, on the basis of professional judgment, with general requirements. NOTE: Inspection of a process may include inspection of persons, facilities, technology and methodology.

Association: testing, conformity assessment

Source: ISO 17000

Integrity: (1) Prevention of unauthorized modification of information. (2) Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

Association: security

Source: (1) IEEE 1583, (2) 44 U.S.C.

K

Key Management: Activities involving the handling of cryptographic keys and other related security parameters (e.g., passwords) during the entire life cycle of the keys, including their generation, storage, establishment, entry and output, and zeroization.

Association: security

Source: FIPS 140-2

L

Logic and Accuracy Testing: Testing of the tabulator setups of a new election definition to ensure that the content correctly reflects the election being held (i.e., contests, candidates, number to be elected, ballot styles, etc.) and that all voting positions can be voted for the maximum number of eligible candidates and that results are accurately tabulated and reported.

Association: voting, testing

Source: IEEE 1583

Logical Correctness: Condition signifying that, for a given input, a computer program will satisfy the program specification (produce the required output).

Association: testing

Source: VSS, IEEE 1583

M

Marksense: System by which votes are recorded by means of marks made in voting response fields designated on one or both faces of a ballot card or series of cards. Marksense systems may use an optical scanner or similar sensor to read the ballots. Also known as Optical Scan.

Association: voting

Source: VSS, IEEE 1583

Measure Register: Record that reflects the total votes cast for and against a specific ballot issue. This record is augmented as each ballot is cast on a DRE or as digital signals from the conversion of voted paper ballots are logically interpreted and recorded.

Association: voting

Source: VSS, IEEE 1583

Mechanical Lever Voting Machine: Machine that directly records a voter's choices via mechanical level-actuated controls into a counting mechanism that tallies the votes without using a physical ballot.

Association: voting

Source: ME Statutes

Multi-seat Content: Contest in which multiple candidates can run, up to a specified number of seats. Voters may vote for no more than the specified number of candidates. Also known as field race.

Association: voting

Source: NIST HF Rpt.

N

NVLAP: The NIST National Voluntary Laboratory Accreditation Program.

Association: testing

Source: no attribution

Non-partisan Office: Elected office for which candidates run independent of political party affiliation.

Association: voting

Source: VS, IEEE 1583

Nonvolatile Memory: Memory in which information can be stored indefinitely with no power applied. Static RAM, ROMs and EPROMs are examples of nonvolatile memory.

Association: IT

Source: VSS, IEEE 1583

O

On-Site Absentee Voting: See Early Voting.

Open Primary: Primary election in which voters, regardless of political affiliation, may choose in which party's primary they will vote. Some states require voters to publicly declare their choice of party ballot at the polling place, after which the poll worker provides or activates the appropriate ballot. Other states allow the voters to make their choice of party ballot within the privacy of the voting booth. Voters also are permitted to vote on nonpartisan offices and ballot issues that are presented at the same election.

Association: voting

Source: VSS, IEEE 1583

Operational Environment: See Voting Equipment Operational Environment.

Association: voting, IT

Source: IEEE 1583

Operations Procedures: See Voting Equipment Operations Procedures.

Association: voting, IT

Source: IEEE 1583

Optical Scan, Optical Scan System: See Marksense.

Association: voting

Source: IEEE 1583

Overvotes: (1) Generally prohibited practice of voting for more than the allotted number of candidates for the office being contested. (2) The voting for more than the allotted number of selections in a race. (3) Occurs when the number of alternatives selected by a voter in a contest exceeds the maximum number allowed for that contest. Also known as overvoting.

Association: voting

Source: (1) VSS, (2) IEEE 1583, (3) NIST HF Rpt.

P

Paper-based Voting System: Voting system that records votes, counts votes, and produces a tabulation of the vote count, using one or more ballot cards or a written list of choices.

Association: voting

Source: VSS, IEEE 1583

Paper Record: Paper ballot image or summary that is a copy of the electronic record and that is verified by a voter. See also ballot image.

Association: voting, security

Source: no attribution

Partisan Office: Elected office for which candidates run as representatives of a political party.

Association: voting

Source: VSS, IEEE 1583

Pass/Fail Criteria: Decision factor or expected result used to determine if software or hardware passes a test case.

Association: testing

Source: IEEE 1583

Physical Configuration Audit (PCA): (1) Inspection that compares the voting system components submitted for qualification to the vendor's technical documentation and confirms that the documentation submitted meets the requirements of the Standards. As part of the PCA, the building of the executable system to ensure that the qualified executable release is built from the tested components is also witnessed. (2) Review, by the test authority, of the vendor's technical documentation, source code, and observation of the code compile.

Association: testing, voting

Source: (1) VSS, (2) IEEE 1583

Precinct Count: Counting of ballots on automatic tabulating equipment provided by the election authority in the same precinct polling place in which those ballots have been cast.

Association: voting

Source: IL Statutes

Point Size: Method of measuring type, where the size of a font is measured from the top of the tallest character to the bottom of the lowest character.

Association: human factors, typography

Source: no attribution

Political Subdivision: Any unit of government, such as counties and cities but often excepting school districts, having authority to hold elections for public offices or on ballot issues.

Association: voting

Source: VSS

Polling Location: Physical address of a polling place.

Association: voting

Source: VSS, IEEE 1583

Polling Place: Facility that is staffed by poll workers and equipped with voting equipment, to which voters from a given precinct come to cast in-person ballots. See also voting station.

Association: voting

Source: VSS, IEEE 1583

Precinct: Administrative division representing a geographic area in which voters cast ballots at the same polling place. Voters casting absentee ballots may also be combined into one or more administrative absentee precincts for purposes of tabulating and reporting votes. Generally, voters in a polling place precinct are eligible to vote in a general election using the same ballot format. In some jurisdictions, however, the ballot formats may be different due to split precincts or required ballot rotations within the precinct.

Association: voting

Source: VSS, IEEE 1583

Precision: (1) Extent to which a given set of measurements of the same sample agree with their mean. Thus, precision is commonly taken to be the standard deviation estimated from sets of duplicate measurements made under conditions of repeatability, that is, independent test results obtained with the same method on identical test material, in the same laboratory or test facility, by the same operator using the same equipment in short intervals of time. (2) Degree of refinement in measurement or specification, especially as represented by the number of digits given.

Association: testing, statistics

Source: IEEE 1583

Pre-Standard: Document that is adopted provisionally by a standardizing body and made available to the public in order that the necessary experience may be gained from its application on which to base a standard.

Association: standardization

Source: ISO Guide 2-4

Primary Election: Election held to determine which candidate will represent a political party in the general election. Some states have an open primary, while others have a closed primary. Sometimes elections for nonpartisan offices and ballot issues are held during primary elections.

Association: voting

Source: VSS

Primary Presidential Delegation Nominations: Primary election in which voters choose the delegates to the Presidential nominating conventions allotted to their states by the national party committees.

Association: voting

Source: VSS

Privacy: Voting system is said to provide privacy when it makes it impossible for others to find out how the voter voted.

Association: security, voting

Source: no attribution

Private Key: The secret part of an asymmetric key pair that is typically used to digitally sign or decrypt data.

Association: security

Source: NIST SP 800-63

Profile: (1) Subset of a standard for a particular constituency that identifies the features, options, parameters, and implementation requirements necessary for meeting a particular set of requirements. (2) Specialization of a standard for a particular context, with constraints and extensions that are specific to that context.

Association: standardization

Source: (1) ISO 8632, (2) no attribution

Provisional Ballot: Ballot provided to individuals who claim they are eligible to vote but whose eligibility cannot be confirmed when they present themselves to vote. Once voted, such ballots are not included in the tabulation until after the voter's eligibility is confirmed. See also challenged ballot.

Association: voting

Source: VSS, IEEE 1583, NASS

Public Information Package (PIP): Data to be published openly and made available to all without let or hindrance, irrespective of need-to-know.

Association: testing

Source: no attribution

Public Key: Public part of an asymmetric key pair that is typically used to verify signatures or encrypt data.

Association: security

Source: NIST SP 800-63

Public Key Certificate: Digital document issued and digitally signed by the private key of a Certification Authority that binds the name of a subscriber to a public key. The certificate indicates that the subscriber identified in the certificate has sole control and access to the private key.

Association: security

Source: NIST SP 800-63

Public Network Direct Record Electronic (DRE) Voting System: Form of DRE voting system that uses electronic ballots and transmits vote data from the polling place to another location (such as a central count facility) over a public network beyond the control of the election authority.

Association: voting

Source: VSS

Punchcard Voting System: Voting system where votes are recorded by means of punches made in voting response fields designated on one or both faces of a ballot card or series of cards.

Association: voting

Source: VSS, IEEE 1583

Q

Qualification Number: Deprecated. A number issued by NASED (National Association of State Election Directors) to a system that has been tested by certified Independent Test Authorities for compliance with the qualification test standards. Issuance of a Qualification Number indicates that the system qualifies for certification process of states that have adopted the Standards. Note: Qualification Numbers for Voting Systems that were qualified for compliance to the 1990 Voting System Standards are still valid. Voting Systems that were qualified for compliance to the 2002 Voting System Standards will need to be assigned an EAC Certification number.

Association: testing, voting

Source: VSS

Qualification Test Report: Deprecated, replaced by Test Report for EAC Certification.

Association: testing, voting

Source: VSS, NIST HB150

Qualification Testing: Deprecated, replaced with Voting System Testing. Examination and testing of a computerized voting system by using qualification test standards to determine if the system complies with the qualification performance and test standards and with its own specifications. This process occurs prior to state certification.

Association: testing, voting

Source: VSS

Quality Assurance Plan: Document that identifies the system and actions required to provide adequate assurance that an item or product conforms to the documented technical requirements.

Association: testing

Source: IEEE 1583

Quality Control: Operational techniques and activities that are used to fulfill requirements for quality.

Association: testing

Source: NIST HB 150

Quality Manual: Document stating the quality policy and describing the quality system of an organization.

Association: testing, software engineering

Source: NIST HB 150

R

Race: Contest between candidates.

Association: voting

Source: no attribution

Ranked Order Voting: Practice that allows voters to rank candidates in a contest in order of choice: 1, 2, 3 and so on. It takes a majority to win. If anyone receives a majority of the first choice votes, that candidate wins that election. If not, the last place candidate is deleted, and all ballots are counted again, but this time each ballot cast for the deleted candidate counts for the next choice candidate listed on the ballot. The process of eliminating the last place candidate and recounting the ballots continues until one candidate receives a majority of the vote. The practice is also known as instant runoff voting, preferences or preferential voting, or choice voting.

Association: voting

Source: VSS, IEEE 1583

Read Ballot: Ballot that has been processed but may or may not be counted.

Association: voting

Source: no attribution

Recall Issue with Options: Process that allows voters to remove their elected representatives from office prior to the expiration of their terms of office. Often, the recall involves not only the question of whether a particular officer should be removed from office, but also the question of naming a successor in the event that there is an affirmative vote for the recall.

Association: voting

Source: VSS

Recertification: State examination, and possibly the retesting of a voting system that was modified subsequent to receiving state certification. The object of this process is to determine if the modification still permits the system to function properly in accordance with state requirements.

Association: voting

Source: VSS, IEEE

Record: (n) Data that are preserved by a voting system, not necessarily in any particular form. (v) To preserve such data.

Association: voting

Source: no attribution

Records: Recordings of evidence of activities performed or results achieved (e.g., forms, reports, test results), which serve as a basis for verifying that the organization and the information system are performing as intended. Also used to refer to units of related data fields (i.e., groups of data fields that can be accessed by a program and that contain the complete set of information on particular items).

Association: security

Source: NIST SP 800-53

Recount: Process conducted for verifying the votes counted in an election.

Association: voting

Source: no attribution

Referendum: Contest between two (or more) choices in response to a question (e.g., bond issue, recall, retention of a judge in office, proposed amendment).

Association: voting

Source: NIST HF Rpt.

Repeatability: Ability to obtain independent test results by using the same testing method on identical test items in the same testing laboratory by the same operator using the same equipment within short intervals of time.

Association: testing, conformity assessment

Source: ISO 5725

Report: (n) Printed record, formatted for human readability, that is produced by a voting system. (v) to produce such a record.

Association: voting

Source: no attribution

Reproducibility: Ability to obtain test results with the same test method on identical test items in different testing laboratories with different operators using different equipment.

Association: testing, conformity assessment

Source: ISO 5725

Requirement: Provision that conveys criteria to be fulfilled. See also compliance point

Association: testing, standardization

Source: NIST HB 150

Residual Vote: Total number of votes that cannot be counted for a specific contest. There may be multiple reasons for residual votes (e.g., overvoting in a contest, failure to cast ballot before leaving polling place).

Association: voting, human factors

Source: NIST HF Rpt.

Risk Assessment: Process of identifying the risks to system security and determining the probability of occurrence, the resulting impact, and additional safeguards that would mitigate this impact.

Association: security

Source: NIST SP 800-30

Rolloff: Difference between number of votes cast for contests in the higher offices on the ballot and the number cast for contests that are lower on the ballot. It sometimes referred to as voter fatigue.

Association: voting, human factors

Source: NIST HF Rpt.

Runoff Election: Election to select a winner following a primary, or sometimes a general election, in which no candidate in the contest received the required minimum percentage of the votes cast. The two candidates receiving the most votes for the race in question proceed to the runoff election.

Association: voting

Source: VSS, IEEE 1583

S

Second Chance Voting: Provides that voters are notified when their ballots contain errors and are given a chance to correct them. Required by HAVA 2002.

Association: voting

Source: NASS

Secret Key: Cryptographic key that is used with a symmetric cryptographic algorithm that is uniquely associated with one or more entities and is not be made public. The use of the term "secret" in this context does not imply a classification level, but rather implies the need to protect the key from disclosure.

Association: security

Source: NIST SP 800-57

Section 508: Amendment by Congress in 1998, to the Rehabilitation Act to require federal agencies to make their electronic and information technology accessible to people with disabilities. Section 508 was enacted to eliminate barriers in information technology.

Association: HF: accessibility

Source: no attribution

Security Controls: Management, operational, and technical controls (i.e., safeguards or countermeasures) prescribed for an information system to protect the confidentiality, integrity, and availability of the system and its information.

Association: security

Source: FIPS 199, NIST SP 800-53

Specification, Technical: Document that prescribes technical requirements to be fulfilled by a product, process or service.

Association: standardization

Source: ISO Guide 2-4

Split Precinct: Precinct containing more than one ballot format in order to accommodate a contiguous geographic area served by the precinct that contains more than one election district.

Association: voting

Source: VSS, IEEE 1583

Spoiled Ballot: Ballot that has been voted but will not be cast.

Association: voting

Source: no attribution

Standard: Document established by consensus and approved by a recognized body that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context.

Association: standardization

Source: ISO Guide 2-4

Standard, Product: Standard that specifies requirements to be fulfilled by a product or a group of products, to establish its fitness for purpose. A product standard may include, in addition to the fitness for purpose requirements, directly or by reference, aspects such as terminology, sampling, testing, packaging, and labeling and sometimes processing requirements.

Association: standardization

Source: ISO Guide 2-6

Standard, Testing: Standard that is concerned with test methods, sometimes supplemented with other provision related to testing, such as sampling, use of statistical methods, or sequence of test.

Association: standardization

Source: ISO Guide 2-6

Standard on Data to Be Provided: Standard that contains a list of characteristics for which values or other data are to be stated for specifying the product, process, or service.

Association: standardization

Source: ISO Guide 2-4

Straight Party Voting: Mechanism by which voters are permitted to cast a vote indicating the selection of all candidates on the ballot for a single political party.

Association: voting

Source: VSS, IEEE 1583

State Certification: State examination and possibly testing of a voting system to determine its compliance with state laws, regulations, and rules and any other state requirements for vote systems.

Association: testing, conformity assessment, voting

Source: VSS

Support Software: Software that aids in the development or maintenance of other software, for example, compilers, loaders and other utilities.

Association: IT

Source: VSS, IEEE 1583

Symmetric (Secret) Encryption Algorithm: Encryption algorithms using the same secret key for encryption and decryption.

Association: security

Source: NIST SP 800-49

T

Tabulation: See Count.

Association: voting

Source: VSS, IEEE 1583

Tabulator: Device that counts votes.

Association: voting

Source: no attribution

Technical Data Package: Vendor documentation relating to the voting system that shall be submitted with the system as a precondition of qualification testing.

Association: testing, voting

Source: VSS

Telecommunications: Transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Association: IT

Source: IEEE 1583

Test: Technical operation that consists of the determination of one or more characteristics of a given product, process or service according to a specified procedure.

Association: testing

Source: ISO Guide 2-4, NIST HB 150

Test Campaign: Sum of the work by a VSTL on a single product or system from contract through test plan, conduct of testing for each requirement (including hardware, software, and systems), reporting, archiving, and responding to issues afterwards.

Association: testing, voting

Source: NIST HB 150-22

Test Case Specification: Document identifying the specific inputs and expected result for each test identified in the test plan.

Association: testing

Source: IEEE 1583

Test Design Specification: Expanded detail of the test approach identified in the test plan for the related tests.

Association: testing

Source: IEEE 1583

Test Method: Specified technical procedure for performing a test.

Association: testing, conformity assessment

Source: ISO Guide 2

Test Plan: Document created prior to testing that outlines the scope and nature of testing, items to be tested, test approach, resources needed to perform testing, test tasks, risks and schedule.

Association: testing, conformity assessment

Source: IEEE 1583

Testing: Determination of one or more characteristics of an object of conformity assessment, according to a procedure. Testing typically applies to materials, products, or processes.

Association: testing, conformity assessment

Source: ISO 17000

Testing Authority: Organization that performs qualification testing and produces qualification test reports. See also Voting System Testing Laboratory.

Association: testing, conformity assessment

Source: no attribution

Test Report for EAC Certification: Report of results of independent testing of a voting system indicating the data testing was completed, the specific system version tested, and the scope of tests conducted.

Association: testing, voting

Source: VSS, NIST HB 150

Touch Screen Voting Machine: Machine that utilizes a computer screen whereby a voter executes that voter's choices by touching designated locations on the screen and that then tabulates those choices.

Association: voting

Source: ME Statutes

Traceability: Ability to relate a property of the result of a measurement or the value of a standard to stated references.

Association: testing

Source: VIM

Type font: Type of a given size and style, e.g., 10-point Bodoni Modern.

Association: human factors

Source: ANSI

U

Uncertainty: Parameter, associated with the result of a measurement that characterizes the dispersion of the values that could reasonably be attributed to that which is being measured.

Association: testing

Source: VIM, NIST HB 150

Undervote: (1) Occurs when the number of alternatives selected by a voter in a contest is less than the maximum number allowed for that contest. (2) Practice of voting for less than the total number of election contests listed on the ballot, or of voting for less than the number of positions to be filled for a single office (i.e., A person would undervote if a contest required the selection of three out of a given number of candidates, and the voter chose only two candidates). Also known as undervoting.

Association: voting

Source: (1) NIST HF Rpt. (2) VSS, IEEE 1583, NASS

Usability: Effectiveness, efficiency and satisfaction with which a specified set of users can achieve a specified set of tasks in a particular environment. Usability in the context of voting system standards refers to voters being able to cast valid votes as they intended quickly, without errors and with confidence that their ballot choices as marked were recorded correctly. It also refers to the usability of the setup of voting equipment for the election and the running of the election by poll workers and election administrators.

Association: Human factors, HF: usability

Source: ISO 9241, NIST HF Rpt

Usability Testing: Encompasses a range of methods that examine how users in the target audience actually interact with a system, in contrast to analytic techniques such as usability inspection.

Association: human factors, HF: usability

Source: Usability First Usability Glossary

User Documentation: See Voting Equipment User Documentation.

Association: vote, test

Source: IEEE 1583

V

Valid Vote: Vote from a ballot or ballot image that conforms to jurisdiction dependent criteria for accepting or rejecting entire ballots, such as stray marks policies and voter eligibility criteria, in a contest that was not over-voted.

Association: voting

Source: no attribution

Validation: Process of evaluating a system or component during or at the end of the development process to determine whether it satisfies specified requirements.

Association: testing

Source: VSS

Verification: Process of evaluating a system or component to determine whether the products of a given development phase satisfy the conditions (such as specifications) imposed at the start of the phase.

Association: testing

Source: VSS

Verification and Validation (V&V): Process of determining whether requirements for a system or component are complete and correct, the products of each development phase fulfill the requirements or conditions imposed by the previous phase, and the final system or component complies with specified requirements.

Association: testing

Source: IEEE 1583

Video Ballot: Electronic voter interface which presents ballot information and voting instructions as video images. See also ballot.

Association: voting, human factors, HF: accessibility

Source: FL Statutes

Vote for N of M: Ballot choice in which voters are allowed to vote for a limited number of candidates for a single office from a larger field of candidates.

Association: voting

Source: VSS, IEEE 1583

Voted Ballot: Ballot that a voter has finished filling in, but has not yet cast or spoiled.

Association: voting

Source: no attribution

Voter Registration System: Set of processing functions and data storage that maintains records of eligible voters. This system generally is not considered a part of a Voting System subject to the 2002 Voting System Standards.

Association: voting

Source: VSS

Voter Verified Audit Record: (1) Human-readable printed record of all of a voter's selections presented to the voter before the vote is cast. (2) Printed version of the ballot that voters may view and check for accuracy before their votes are cast. See also Voter Verified Record or Voter Verified Paper Trail.

Association: voting

Source: (1) IEEE 1583, (2) NASS

Voter-Verified Paper Trail (VVPT): See Voter Verified Audit Record.

Voting Environment: Aspects of the voting milieu outside of the voting system that are encountered by voters, e.g., ramps, lighting, noise, temperature, electro-magnetic interference. See also voting equipment operational environment.

Association: human factors, voting

Source: no attribution

Voting Equipment: Any mechanical, electromechanical, or electronic components of a voting system. See also Electronic Voting Equipment.

Association: voting

Source: no attribution

Voting Equipment Operational Environment: All software, hardware (including facilities, furnishings and fixtures), materials, documentation, and the interface used by the election personnel, maintenance operator, poll worker, and voter, required for voting equipment operations. See also voting environment.

Association: voting

Source: IEEE 1583

Voting Equipment Operations Procedures: Ordered steps that election personnel, poll workers or voters follows to perform the tasks for each operational environment.

Association: voting

Source: IEEE 1583

Voting Equipment User Documentation: Electronic or printed material that provides information for the election officials or voters.

Association: voting

Source: IEEE 1583

Voting Machine: Mechanical or electronic equipment for the direct recording and tabulation of votes. See also voting system.

Association: voting

Source: OH Statutes

Voting Officials: Term used to designate the group of people associated with elections, including election personnel, poll workers, ballot designers and those responsible for the installation, operation and maintenance of the voting systems.

Association: voting

Source: no attribution

Voting Position: Specific response fields on a ballot where the voter indicates the selection of a candidate or ballot proposition.

Association: voting

Source: VSS, IEEE 1583

Voting Process: Entire array of procedures, people, resources, equipment and locales by which elections are conducted

Association: voting

Source: no attribution

Voting Station: Location within the polling place where voters may record their votes. A voting station includes the voting booth or enclosure and the vote-recording device.

Association: voting

Source: VSS, IEEE 1583

Voting System: Combination of mechanical, electromechanical, or electronic equipment and any corresponding documentation. It includes the software required to program, control, and support the equipment that is used to define ballots; to cast and count votes; to report and/or display election results; and to maintain and produce all audit trail information. A voting system may also include the transmission of results over telecommunication networks. It additionally includes the associated documentation used to operate the system, maintain the system, identify system components and their versions, test the system during its development and maintenance, maintain records of system errors and defects, and determine specific changes made after system qualification. See also electronic voting system, voting equipment, voting machines.

Association: voting

Source: VSS

Voting System Testing: Examination and testing of a computerized voting system by using test methods to determine if the system complies with the requirements in the Voting System Standards and with its own specifications. This process occurs prior to state certification.

Association: testing, voting

Source: VSS

Voting System Testing Laboratory (VSTL): Testing laboratory accredited by the National Voluntary Laboratory Accreditation Program in the field of voting systems testing. See also testing authority.

Association: testing

Source: NIST HB 150-22

VVPAT-Ballot Box: Ballot box containing the paper record.

Association: security, voting

Source: no attribution

VVPAT-Display: Transparent covering over the paper record printed by the DRE-VVPAT. It permits a voter to inspect the paper record but prevents the voter from physically handling the paper record.

Association: security, voting

Source: no attribution

VVPAT-Printer: Printing capability of the voting system, including the printer and any associated device involved in printing the paper records and transferring them to ballot boxes.

Association: security, voting

Source: no attribution

W

Write-in Voting: Means to cast a vote for an individual not listed on the ballot. Voters may do this by using a marking device to physically write their choice on the ballot or they may use a keypad, touch screen or other electronic means to indicate their choice.

Association: voting

Source: VSS, IEEE 1583

Workspace: See voting station.

Association: voting

Source: VSS

Attachment B: Sources

Definitions in this Glossary are either extracted from or based on the following source:

44 U.S.C.	United States Code, Title 44, Chapter 35, Information Security, Section 3542, Definitions.
ACM SIGCHI	ACM's Special Interest Group on Computer-Human Interaction, http://www.acm.org/sigchi/ (February 2005).
ADA	Americans with Disabilities Act of 1990.
ANSI	American National Dictionary for Information Processing Systems, American National Standards Committee X3, Information Processing Systems, 1982.
CA Statutes	California's Senate Bill No 1438.
electionline	http://electionline.org/ , (March 2005).
FIPS 140-2	Federal Information Processing Standard 140-2, Security Requirements for Cryptographic Modules, May 2001.
FIPS 199	Federal Information Processing Standard 199, Standards for Security Categorization of Federal Information and Information Systems, December 2003.
FIPS 201	Federal Information Processing Standard 201, Personal Identity Verification for Federal Employees and Contractors, February 2005.
FL Statutes	Florida Statutes: Section 97.021(3) and Section 101.56062(1)(n) Standards for accessible voting.
HAVA	Help America Vote Act of 2002 - Public Law 107-252.
IEA	International Ergonomics Association, http://www.iea.cc/ , (February 2005).
IEEE 1583	IEEE P1583/D5.3.2 Draft Standard for the Evaluation of Voting Equipment, December 6, 2004.
IL Statutes	Illinois Public Act 093-0574.
ISO 5725	ISO/IEC 5725:1994 Accuracy (trueness and precision) of measurement methods and results.
ISO 9241	ISO/IEC 9241:1997 Ergonomic requirements for office work with visual display terminals (VDT).
ISO 17000	ISO/IEC 17000:2004 Conformity assessment -- Vocabulary and general principles.
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CG2

COMMODITY GROUP TWO

				Extended
Item	Description	Volume	Unit Price	Price
Voting Device Testiing				
Voting Device Servicing				
Other				
Consumable Item 1				
Consumable Item 2				
Consumable Item 3				
Other				
SUBTOTAL COMMODITY GROUP TWO				
	TOTAL COMMODITY PURCHASE			

SG1

SERVICE GROUP ONE

Service Item	Description	Price	Unit Days/User	Extended Price
HAVA Voting Device				
Installation Consulting				
Installation of equipment				
Other Service				
Non HAVA Voting Device				
Installation Consulting				
Installation of equipment				
Other Service				
Tabulation Equipment				
Installation Consulting				
Installation of equipment				
Other Service				
Training				
HAVA Voting Device				
Non HAVA Voting Device				
Tabulation Device				
Documentation				
HAVA Voting Device				
Non HAVA Voting Device				
Tabulation Device				
Other Service				
	TOTAL SERVICE GROUP ONE			

