

NOTICE

The following RFP is available for informational purposes and will be included as part of any contract with a vendor to provide a statewide voter registration list that meets federal guidelines contained in the Help America Vote Act of 2002 (HAVA).

This RFP is intended to solicit proposals from vendors that wish to supply the Ohio Secretary of State's Office with a HAVA-compliant statewide voter registration list. The final contract will be dependent upon specific elements of the selected vendor's proposal and will contain at a minimum this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract.

Purchase orders, change orders, and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

Any vendor entering into contract with the Secretary of State's Office should be aware of standard contract provisions of the office. Draft contract language has been posted on the Secretary of State's website at <http://www.state.oh.us/sos/hava/draftcontractlanguage.htm>

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REQUEST FOR PROPOSAL

**RFP NUMBER: SOS032786279
DATE ISSUED: April 9, 2003**

The Ohio Secretary of State is requesting proposals for a centralized Voter Registration File system.

OPENING DATE:	April 30, 2003
OPENING TIME:	11 :00 A.M.
OPENING LOCATION:	Secretary of State Voter Registration Bid Room 180 East Broad Street, 15th Floor Columbus, Ohio 43215

This RFP consists of five (5) Parts, five (5) Attachments and three (3) Supplements, totaling seventy (70) consecutively numbered pages. Additional Supplements may be attached to the RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: ORGANIZATION

Organization: This RFP is organized into five (5) parts and has five (5) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP. If so, they too are listed below.

Parts

- Part 1 Structure of this RFP
- Part 2 Executive Summary
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Contract Award

Attachments

- Attachment 1 Project Requirements and Special Provisions
- Attachment 2 Requirements for Proposals
- Attachment 3 General Terms and Conditions
- Attachment 4 Vendor Reference Form
- Attachment 5 Contract Performance

Supplements

- Supplement 1 W-9 Form
- Supplement 2 Requirements
- Supplement 3 Work Flow

PART TWO: EXECUTIVE SUMMARY

Purpose: This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (the Code) and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code). The Ohio Secretary of State (the "Secretary") is soliciting proposals (Proposals) for its centralized Voter Registration File system project (the "Project"). The Secretary desires to obtain a reliable vendor to provide computer software, data conversion, training and implementation services. This RFP is in response to that request. If a suitable offer is made in response to this RFP, the Secretary may enter into a contract (the Contract) to have the selected Offeror (the Contractor or Vendor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the Secretary will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in the Secretary refusing to consider the Proposal of the Offeror.

Background: Currently, each of the eighty-eight (88) county's Board of Elections maintains voter registration files for the state of Ohio. Each Board has its own "system" for handling day-to-day operations and technology varies greatly from county to county. Voter registration files are provided to the Secretary of State (SOS) of Ohio in standard, delimited format via file attachment on an email, on CD or diskette. These files are sent to SOS twice a year and are combined into a single voter registration list.

The "Help America Vote Act of 2002" contains provisions that require states to create, administer, and maintain a "single, uniform, official, centralized, interactive, statewide voter registration list." Implementation of this single system of record is mandated for January 1, 2004. The Help America Vote Act (HAVA) assigns states new authority over county Board of Elections and makes states responsible for managing problems and issues related to the maintenance of the voter registration list. For purposes of complying with HAVA, The Secretary of State's office considers a statewide voter registration list to be implemented when it meets the basic requirements of HAVA, is installed and operating in all 88 of Ohio's counties and election officials have real-time access to data contained on the list.

Objectives: The objective of the Secretary is to provide a centralized Voter Registration File that is the single source for voter registration information, accessible by any authorized election official via the internet, is updated by local election officials at County Board of Election sites, allows for the creation of poll books that are in synchronization with the voter registration file, uses the same method or application for each County to update the Central Voter Registration File, allows the Secretary to provide voter registration data to each County to support federal elections administration activities by the County and provides a process for validating and authenticating voter registration data against data resources from other state agencies. It will be the selected Offeror's obligation to ensure that the Project meets these objectives.

Calendar of Events: The schedule for the RFP is given below. The Secretary may change this schedule at anytime. If the Secretary changes the schedule before the Proposal due date, it will do so through an alert on DAS's State Procurement Web site, procurement opportunity detail page for this RFP. The web site alert will be followed by an amendment to this RFP, also available through DAS's State Procurement Web Site. After the Proposal due date and before the award of the Contract, the Secretary will make schedule changes through the RFP amendment process. The Offeror will provide their Project Schedule as indicated in the table below. The Secretary or selected Offeror will make changes in the Project schedule after the Contract award

through the change order provisions in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events.

Milestones

Firm Dates:

RFP Issued	April 9, 2003
Inquiry Period Begins	April 9, 2003
Inquiry Period Ends	April 23, 2003
Proposal Acceptance Period Begins	Not earlier than April 30, 2003
Proposal Acceptance Period Ends	Not later than May 7, 2003

Estimated Dates:

Bid Decision	May 16, 2003
Purchase Order Date	Dependent on availability of Federal funding and Controlling Board approval
Work Begins	Three (3) days following release of funds and approval by Controlling Board

Vendor Timeline:

Please complete the chart below. You may add deliverables, if needed. If a deliverable does not apply, indicate by showing zero (0) hours to complete.

Deliverable	Days to Complete
Detailed Design Document Creation	
Development	
Testing Plan	
Unit Testing	
System/Integration Testing	
User Testing	
Training Plan	
Training	
Conversion Plan	
Conversion	
Acceptance	
Implementation	

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

Contacts: The following person will represent the Secretary during the Proposal process and the performance of the Work:

Procurement Representative:

Dana Walch, Election Reform Director
Ohio Secretary of State
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

During the performance of the Project, a Secretary representative (the "Project Representative") will represent the Secretary and be the primary contact for matters relating to the Project. The Project Representative will be designated in writing after the Contract award.

Internet Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective offeror's representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative's business phone number, and
 - Representative's e-mail address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Offerors may view inquiries using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");

- Click the “Find It Fast” button;
- On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

When an amendment to this RFP is necessary, the Secretary may extend the Proposal due date by placing an alert on DAS’s State Procurement Web Site procurement opportunity detail page for this RFP. Amendment alerts may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective Offeror to check for alerts and other current information regarding this RFP.

The Secretary will try to respond to all inquiries within 48 hours, excluding weekends and Secretary holidays. But the Secretary will not respond to any inquiries received after 8:00 a.m., on the inquiry end date.

The Secretary is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described here within.

Proposal Submittal: Each Offeror must submit four (4) complete, sealed, and signed copies of its Proposal, and each Proposal must be clearly marked "Voter Registration File" on the outside of its envelope.

Proposals are due no later than Wednesday, at 5:00 p.m., the 7th day of May, 2003.

Proposals must be submitted to:

Secretary of State Voter Registration Bid Room
Attention: Dana Walch
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

The Secretary may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An Offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

The Secretary may reject late Proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

The Secretary may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. The Secretary may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the Offerors responding to this RFP.

All Proposals and other material submitted will become the property of the Secretary and may be returned only at the Secretary's option. Proprietary information should not be included in a Proposal or supporting materials because the Secretary will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror. Additionally, all Proposals will be open to the public after the Contract has been awarded.

The Secretary will retain all Proposals, or a copy of them, as part of the Contract file for as long as legally required. After the retention period, the Secretary may return, destroy, or otherwise dispose of the Proposals or the copies.

Waiver of Defects: The Secretary may waive any defects in any Proposal or in the submission process followed by an Offeror. But the Secretary will only do so if it believes that is in the Secretary's interests and will not cause any material unfairness to other Offerors.

Multiple or Alternate Proposals: The Secretary welcomes multiple Proposals from a single Offeror, but the Secretary requires each such Proposal to be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The Secretary will judge each alternate Proposal on its own merits.

Amendments to Proposals: Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as authorized by this RFP.

Amendments to the RFP: If the Secretary decides to revise this RFP before the Proposal due date, amendments will be announced on the State Procurement Web site.

Offerors may view amendments using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click on the amendment number to display the amendment.

After the submission of Proposals, amendments will be distributed only to those Offerors whose submissions are under active consideration. When the Secretary makes an amendment to the RFP after Proposals have been submitted, the Secretary will permit Offerors to withdraw their Proposals within 10 business days after the amendment is issued. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the amendment changes the nature of the transaction so much that the Offeror's Proposal is no longer in its interests. Alternatively, the Secretary may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the Secretary makes an amendment after the Proposal due date, the Secretary will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the Secretary amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if the Secretary permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, the Secretary may limit the nature and scope of the modifications. Unless otherwise stated in the Secretary's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the Secretary at the

address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the Secretary has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

Proposal Instructions: Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachment(s) to this RFP.

The Secretary wants clear and concise Proposals. But Offerors should take care to completely answer questions and meet the RFP's requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The Secretary will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the Secretary awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents: The Secretary will seek to open the Proposals in a manner that avoids compromising Proposal confidentiality. Additionally, the Secretary will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the Secretary will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

Rejection of Proposals: The Secretary may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the Secretary believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the Secretary may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

Evaluation of Proposals Generally: The evaluation process may consist of up to four distinct phases:

1. The Procurement Representative's initial review of all Proposals for defects;
2. The Evaluation Committee's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

The Evaluation Committee may decide whether phases three and four are necessary. The committee will make this decision before the evaluation process begins. But the committee has the right to eliminate or add phases three or four at any time in the evaluation process. The committee also may add or remove sub-phases to phases 2 through 4 at anytime if the committee believes doing so will improve the evaluation process.

Clarifications: During the evaluation process, the Procurement Representative or the evaluation committee may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if doing so does not result in an unfair advantage for the Offeror.

Initial Review: The Procurement Representative will review all Proposals for their format and completeness. The Procurement Representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an Offeror to submit a correction.

If a late proposal is rejected, the Procurement Representative will not open it or evaluate it for format or completeness.

The Procurement Representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Procurement Representative will chair.

Committee Review of the Proposals: The Evaluation Committee will evaluate and numerically score each Proposal that the Procurement Representative has forwarded to it. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the committee has a right to divide these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other Secretary personnel with technical or professional experience that relates to the Project or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Project or the advice of other Secretary committees that have subject matter expertise or an interest in the Project. In seeking such reviews, evaluations, and

advice, the committee will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The committee also may reject any advice it receives from any third parties.

The evaluation will result in a point total being calculated for each Proposal. Those Offerors submitting the highest-rated Proposals will be candidates for advancement to the next phase. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will be the best rated Proposals from this phase.

At any time during this phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation committee will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

Proposal Evaluation Criteria: In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

Representatives from Elections, Information Technology and Administrative Staff will evaluate responses.

Mandatory Requirements

Mandatory Functional Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Single source for collecting: name, address, city & zip and assignment of unique ID	4	Reject	5	7	9
Accessible to authorized Election Officials via web	4	Reject	5	7	9
Centralized Registration List functions to determine all voters that appear on Poll Books	4	Reject	5	7	9
Updates to centralized list occur via remote location (county) by Board of Election staff	4	Reject	5	7	9
Application for every County is substantially identical in	4	Reject	5	7	9

Mandatory Functional Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
function and format for updating the central voter registration list					
Data received from SOS to administer Federal elections is identical for every county	4	Reject	5	7	9
System allows for verification & authentication of voter registration data using data resources from other agencies	4	Reject	5	7	9
System allows for capture of voter registration w/history	3	Reject	5	7	9
Demonstrated ability to complete project activity by December 1, 2003	5	Reject	5	7	9

Technical Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Compatibility to SOS's existing system architecture	2	Reject	5	7	9
Compatibility to SOS's existing technical environment	2	Reject	5	7	9
Approach to development & integration in alignment with SOS's requirements	3	Reject	5	7	9
Approach to system performance in	3	Reject	5	7	9

Technical Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
alignment with SOS's requirements					
Adherence to security standards	4	Reject	5	7	9
Vendor/supplier support	4	Reject	5	7	9
Training	4	Reject	5	7	9
Documented change management procedures	3	Reject	5	7	9
Ability to implement solution successfully	5	Reject	5	7	9
Presence and applicability of future product/technology roadmap	2	Reject	5	7	9
Overall compatibility & ability to integrate to existing systems	4	Reject	5	7	9

Data Conversion	Weight	Does Not Meet	Meets	Exceeds	Exceeds Greatly
Demonstrated ability to complete conversion in time allotted	4	Reject	5	7	9
Demonstrated quality assurance policies & controls	3	Reject	5	7	9

Advanced Functionality

Additional Functionality	Weight	Does Not Meet	Meets	Exceeds	Exceeds Greatly
Provision of additional system functionality, as defined	1	0	5	7	9

Additional Functionality	Weight	Does Not Meet	Meets	Exceeds	Exceeds Greatly
Voter registration & signature imaging functionality	3	0	5	7	9
Absentee voting functionality	3	0	5	7	9
Petition processing functionality	3	0	5	7	9
Polling location management functionality	1	0	5	7	9
Election & candidate management functionality	2	0	5	7	9
Precinct functionality	3	0	5	7	9

Vendor Profile

Project Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror profile provided	1	0	5	7	9
Detailed work plan provided & addresses project goals	3	0	5	7	9
Detailed staffing plan provided that addresses project goals	3	0	5	7	9
Development capabilities defined & documented	3	0	5	7	9
Development methodologies defined & documented	3	0	5	7	9
Demonstrated project management methodology to meet established goals	4	0	5	7	9
Demonstrated project schedule to	4	0	5	7	9

Project Requirements	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
meet established timeline					
Certified minority vendor	1	0	10		

Once the technical merits of a Proposal are considered, as described above, the costs of that Proposal will be considered. But it is within the committee's discretion to wait to factor in a Proposal's cost until after any interviews, presentations and discussions. Also, before evaluating the technical merits of the Proposals, the committee may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the committee may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The committee will then divide the Offeror's total evaluation price for the Project by the Proposal's totaled score based on the points received from the evaluation of the Proposal's technical merits. One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase will be the highest-ranking Proposal(s) based on this analysis. That is, the committee may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the committee disqualifies because of excessive cost or other irregularities. Alternatively, if there is to be no more phases because the committee feels they are unnecessary or inappropriate, the highest-ranking Proposal will be awarded the Contract.

If the committee finds that one or more Proposals should be given further consideration, the committee may select one or more of the highest-ranking Proposals to move to the next phase. The committee may alternatively choose to bypass any of all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the Secretary in relation to the other Proposals that the Secretary received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the committee does not receive any Proposal that meets all the mandatory requirements, the committee may cancel, reissue or revise and reissue this RFP. Alternatively, if the committee believes it is in the Secretary's interest, the committee may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the committee may consider one or more of the highest-ranking Proposals. But the committee may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the committee believes is critical to the success of the RFP's objectives. When this is so, the committee may reject that Proposal and consider lower ranking Proposals. But before doing so, the committee must notify the Offeror of the situation and give the Offeror an opportunity to cure the critical mandatory requirement.

If the Offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. But if the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The committee then may continue to consider the other remaining Proposals, including, if the committee so chooses, Proposals that ranked lower than the rejected Proposal.

Financial Ability: Part of the Proposal evaluation criteria is the qualifications of the Offeror, which includes as a component the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all Offerors. But if it does not make this an express requirement, the evaluation committee may still insist that an Offeror submit audited financial statements for the past 3 years if the committee is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight the committee assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Project. But if the evaluation committee believes the Offeror's financial ability is not adequate, that decision will be a fatal one for the Offeror's Proposal, and the committee may reject the Proposal despite its other merits.

Interviews, Presentations and Demonstrations: The evaluation committee may require top-ranking Offerors to present a demonstration to the committee. Such presentations provide the evaluation committee an opportunity to test and probe the professionalism, qualifications, skills and work knowledge of the top-ranking Offerors.

The demonstrations will be scheduled and held in a place at the discretion of the evaluation committee. At its own expense, the Offeror must be available on-site within six working days following the Secretary's notification.

The evaluation committee may record any presentations, demonstrations and interviews.

Determination of Responsibility: The Evaluation Committee may review the highest-ranking Offerors from the evaluation to ensure that they are responsible. The contract may not be let to an Offeror that is determined not to be responsible. The evaluation committee's determination of a Offeror's responsibility may include the following factors: the Offeror's experience, the Offeror's past conduct on previous contracts, the Offeror's past performance on previous contracts, the Offeror's management skill, the Offeror's compatibility with the agency for which Ohio Secretary of State has issued this RFP and the Offeror's ability to execute the contract properly.

Contract Negotiations: The final phase of the evaluation process may be contract negotiations. If so, negotiations will be scheduled at the convenience of the committee. The selected Offeror(s) must negotiate in good faith.

Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Offeror's Proposal, as appropriate. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

But should the evaluation process have resulted in a top-ranked Proposal, the committee may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the committee may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror.

Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

If the committee decides to negotiate with one or more of the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, the committee will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Auction techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

Following negotiations, the committee may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which the committee conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the committee need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once; unless the committee makes a written determination that it is in the Secretary's interest to conduct additional negotiations. In such cases, the committee may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, the Offeror's previous Proposal will be considered the Offeror's best and final Proposal.

It is entirely within the discretion of the committee whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The committee is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the committee wants to negotiate, and to dispense with negotiations entirely.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the Secretary to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

Failure to Negotiate: If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Secretary may terminate negotiations with that Offeror and collect on the Offeror's bid bond, if a bid bond was required in order to respond to this RFP (see Part Two: Project & Contract Administration for details regarding bond requirements).

PART FIVE: AWARD OF THE CONTRACT

Contract Award: The Secretary plans to award the Contract for the Project as soon as practicable following selection of a proposal on May 16, 2003, if the Secretary decides the Project is in its best interests and has not changed the award date.

The contract, once executed will not be binding on the Secretary until the Secretary issues a purchase order and all other prerequisites identified in the contract have occurred.

The Secretary expects the Contractor to commence work within 3 working days after the Secretary issues a purchase order under the Contract.

Contract: If this RFP results in a Contract award, the Contract will consist of this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is attached as a one (1) page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, purchase orders, change orders, and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: PROJECT REQUIREMENTS

This section describes the Project and what the Contractor must do to properly complete the Project implementation. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"). And it gives a detailed description of the Projects schedule.

Scope of Work:

Purpose and Expectations: The solution provided will comply with HAVA requirements by creating a centralized Voter Registration File that is the single source for voter registration information, accessible by any election official via the internet, is updated by local election officials at County Board of Election sites, allows for the creation of poll books that are in synchronization with the voter registration file, uses the same application from each County to update the Central Voter Registration File, allows the Secretary to provide data to each County to support federal elections administration activities by the County, and provides a process for validating and authenticating voter registration data against data resources from other state agencies.

The Secretary desires a solution that is cost-effective and easy for County and State staff to use.

Deliverables:

Project Schedule: The project plan submitted with the proposal will be reviewed with the Secretary's Project Manager. Agreed upon revisions must be made to the submitted plan for approval by the Secretary's Project Manager. Once the revised project plan is completed, it will serve as the official project plan. This plan will be used as the bases for the Contractor's weekly project report.

Design Document: Offeror must provide a detailed design plan that documents how the solution will function to meet or exceed the requirements of this Project. If the Offeror is providing a product solution, the Offeror must distinguish between base product functionality and custom code, to include how and which customized code will be utilized in the solution.

Test Plan: The Contractor must identify all test requirements and develop detailed test plans and procedures for the system. All test methods, procedures, and steps must track to the Secretary's functional requirements. A detailed test plan must include at least the following:

- System development test results that includes a recap of development test activities;
- A system description, testing schedule;
- Test specifications and evaluation that includes a test function relationship matrix; testing methodologies and constraints, test data criteria and test data reduction; and
- Test description that includes test control information and test procedures.

Performance Testing: The Contractor must provide the system to the Secretary for a period of ten (10) calendar days to allow for Secretary staff to test the system. During the ten (10) day period, the Secretary will conduct User Acceptance Testing. An on-line performance test of thirty-(30) calendar days will be conducted before final acceptance and after User Acceptance testing. The Contractor will be responsible for fixing all problems reported through the use of the system.

Quality Assurance: Quality assurance policies will be documented and executed to ensure the quality of data conversions. No voter registrant files can be lost or corrupted during the conversion process. Sample conversion files will be provided to each county for validation of

accuracy of conversion. In addition, staff from the Secretary's office will participate in quality reviews.

Documentation and Training: The Offeror must provide documentation for the system. Training materials must include a users manual and an administration manual.

Final Acceptance: Final Acceptance must be completed by December 1, 2003.

Special Maintenance Standards: For one year after final acceptance, vendor will be required to provide technical support for Secretary personnel from Monday through Friday, 6:00 A.M. until 6:00 P.M. Eastern Time.

The Contractor's Fee Structure: The Contractor will be paid time and materials for products delivered (software, hardware, professional services, training, maintenance, etc) up to the bid price.

Source of Funding: Federal Government

Reimbursable Expenses: None.

Bill to Address:

Ohio Secretary of State
Dilip C. Mehta
Chief Financial Officer
180 East Broad Street, 17th Floor
Columbus, OH 43215

Permits the Secretary Will Obtain: None

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

Proposal Format: Each Proposal must include sufficient data to allow the Evaluation Committee to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Cover Letter
- Offeror Profile
- Work Plan
- Staffing Plan
- Development Capabilities
- Development Methodology
- Requirements Sheet
- Project Management Methodology
- Project Schedule
- Support Requirements
- Contract Performance
- Conflict of Interest
- Proof of Insurance
- Payment Address
- Cost Summary
- W-9 Form
- Contract

Cover Letter: The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the work;
- e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 1. The subcontractor's legal status, tax identification number, and principal place of business address;
 2. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations;
 3. A description of the work the subcontractor will do;
 4. A commitment to do the work if the Offeror is selected;

5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP; and
- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.

Offeror Profile: Each Proposal must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in work directly related to the Project; and any other background information that will help the evaluation committee gauge the ability of the Offeror to successfully complete the Project.

The Offeror must also include three references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Project. These references must be from projects that were completed within the past two years. This RFP includes a reference form as an attachment. The Offeror must use this form and fill it out completely for each reference.

Each reference must be willing to discuss the Offeror's performance on the reference project with the evaluation committee.

Work Plan: The Offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The Secretary encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done well. The Offeror must also provide a complete and detailed description of its approach to the Project.

The Secretary seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Offeror will be prepared to quickly undertake and successfully complete the required tasks. The Offeror's work plan should clearly and specifically identify personnel assignments and the number of hours by individual for each task.

Staffing Plan: The Offeror will identify a Project Leader, who will act as the main contact for the project. The Offeror must provide a resume for the proposed Project Leader.

Development Capabilities: Each Offeror must describe its capability, capacity, and plans for developing the Deliverables. The Offeror must also indicate how it will identify and notify all applicable parties of any problems anticipated in the delivery of services or deliverables. The Offeror must also provide a contingency plan that describes the process that will be used to rectify or alleviate the problems.

Development Methodology: The Offeror must outline the proposed development methodology. Methodologies that rely on customizing existing solutions are welcomed. Specifically, the Offeror will describe the purpose, objectives, approach, methods, and specific work steps to complete the engineering, or design, portion of the Project. The Offeror will also address potential problem areas, technical risks, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

Of particular importance are the Offeror's testing strategies for solution, systems, user acceptance, volume, and regression testing. The Offeror must also fully describe these Deliverables.

Requirements Sheet: Vendors are required to reproduce the Requirements form in Supplement 2, System Requirements. Offeror's must indicate whether requirement is "Existing Functionality/Technology," an "Enhancement," or "Will Not Provide." Requests requiring a more detailed response are free text.

Supplement 2 provides the criteria that responding Offerors will be scored on. Offerors must address each item or question within the list. If an Offeror fails to respond to any item or question, the Committee may eliminate the Vendor's proposal from further consideration.

Project Management Methodology: The Offeror must describe the approach, method(s), and specific work steps it plans to use to complete the Project. After award, the Management Plan will become the selected Offeror's master plan to fulfill the Contract. It will incorporate other plans required by this RFP.

The Management Plan must be as complete as possible at the time of submission. It must:

- a. Describe the Offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
- b. Describe the methodologies, processes, and procedures the Offeror's proposed organization(s) will follow to develop the Project.
- c. Define the milestone review processes (e.g. critical design review), and describe how communication and status review will be conducted between all parties.

The Offeror must also describe the Project reporting procedures required for the successful completion of the Project. And the Offeror must address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

If the Offeror chooses to use any subcontractors, this part of the Offeror's Proposal must describe its approach to effectively managing its subcontractors.

Project Schedule: The Offeror will provide a detailed Project schedule for all Project milestones and Deliverables. The Project schedule should be delivered as a Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule should clearly demonstrate how the Project will be fully operational by December 1, 2003. The Offeror must give dates for when the Deliverable(s) will be completed. The Offeror will also identify and describe all risk factors associated with the forecasted milestone schedule.

Support Requirements: During the development of the system, the Secretary will provide space to facilitate meetings and make subject matter experts available at SOS expense to assist the contractor in gathering the information necessary to develop, design and implement the system in a timely manner. The Secretary will only provide subject matter experts at SOS expense when the experts have been previously approved by the Secretary in writing or the subject matter experts are employees of the Secretary.

The Offeror must describe the support it wants from the Secretary other than what the Secretary has offered elsewhere in this RFP. Specifically, the Offeror should address the following:

- Nature and extent of Secretary support required;
- Assistance from Secretary staff and the experience/qualification level required; and
- Other support requirements.

The Secretary may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the Secretary may reject the Offeror's Proposal if the Secretary is unwilling or unable to meet the requirements.

Contract Performance: The Offeror must complete Attachment Five.

Conflict of Interest: Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of that conflict. The Secretary has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Proof of Insurance: In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions.

Payment Address: The Offeror must give the address to which payments to the Offeror will be sent.

Cost Summary: Response to this RFP should include a Cost Summary as an attachment. Offerors may respond in the format of their choice; however, it is recommended that you use the deliverables identified in the "Vendor Timeline" under Part Two – Executive Summary as a guide. Each Offeror must complete a cost summary.

The Offeror's total cost for the entire Project must be broken down for each Deliverable. Pricing should address the mandatory requirements and advanced functionality requirements separately. If providing a proposal that includes additional optional requirements, each module should be priced separately.

The Secretary will not be liable for any costs the Offeror does not identify in its Proposal.

State Term Contract

Please respond to the following:

- Do you have a State Term Contract? What is your State Term Contract number?
- What services does your State Term Contract permit?
- Please provide contact information for your company.
- Who is authorized to sign the RFP if awarded to your company?

W-9 Form: The Offeror must complete the attached W-9 form in its entirety. At least one (1) original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS

PROJECT & CONTRACT ADMINISTRATION

Related Contracts: The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the Secretary to perform substantially identical services for the Secretary such that the Project duplicates the work done or to be done under the other contracts.

Subcontracting: The Contractor may not enter into subcontracts for the Project after award without written approval from the Secretary. But the Contractor will not need the Secretary's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The Secretary's approval of the use of subcontractors does not mean that the Secretary will pay for them. The Contractor will be solely responsible for payment of its subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the Secretary harmless for and will indemnify the Secretary against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Secretary will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if both the subcontractor and the Contractor are bound by them. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the Secretary in any way, the Contractor will indemnify the Secretary for the damage.

Record Keeping: The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. And the Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the date of this Contract unless the Secretary has given specific written authorization for making prior payments from the Project Account.

Audits: During the term of this Contract and for 3 years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the Secretary may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the Secretary's duly authorized representatives and any person or organization providing financial support to the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology need to access the records to the Contractor's office nearest Columbus whenever the Secretary or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed 5 business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the Secretary, the Secretary will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Equal Employment Opportunity: During the Project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that is an equal opportunity employer.

Insurance: The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one occurrence.

The Contractor also must furnish a certificate of insurance to the Secretary for the required coverage evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to the Secretary as to the contents of the policies and the quality of the insurance carriers. The certificate must also:

- (a) Provide 30 days' notice to the Secretary before cancellation.
- (b) Have an endorsement providing that the insurance is primary insurance and over any coverage held by the Secretary.
- (c) List the Secretary as an additional insured.

Bond: If the RFP provides a dollar amount for a performance bond, the Contractor will provide the Secretary with a performance bond in that amount within 5 business days after execution of this Contract. The performance bond will serve as an assurance that the Contractor and all of its subcontractors will comply with all the requirements of this Contract. The performance bond will also indemnify the Secretary against all direct damages it suffers from any failure of the Contractor to properly perform. A company authorized by Ohio's Department of Insurance to do business in Ohio must issue the bond. Failure of the Contractor to provide the performance bond on or before the date it is required to be delivered to the Secretary will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause.

The bond will remain in effect for the duration of this Contract and any extensions of this Contract's initial term.

The terms of the bond must reflect the terms of this section, or the Secretary will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

The Contractor will be solely liable for all the costs associated with getting and keeping the performance bond in place.

Secretary Personnel: During the term of this Contract and for 1 year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any Secretary employee involved with the Project.

Replacement Personnel: If the RFP contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the Secretary's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the Secretary, except as provided below.

The Contractor may remove a person listed in the RFP from the Project if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the Secretary 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in the RFP. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for 2 replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the 2 resumes, along with such other information as the Secretary may reasonably request, within 5 business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The Secretary will select 1 of the 2 proposed replacements or will reject both of them within 10 business days after the Contractor has submitted the proposed replacements to the Secretary. The Secretary may reject the proposed replacements for any legal reason(s). Should the Secretary reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide 2 qualified replacement candidates for each removed or unavailable person, the Contractor will be in default. Further, the cure period for default specified elsewhere in this Contract will not apply to a default under this paragraph. In the event of such a default, the Secretary will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The Secretary may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value of the Secretary perceived through the work of the original individual(s) the Contractor proposed and on whose credentials the Secretary decided to enter into this Contract. Therefore, the Secretary will have the right to reject any candidate that the Secretary determines will provide it with diminished value.

Should the Secretary reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection will be deemed a termination for convenience.

The Secretary has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The Secretary also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The Secretary, therefore, will have the right to require the Contractor to remove any individual working on the Project if the Secretary determines that any such individual has or may interfere with the

Secretary's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above the replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the RFP.

Suspension and Termination: The Secretary may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The Secretary may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the Secretary that the Contractor's performance is substantially endangered through no fault of the Secretary. In any such case, the termination will be for cause, and the Secretary's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the Secretary will have the right to terminate this Contract. The Secretary may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the Secretary has notified the Contractor in writing of the Contractor's failure to meet any of its obligations 3 times. After the third notice, the Secretary may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The 3 notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The Secretary may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the Secretary may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the Secretary. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the Secretary at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the Secretary with its report. But, if delivery in that manner would not be in the Secretary's interest, then the Contractor will propose a suitable alternative form of delivery.

If the Secretary terminates this Contract for cause, it will be entitled to cover for the Project by using another contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the Secretary for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the Secretary would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the Secretary, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such with the invoice reflecting the amount determined to be owing to the Contractor by the Secretary. The Secretary will make that determination based on the

lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

The Secretary will have the option of suspending rather than terminating the Project where the Secretary believes that doing so would better serve its interests. In the event of a suspension for the convenience of the Secretary, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the Secretary reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the Secretary resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the Secretary from the default, or other event, giving rise to the suspension.

In the case of a suspension for the Secretary's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Secretary's convenience. The Contractor will not be entitled to compensation for any costs associated with a suspension for the Secretary's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the Secretary and will resume work only on written notice from the Secretary to do so. In any case of suspension, the Secretary retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the Secretary, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The Secretary will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the Secretary's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the Secretary's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Secretary for any liability to them. Each subcontractor will hold the Secretary harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

Representatives: The Secretary's representative under this Contract will be the person identified on the RFP or a subsequent notice to the Contractor as the "Project Representative." The Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Project Representative may assign a manager responsibilities for individual aspects of the Project to act as the Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified on the RFP as the "Project Manager." The Project Manager will be the liaison with the Secretary under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of the Secretary if s/he is identified in the RFP as a key individual on the Project.

Project Responsibilities: The Secretary will be responsible for providing only those things expressly identified, if any, in the RFP. If the Secretary has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an “as is” basis.

Normal working hours on Secretary property are Monday through Friday, except for Secretary holidays, from 8:00 a.m. to 5:00 p.m., Eastern Standard Time, with a one- (1) hour for lunch. The Contractor must plan to work within these time constraints.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, require installation on the Secretary’s property, the Secretary will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Project Representative.

The Contractor will provide a written report to the Project Representative at least as often as the end of every other week throughout the term of the Project, or as otherwise provided in the RFP. The reports will include the number of hours worked by task and a percentage-to-completion rate, if applicable, as well as any other special requirements in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, state, or Federal agency for the Project.

Changes: The Secretary may make reasonable changes, within the general scope of the Project, in any one or more of the following: (i) Project tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. The Secretary will do so by issuing a written order under this Contract describing the nature of the change (“Change Order”). Additionally, if the Secretary provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the Secretary. Scope of work changes will be managed as follows: pricing will be provided from the Contractor to the Secretary. The Secretary will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor’s Fee or the performance schedule for the Project. Within 5 business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the Secretary in writing and request an equitable adjustment in the Contractor’s Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the Secretary of the claim within 5 business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the Secretary be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the Secretary and the Contractor has complied with the requirements of this section. Provided the Secretary has complied with the

procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's fee is appropriate, the Secretary and the Contractor may agree upon such an adjustment. If the Secretary and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order will then be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. But if the change involves removing a requirement from the Project or replacing one part of the Project with the change, the Secretary will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The Secretary will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

Excusable Delay: Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are under the Contractor's control will be considered controllable by the Contractor, with the exception of third-party manufacturers supplying commercial items and entities over who Contractor has no legal control.

Independent Status of the Contractor: The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT FOUR: VENDOR REFERENCE FORM

A. OFFEROR PROFILE

The Offeror must provide references to demonstrate its experience (or the experience of any proposed subcontractor) in providing the service specified in this Request for Proposals. Scores will be based upon the vendor's previous experience and references (including that of partners or subcontractors.) The Offeror must provide references for, and a description of, all work performed in the past five (5) years relating to the services being offered.

A sample form is included in this attachment. The offer must use this form and fill it out completely for each reference. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's proposal.

B. REFERENCES

Vendor (Subcontractor/Partner) Name(s): _____

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning date of Project: Month/Year	Ending Date of Project: Month/year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning date of Project: Month/Year	Ending Date of Project: Month/year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning date of Project: Month/Year	Ending Date of Project: Month/year
Description of related services provided:		

ATTACHMENT FIVE: CONTRACT PERFORMANCE

The Offeror must provide the following information for this section for the past five (5) years. Please indicate “Yes” or “No” in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must Submit full details, including the other party’s name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s)
	The Offeror, has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.

If the answer to any item is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the evaluation committee, such an answer and a review of the background details may result in a rejection of the Offeror’s proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Offeror’s performance on the project, and the best interests of the Secretary.

SUPPLEMENTAL

INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in the supplement.

SUPPLEMENT 1

W-9 FORM

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name _____

Business name, if different from above _____

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ _____ Exempt from backup withholding

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	_____
or	
Employer identification number	_____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (*individual/sole proprietor, corporation, etc.*).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



SUPPLEMENT 2

SYSTEM REQUIREMENTS

SUPPLEMENT 2

SYSTEM REQUIREMENTS

In the section below, document the proposed system's ability to provide the requirement. Provide detailed descriptions, where appropriate.

Requirements

The Secretary of State (SOS) of Ohio has identified three (3) sets of mandatory requirements needed to comply with the Help America Vote Act (HAVA). They include functional, technical and data conversion requirements. In addition, a fourth set of requirements relating to your proposed solution and its interaction with county Board of Election administration systems have been identified. This fourth set of requirements is considered optional. However, the centralized voter registration list has basic applications in election administration and vendors are encouraged to consider how these systems will interact. The requirements for each area are identified below.

Functional Requirements

Functional requirements address the business needs the system must satisfy. To meet the HAVA requirements, the system application **must** provide the following capabilities (all fields are mandatory unless otherwise indicated):

Voter Registration File

Mandatory Requirements	Existing Functionality/ Technology	Enhancement	Will Not Provide
Capacity to handle current and future voter registration files volumes			
Capture and report on type of registration being filed. Options include: <ul style="list-style-type: none"> ➤ Cancellations, or ➤ New registration, or ➤ Address change, and/or ➤ Name change 			
Ability to store unlimited number of records containing voter's name, address and voting history			

Mandatory Requirements	Existing Functionality/ Technology	Enhancement	Will Not Provide
<p>Data entry of the following fields:</p> <ul style="list-style-type: none"> ➤ Last name ➤ First name ➤ Middle name or initial (optional) ➤ Jr., II, etc (optional) ➤ House number and street address <ul style="list-style-type: none"> ○ PO Boxes are not permitted, system should edit if entered ➤ Apartment or lot number (optional) <ul style="list-style-type: none"> ○ PO Boxes can be entered in this field ➤ City or Post Office ➤ Zip Code <ul style="list-style-type: none"> ○ Perform error checking to ensure valid zip code entered ➤ Additional rural or mailing address (optional) ➤ County where applicant lives ➤ Birth date <ul style="list-style-type: none"> ○ Must be entered in MMDDYYYY format ➤ Birthplace city ➤ Birthplace state ➤ Social security number (optional) <ul style="list-style-type: none"> ○ Provide a “Not Provided” button to indicate SS number not given ○ Allow for entry of last four (4) digits only or all nine (9) digits ➤ Phone number (optional) ➤ Drivers license number (optional) <ul style="list-style-type: none"> ○ Provide a “Not Provided” button to indicate drivers license number not given ➤ If the form is being submitted for purposes of changing addresses, the following is required: <ul style="list-style-type: none"> ○ Previous house number and street ○ Previous city or Post Office ○ County ○ State ➤ If the form is being submitted for purposes of changing names, the following is required: <ul style="list-style-type: none"> ○ Former legal name ➤ Date of entry (system assigned) 			
<p>Workflow should be as diagramed in Supplement 3</p> <ul style="list-style-type: none"> ➤ County enters information from voter registration card ➤ Record is assigned an “in process” status ➤ Record is transmitted to SOS <ul style="list-style-type: none"> ○ Transmission, including update to database and return code to user, should not exceed 3 seconds ➤ SOS receives record ➤ System applies duplicate logic review across all counties, including checks on: <ul style="list-style-type: none"> ○ Last name ○ Date of Birth ○ Social Security number ○ Driver’s License number ○ First name ○ Duplicate logic can run in the background while data entry staff is entering the next registration ➤ If record is <u>not</u> a duplicate: 			

Mandatory Requirements	Existing Functionality/ Technology	Enhancement	Will Not Provide
<ul style="list-style-type: none"> ○ The system assigns a unique ID to the record <ul style="list-style-type: none"> ▪ Do not allow duplicate ID numbers to be assigned ▪ Unique ID can not be the social security number ▪ Unique ID should follow registrant throughout life of registration ○ Update the voter registration file ○ Return an acknowledgement transaction, containing the unique ID, to the County ➤ The county record is updated with the unique ID number and the record status is changed to “active” ➤ If the record is a duplicate: <ul style="list-style-type: none"> ○ And matches dup criteria exactly: <ul style="list-style-type: none"> ▪ Do not allow the record ○ Only matches some of the dup criteria: <ul style="list-style-type: none"> ▪ Flag the record as such ▪ Send a notification (can be in the form of a report, email, etc) to the County that the registrant is moving from letting them know of the potential duplicate <ul style="list-style-type: none"> • Provide mechanism for removing flag if County determines no duplicate exists ▪ Assign a unique ID to the record <ul style="list-style-type: none"> • If record is later determined to be a duplicate, provide means to merge records under initial unique ID number and reject dup with duplicate reason code ▪ Do not allow duplicate ID numbers to be assigned ▪ Unique ID can not be the social security number ▪ Unique ID should follow registrant throughout life of registration ➤ Update the voter registration file ➤ Return an acknowledgement transaction, containing the unique ID, to the County ➤ The county record is updated with the unique ID number and the record status is changed to “active” ➤ Provide an indicator on the system for method of receipt of registration. Options include: <ul style="list-style-type: none"> ○ Walk in ○ Mail in ○ Online, real-time updates between Counties and SOS ○ FPCA ○ EFPCA 			

Mandatory Requirements	Existing Functionality/ Technology	Enhancement	Will Not Provide
<p>Security</p> <ul style="list-style-type: none"> ➤ See technical requirements for additional security requirements ➤ Prevent unauthorized use through access to secured data or ability to add/modify/delete data without proper permissions ➤ Allow for the following roles: <ul style="list-style-type: none"> ○ Data entry only ○ Data entry, edit and delete ○ View only <ul style="list-style-type: none"> ▪ For view only, block social security number from user ○ Create an audit trail of all activity related to a record <ul style="list-style-type: none"> ▪ Date entered ▪ User ID ▪ Date updated ▪ Date deleted <ul style="list-style-type: none"> • Assign deletion reason codes • Deleted records should be moved to a “delete” file and kept for a pre-determined timeframe before permanent deletion 			
Provide mechanism for tracking registrant contacts to County or SOS (inquiry tracking)			
Provide methodology for access to signature files			
Provide the ability to create the following reports:			
<p>Management reports</p> <ul style="list-style-type: none"> ➤ For SOS <ul style="list-style-type: none"> ○ By County, create a report that shows last date updates were sent and the number of records updated ○ Provide detail of records sent on demand. Detail includes: <ul style="list-style-type: none"> ▪ Registrant last name ▪ Registrant first name ▪ Registrant address ▪ Last four (4) digits of SS number ▪ Drivers license number ▪ User ID of person who completed the data entry ○ Error reports for records that do not make it to the database <ul style="list-style-type: none"> ▪ File (roll up of detail) <ul style="list-style-type: none"> • Files received • Number of errors ▪ By county <ul style="list-style-type: none"> • Files received • Number of errors ▪ Detail <ul style="list-style-type: none"> • By county 			

Mandatory Requirements	Existing Functionality/ Technology	Enhancement	Will Not Provide
<ul style="list-style-type: none"> • Errors received, by category • Sub-totals • Totals • Grand total ○ Report for BMV validation ○ Monthly recap report: <ul style="list-style-type: none"> ▪ Report should show the number of voters by political party ▪ Statewide voter file ▪ Countywide voter file ▪ District-wide voter file <ul style="list-style-type: none"> • This file must span county borders ○ SOS must be able to create any report/file that the counties are able to create using data from the voter file ➤ Counties <ul style="list-style-type: none"> ○ Voter lists <ul style="list-style-type: none"> ▪ Name (last name, first name) ▪ Precinct ▪ County ○ Walking list sorted as follows: <ul style="list-style-type: none"> ▪ Street name ▪ House number ▪ Odd/even (all odd number houses on a street grouped together and vice versa) ▪ Voter history <ul style="list-style-type: none"> • Partisan • Frequency ○ Precinct lists ○ District lists ➤ All reports must be available in hard copy or electronically ➤ Poll Worker report for signature book for registrants that do not provide SS number or drivers license number (alert Poll Worker of need to check ID) ➤ Others/ad hoc ➤ Social Security number must be able to be blocked from all reports <ul style="list-style-type: none"> ○ Last 4 digits may be viewable to appropriate security levels ➤ Social security number must be encrypted <ul style="list-style-type: none"> ○ Allow access to social security number based on roles, permission ➤ System must provide the ability to easily add fields that are mandated by the Federal Government, State Government or prescribed by the Secretary of State <ul style="list-style-type: none"> ○ SOS is taking part in the Secure Electronic Registration & Voting Experience (SERVE) and may require additional fields based on this committee's findings. 			

Technical Requirements

Respond to the following:

System Architecture

- Explain the basic architecture of the system supporting the solution (standalone, server/multi-user, 3-tier architecture, client/server)? Provide a system topology diagram.
- Is the system developed in a services architecture approach?
- How can we access your services? How can you access our services? Do you offer an open, component-based architecture?
- Describe client architecture.
- Describe the application architecture.
- Describe the physical architecture. Identify all applicable server components: web, application, database, communication.
- Describe any opportunities or limitations for consolidation of server components with other applications.
- Describe how referential data integrity will be maintained, if applicable.
- Describe messaging architecture and support for standard messaging protocols.
- Describe any capabilities within the solution to manage customer contact information.

Technical Environment

Provide the following details for all components required for each of the following environments: Development, Test, Acceptance, and Production. Provide minimum and recommended requirements:

- What are the operating system requirements? What are the minimum level versions supported?
- Describe any support within the solution for Storage Area Networks (SAN) or Network Attached Storage (NAS) disk management systems.
- What system software is needed to run the solution? What versions are supported?
- What third-party co-resident software is needed to run the solution? What versions are supported?
- What are the system architectural requirements for printing?
 - Does the vendor's solution provide both network and local printing capabilities?
- What hardware platforms are supported? Please recommend your preferred platforms and describe the degree of customer experience you have with each.
- What database platforms are required? Supported?
- What application servers do you support? What are the communications requirements for the system?
 - Identify network protocol required.
 - If not TCP/IP, what are your plans to support IP?
 - Describe bandwidth needs.
 - Identify any other LAN/WAN requirements.
- Is the solution capable of optically scanning, storing and retrieving images or any additional documents or pictures as required by the each County?
- Is the solution capable of categorizing an image and associating image with a registrant record and how does your system manage this?
- Is the solution capable of storing images on electronic or optical media?

Development and Integration

- Describe the technical aspects of integrating your solution to a customer's IT environment.
- Describe the development tools utilized by the customer when maintaining your solution. Are the tools based upon open systems technologies or proprietary technologies?
- Can a customer extend your solution? Describe how this is achieved: At the User Interface layer? At the Business Logic Layer? At the Data Access Layer?
- Can the solution be easily integrated to external application services?
- Can other applications interface to this solution as if it were an application service (API via call or message level interfaces)?
- Is source code delivered with the solution?
- Describe what programming languages or programmer toolkits are used to develop, maintain or extend the solution.
- What Industry standard messaging semantics do you support?
- If applicable, describe use of XML within the solution and ability to specify, change XML tags. Also, describe how XML format extensions are used, describe extensibility of the message set.
- If web-based, will the solution seamlessly integrate with other web sites?
- Indicate query-reporting software that is supported or recommended run against the registrant registration data.

Solution Performance

- Describe your approach for scalability. Discuss opportunities and constraints with respect to both vertical and horizontal (distributed systems) scale.
- Describe solution scalability.
- Provide a recommended configuration to support system redundancy.
- Describe any fault tolerance capabilities built within the application or product.
- Is the solution capable of running 24X7X365? What is your average percentage of uptime for a calendar year?
- What are the expected response times for end users accessing reports or online transactions? What are the system throughput for online and batch processing? (e.g. TPS – transactions per second)
- Has the solution been stress tested?
- Has the solution been benchmarked?
- For stress test & benchmark, describe methodology, tools used, and test environment.
- Describe any test scripts utilized by the vendor to for quality assurance testing. What testing tools are utilized during vendor testing? Will the vendor provide their test scripts as part of the contract deliverables?

Security

- Provide network and database security certifications.
- What authentication capabilities are included in the solution?
- What audit trail capabilities are included in the solution?
- What encryption is used in the solution?
- Does the solution require its own user authentication database?
- What authorization (access control) is included in the solution? Describe all that apply - Roles / Rules based, entitlements or hierarchical access levels, page-level security, access to various levels of data defined by user location or role.
- Describe location of user data stores.
- Describe LDAP support / interface capabilities.
- Describe PKI support / interface capabilities.
- Does the solution require Internet connectivity?
- Has the solution experienced any security-related exposures in the past 3 years? Describe the exposures and what corrections were made.

- Can the data be secured by the following? Can this security be in a table format?
 - Field
 - Database table
 - Department
 - Modules
 - Employee classification
 - Inquiry or update authority
 - State whether the system provides database locks, at the table, row or field level.

Vendor/Supplier Support

- What support is standard with the solution?
- Are there extended support agreements beyond the standard support?
- Describe support available after normal work hours.
- Describe the client's technical staff requirements to support the solution in terms of expertise and number of hours/years needed.
 - For SOS
 - For Counties
- Describe back up and recover features of the system.
- Does vendor support require remote access to the system? Is dial-up or Internet access needed?
- Describe the solution/service warranties.

Training

- Describe approach to training staff for eighty-eight (88) counties.
- What documentation is provided for operations staff?
- What documentation is provided for end users?
- What documentation is provided for systems/technical staff?
- Describe report capabilities for both users and technical staff.
- What training is available on-site?
- What training is available off-site?
- Do you have a user group?

Change Management

- Describe the frequency of upgrades and what is involved in an upgrade.
- How are upgrades received, via tape, FTP, etc.
- Describe how customer feedback is used in solution development and enhancement.
- Does the solution interface with industry standard change management tools?
- Describe the change management process used for changes to this solution.

Solution Implementation

- Describe the installation procedure.
- Describe the standard implementation process for this solution.
- List key milestones
- Identify key individuals
- Explain acceptance process
- Indicate when support responsibility and/or ownership transfers

Future Of Solution / Technology Roadmap

- How long has the solution been generally available?
- How many times has the solution been upgraded since it was generally available?
- Provide a company history with emphasis on last five (5) years of performance.
- Describe your 1, 3, and 5-year technology roadmap/blueprint.
- What is the life expectancy of the solution?
- What future enhancements are planned?
- What maintenance is planned?
- What enhancements are planned?
- State your procedures for quality control and testing of new releases, so as not to affect previously installed software.

General Requirements

- Define your work flow
- The operator interface must be a graphical user interface for inquiry only and inquiry update functions.
-
- The solution must create lists, labels, diskettes, and CDs for internal use or for filling public information requests.
- The solution must have the ability to do general queries and ad-hoc queries on multiple data entry fields.
- The solution must export selected data in standardized format for use in producing ad-hoc reports, fixed data or files with currently available software such as Microsoft Access, Excel, Word and other office automation software.
- The solution must be designed to add a registration to the system in less than 3 seconds, with three hundred fifty (350), concurrent users accessing the system. Response time is to start when the operator hits the enter key and ends when it returns with the results screen.
- All components of the proposed solution must be fully integrated.
- The vendor must provide an upgradeable solution. Changes in election laws and practices will mean that significantly large numbers of remote users will need inquiry access to the registrant information system on Election Day.
- If changes to the application are necessary and customization is provided to meet the needs of the Counties by the vendor, the vendor must continue to support the entire application.

Data Conversion Requirements

As part of this project, existing voter files must be converted to the new system. Today, there are eighty-nine (89) offices (Lorain County has 2 offices) serving the eighty-eight (88) counties. Multiple vendors, some with multiple software versions, provide services to the Counties while other counties have created their own voter files in-house. Given this, data conversion will be a major undertaking. Quality of the data conversion must not be compromised; no voter registrant can be lost during conversion. The selected vendor will be expected to accomplish the following:

- Identify where/how data is currently being stored/maintained, by county
- Determine most efficient method for extracting data
- Determine approach for loading data into SOS's newly created centralized file
 - Determine if data transformations are needed
 - If data transformations are needed, determine how to conduct those transformations
- All data captured in the file today must be maintained, including comments
- Generate error files for use by counties to assist in clean up efforts

- Perform multiple iterations of data conversion to address data correction issues
- Provide sample conversion lists to counties for validation of accuracy
- Assign a unique ID to each of the converted records

Please respond to the following:

- Describe plan for addressing data conversion based on requirements above.
- Describe quality assurance policies and quality control procedures to be used to ensure integrity of conversion.
- Describe approach to handling anomalies in files among the various counties (i.e. some counties use the second address field for comments).
 - If a standard mechanism is used to identify data stored in a non-related field (i.e. storage of a driver's license number in the second address field where the driver's license number is prefaced with an identifier such as DL#...), can you pull the data and place in the correct field?
- Describe any capability for public information display and/or retrieval (i.e. public access to precinct location software).
- The vendor must perform the conversion from the existing registrant registration system and file formats.
- The vendor must include a defined and documented approach to internal procedures for testing the accuracy and comprehensiveness of their database conversion operations. This project involves conversion of critical databases. The vendor's proposals must include a clearly defined and documented approach to testing procedures that the vendor will employ during database conversion.

Advanced Functionality

In addition to the mandatory functional requirements listed above, the centralized list has applications and uses that must coordinate or interact with functions of the county Board of Elections. You may address these needs by responding to the items identified below.

The Secretary recognizes there are a wide variety of options possible for meeting the basic needs of the office and county Boards of Election. To meet the functionality standard in the Advanced Functionality section, the Offeror must document how their solution or proposal would be used to satisfy the basic administration functions outlined in that section of the RFP.

Election Management System

In order to support operations of the Counties in election administration, the proposed solution should provide the following functionality. Alternatively, the Offeror may describe how their proposed solution will interact with existing systems to meet basic election administration needs.

Voter Registration with History

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
Split screen image of a scanned registration source document, with data fields appearing below the scanned document image, allowing simple and "at-a-glance" data entry ➤ Allow data entry to be batch or real-time at user's discretion			
Maintain and display an audit trail of all transactions relating to a voter's record including: ➤ User who made the change ➤ The computer used to make the change ➤ Date of the change ➤ Ability to see before and after values of data fields			
Automatic, real-time updates to related data fields in all modules when changes are made			
Provide easy method to override the automatic function that generates a voter registration/notification I.D. card			
Provide audit trail for overrides			
Provide fields for a secondary address, (i.e., post office box) ➤ State the number of address fields available for an individual registrant			
The system must conform to Federal and State of Ohio election laws			
Allow for user defined drop down menus			
All modules containing phone			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
numbers must allow space for the ten-digit phone number			
<p>The system must fully comply with all requirements of the National Voter Registration Act, (NVRA), of 1993</p> <ul style="list-style-type: none"> ➤ Ability to perform NCOA program 			
<p>The system must:</p> <ul style="list-style-type: none"> ➤ Provide an easy method to update the address of the registrant ➤ Insert a new activity date into the record of the registrant, or ➤ If necessary, cancel the voter's record 			
Ability to create postcards for the failure to vote/non-activity supplemental mailing as required by NVRA or export data for this purpose			
Ability to generate the NVRA semi-annual reports required by the Ohio Secretary of State			
<p>Ability to track a registrant from original registration to a possible inactive or cancelled status, as required by NVRA, following these steps:</p> <ul style="list-style-type: none"> ➤ Ability to send or export data for a non-forward-able acknowledgement notice to a registrant who registers or makes a name and/or address change ➤ Ability to send or export data for a forward-able confirmation notice with prepaid, preaddressed return post card to a registrant whose first notice was returned as undeliverable ➤ Ability to determine if a voter has previously been mailed a confirmation card via the NVRA process <ul style="list-style-type: none"> ○ Including ability to remove the voter as a potential recipient of an additional confirmation card 			
<p>Ability to track the mailing date of confirmation notices including:</p> <ul style="list-style-type: none"> ➤ Ability to produce a report that contains a list of registrants who were mailed 			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
confirmation cards ➤ Ability to have the system automatically cancel the records of registrants who fail to respond to the confirmation card mailing within NVRA time limits			
Display, as a part of the voter record, the mailing and return date of the confirmation notice and the type of response			
Include a data field for the recording of generic data and notes for use by the County Board of Elections			

Additional System Functionality

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
Maintain and display, as part of the voter's record, all pertinent districts in which a registrant is eligible to cast a ballot, displaying the districts on the screen			
Ability to change, without reprogramming, all variable selection information for each field of the registrant registration record. These include, but are not limited to: ➤ Precinct name and number ➤ Registration source ➤ Political party ➤ Election districts ➤ Ballot style number ➤ Polling location			
Provide or offer compatibility with a precinct locator street address file structure that ensures compliance with all United States Postal Service abbreviations, and which provides a bi-directional interface with commercially available GIS software (e.g. MAPINFO)			
Reject any registrant with an address outside of established street and house number block ranges			
The street file must produce an alphabetical precinct locator street address range report that			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<p>shows the major districts associated with the block range, (i.e., Congressional District, Ohio State House and Senate Districts, School District and any City Council Districts as well as any other miscellaneous districts). The name and/or number of the district must be spelled out</p>			
<p>The street file addresses should be segmented as follows:</p> <ul style="list-style-type: none"> ➤ Street number ➤ Street number suffix ➤ Street direction code ➤ Street name ➤ Street type ➤ Unit type and number ➤ City and State ➤ Zip code ➤ Zip +4 			
<p>Provide the ability to search for registrant information by any combination of the following criteria:</p> <ul style="list-style-type: none"> ➤ Registrant I.D. number ➤ Last name, first name, middle initial or suffix ➤ Date of birth ➤ State of birth ➤ Street name or number ➤ Social security number ➤ Ohio Driver's License # ➤ Registrant status ➤ Precinct 			
<p>Signature rosters (poll books) if produced by the system must include the following specifications and be able to perform the following tasks:</p> <ul style="list-style-type: none"> ➤ Split each signature roster into a specified number of books or a specific letter range ➤ Split the signature roster and list different political subdivisions in the same signature roster ➤ Print bar codes on the signature roster ➤ Generate a missing signature report at the completion of signature roster printing ➤ Include a page(s) for provisional registrants 			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<ul style="list-style-type: none"> ➤ Export digitized signature in all multiple file formats ➤ Provide an option to print signature rosters or the signatures individually internally, or outsource the production of these document sets ➤ Notify poll workers of need to check ID of registrant if no SS number or driver's license number is entered on voter registration system 			
Ability to suppress sensitive information, (i.e., social security number or registration source), on screens, reports or files being made available to the public			
<p>Check registrant's date of birth to ensure that when registering, the registrant will be 18 on or before the date of the next election</p> <ul style="list-style-type: none"> ➤ Provide ability to enter, save and activate automatically a seventeen (17) year old registrant's record on the date when they are eligible to vote 			
The system should not permit entry of invalid data, (i.e., an alpha character in a numeric field, a numeric character in an alpha field, a date of birth year of 3900).			
<p>If a registrant with a status of cancelled should reregister, the system must not permit reactivation of the cancelled registrant record</p> <ul style="list-style-type: none"> ➤ Re-registration application should be treated as a new registrant record, generating a new I.D. number 			
The system must allow for the easy addition of a political party			
Any change in a registrant's party affiliation must immediately be reflected in all modules of the system			
System security must limit the number of users that can change a registrant's party affiliation or other fields			
The system should have a wild card feature, e.g., ability to check name or street match by spelling first and last letters of name or			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
street ➤ Provide ability to check phonetic equivalent of registrant name			
A correspondence tracking feature in the system should: ➤ Allow all correspondence received with the registration card to be electronically attached to the registrant's record by means of scanning the document or notation, if generated by the system, and held pending resolution of a problem ➤ A record of correspondence sent should become part of registrant's history ➤ There should be an audit trail of all correspondence sent			
Allow for handling problem registrations, i.e. incomplete, ineligible, no signature, etc., through use of system generated correspondence based on reject codes or export data for this purpose			
Provide three separate files available for look-up: ➤ Registered Registrants – through SOS's centralized file ➤ Cancelled/Archived Registrants ➤ Duplicate flagged records			

Voter Registration and Signature Imaging

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
Ability to scan and store entire registration cards or link centralized (state) list data with local (county) signature and registration data source			
If proposed solution provides for scanned signatures, ability to automatically isolate and store digitized signatures separately from the scanned registration card			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
If proposed solution provides for scanned signatures, ability to move, rotate and resize the signature including an easy way to edit signatures including erasing any unnecessary information			
If solution provides for signature storage, the signature must appear on the main registration screen via single mouse click, but concealed when the record is originally queried/selected in the database			
If solution provides for signature storage, the digitized signature must immediately be available to all modules of the registrant registration system			
If solution provides for signature storage, the digitized signature must be exportable in electronic formats			

Absentee Voting

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
Ability to process multiple elections simultaneously			
If providing an election management module, do not permit an application for an absentee ballot to be entered into a registrant's record if the precinct where the registrant resides is not involved in the election			
If providing an election management module, do not permit an application for an absentee ballot to be entered into a registrant's record if the political party ballot request of the registrant is not involved in the election			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
Inclusion of data field and a notice that a registrant has applied for an absentee ballot or is a provisional registrant			
For absentee ballot management, the system must track a minimum of three dates: <ul style="list-style-type: none"> ➤ Ballot request date ➤ Ballot mail date ➤ Ballot return date 			
If providing an election management module, absentee ballot style must be assigned by the system			
If providing an election management module, ballot styles shall be printed on absentee labels and should also appear on any system generated absentee correspondence			
Provide ability to print absentee labels and correspondence to standard specifications or the ability to export data for this purpose			
The centralized list must identify when a registrant has applied for an absentee ballot and pair this data with signature data produced in poll books for use at precinct			
Do not allow a second absentee ballot request for an election unless the first request has been cancelled			
Do not allow a duplicate absentee ballot number to be issued or entered into the system			
If providing a correspondence tracking feature, include the ability to scan an absentee application, attaching the application to the registrant's record			
If providing a correspondence tracking feature, include an easy method to delete absentee application images once an election has been closed and balanced			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<p>Automated generation of absentee registrant reports for reasons listed below and produce statistical reports, either hard copy or on the screen:</p> <ul style="list-style-type: none"> ➤ Number of requests received ➤ Number of ballots sent ➤ Number of ballots returned 			
<p>Provide the ability to link registrants to a nursing home based on address, and place a flag showing the status of nursing home absentee registrant</p>			
<p>Provide efficient means to track the address of a nursing home facility and generate a report of registrants at the facility</p> <ul style="list-style-type: none"> ➤ Vendor should more completely describe nursing home absentee balloting management processes in this section 			
<p>Any solution should provide data for creation of absentee ballot request reports and labels. If providing an election management solution, all absentee labels generated for the public should contain the candidate or issue name in the report heading</p> <ul style="list-style-type: none"> ➤ Produce a report showing the selection criteria and the fee to be charged for the report ➤ Provisional, counter absentee and nursing home/institutional registrants are to be excluded from the public labels ➤ Report criteria should print on the first row of labels ➤ Absentee labels should be capable of being emailed 			
<p>Generate a report of registrants, by precinct, that apply for an absentee ballot after the signature rosters</p>			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<p>are printed</p> <ul style="list-style-type: none"> ➤ The heading of this report must contain instructions for the poll workers as how to mark the poll books for supplemental absentee registrants 			

Petition Processing

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
Record the requirements needed to validate signatures based on jurisdiction or district of the petition or describe how your solution will interact with existing systems and methods			
Permit verification of multiple concurrent petitions or describe solution's interaction			
Allow multiple operator verifications of a single petition or describe solution's interaction			
If providing an automated solution, allow a Democrat to run as a Republican, or vice versa			
If providing an automated solution, allow independent registrants to sign a partisan petition			
Process petitions filed by minor party candidates or describe solution's interaction			
If providing an automated solution, accept name alterations, (e.g. Tom for Thomas)			
If providing an automated solution, allow for registrant retrieval by name or address. Once the registrant record is located, the signature should appear on the screen so the system user can validate the signature and flag the registrant record as a valid or invalid signature			
If providing an automated solution, when a duplicate signature is found on a petition, the system should show the page number where			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
the original signature can be found, then decline the duplicate signature. The system should alert the operator to the duplication			
The system should not verify signatures of cancelled registrants if providing an automated solution			
If an inactive registrant signs a petition, this constitutes activity on the part of the registrant, and their voting record should be returned to active status after the signature is validated			
The screen must show a running count of validated registrant signatures and alert the user when the required number of signatures has been reached if providing an automated solution			
If providing an automated solution, the system should be able, via user-defined tables, to generate signature acceptance/rejection codes or categories (such as verified, duplicate signatures, non-registered registrants, etc.)			
Provide a table for user-defined signature rejection reasons if providing an automated solution			
The system should have the ability to scan a petition, attach it to a candidate's record and manage the documents if providing an automated solution and correspondence tracking feature			
The system must generate a list of candidates filing petitions if providing an automated solution			
During petition verification, registrant signatures should be automatically displayed on the monitor with the registrant's record information if providing an automated solution. No need to change screens to look at the signature			

Polling Location Management

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<p>The system must be able to record the following basic information:</p> <ul style="list-style-type: none"> ➤ Polling location name ➤ Polling location address ➤ Polling location phone number <p>If providing an election management solution, the following additional information is also desired:</p> <ul style="list-style-type: none"> ➤ Renter information (complete with contact name, address (2 blanks), and 2 phones; additional emergency phone) ➤ Payee information (complete with contact name, address (2 blanks) and 2 phones; additional emergency phone) ➤ Contact person for set-up & take down <ul style="list-style-type: none"> ○ Time & date of set up & take down ○ Location of set up & take down ○ Ability to note when set up & take down is complete ➤ Contact for opening the building ➤ Names and numbers of precincts voting at the location ➤ Building layout, (i.e., room, handicapped entrance, parking, etc.) ➤ Voting booth/equipment storage and set-up ➤ Tables and chairs, (available on site or delivery required) ➤ Location fees ➤ Equipment inventory ➤ Emergency information ➤ Key information 			

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<ul style="list-style-type: none"> ➤ Disability access information ➤ Kids voting information ➤ Need cell phone for Election Day <ul style="list-style-type: none"> ○ Field for entry of cell phone number ➤ Email address information ➤ Signage information ➤ Maximum number of precincts location will hold ➤ Election Day supply picks up information 			
<p>If providing an election management solution, interface with poll workers database:</p> <ul style="list-style-type: none"> ➤ Assigned election judges for the precincts would appear as part of the poll location file 			
<p>Ability to generate notices to registrants' for any polling location change or export data for this purpose</p>			
<p>Ability to export data for, or generate a one-time only polling location card for registrants in any part of a split precinct when their regular polling location will not be open on election day</p>			
<p>Ability to export data for, or generate temporary polling location change cards and indicate on the card that the change is only temporary</p>			
<p>The system must produce a polling location list by political subdivision or provide this data as part of a management report</p>			

Election and Candidate Management

Functionality	Existing Functionality/Technology	Enhancement	Will Not Provide
<p>If providing an election management system, the solution must automate the election process by producing a calendar of election dates. The system should track the following:</p> <ul style="list-style-type: none"> ➤ Offices to be elected ➤ Candidate requirements ➤ Offices to be elected ➤ Number of candidates to be elected ➤ Term of office, commencement and ending dates ➤ Petition form ➤ Signature requirements ➤ Filing deadline ➤ Filing fees ➤ Issues ➤ Type of issue, (i.e., charter amendment, tax levies, etc.) ➤ Filing deadline ➤ Petition requirements ➤ Registration information ➤ Deadline for each election ➤ Qualifications ➤ Absentee voting ➤ Deadline dates to submit requests for absentee ballots ➤ Qualifications ➤ Provisional voting 			
<p>If providing this functionality, the ability to generate reports from this module is required</p>			
<p>If providing this functionality, the data initially entered in this module should be usable by other modules of the system, (i.e., Petition Processing, Poll Workers, etc.)</p>			

Documentation

- If available, the vendor must provide a hard and/or soft copy of the system users reference manual, system administrator’s manual, installation manual, training manual, system based help and any other user documentation available, to SOS during the RFP evaluation period. If no such documentation exists, please confirm this fact with the Secretary in writing as part of your response to the RFP.

Registration Processing and History

- How does your system check for duplicate registrants?
- List any editing functions used to ensure that duplicate registrants cannot be added to the system.

Voter Registration and Signature Imaging

- Does your solution provide for the scanning of registrants' signatures? How does your proposed solution interact with signature databases for voter verification and petition processing purposes?
- If provided for, describe the procedure your system uses to enter scanned registration card images. Describe efficiencies that the proposed system brings to this process.
- What procedure does your document manager employ to ensure that a scanned document will be attached to the correct registrant record?

Absentee Voting

-
- Can your system generate an absentee ballot envelope?
- How does your system process a provisional registrant?
- If applicable, what information does your system update on a registrant's history by scanning a bar code on the absentee identification envelope?
- If applicable, does your system have the ability to print all customer absentee labels as a single batch, versus keying each request individually?

Data Capture and Reporting

- Is your software capable of producing U.S. postal barcodes and zip codes with the Zip Plus-4 format?
- Does your system support any type of electronic data transfer between government agencies?

Street Files/Precinct Locator

- Does your system create or adjust precinct boundaries?
- Does your system assign registrants to precincts automatically?
- Can your system produce maps and reports based on the changes?
- Will making a change in the precinct locator block ranges cause the precinct, the precinct split and district information in a registrant's record be updated automatically?
- Describe how your system handles the creation of a new precinct or precinct split.
- Describe how your system manages combining precincts and deleting precinct splits.
- Describe how your system manages or accommodates property annexation.
- Describe how your system manages the mass change of a precinct on large groups registrants.
- Describe how your system migration processes will convert our street mapping/auto precincting ability.
- Will your system interface with GIS software that supports redistricting/re-precincting?
- If so, describe how the finished files are re-imported back into the proposed system?

Poll Workers

- Can the system generate notification cards and a list of Presiding Judges responsible for picking up election supplies? Please describe this functionality.
- Can the system generate notification cards for assignment and training classes and a list of Presiding Judges responsible for picking up election supplies. Please describe this functionality.
- Can the system generate an export file to the County Auditor's office for poll worker payroll? Please describe this functionality.
- Can the system track poll workers by user defined classifications (i.e. Presiding Judge, emergency worker) and prohibit a poll worker from being assigned to more than one precinct? Please describe this functionality.

Public Service Requests/Candidate Reports

- Comprehensively describe the system's ability to generate, in hard and electronic copy format, ad hoc reports commonly requested by political parties, political campaigns, media sources, interest groups, and so on.
- These reports must be capable of exporting in a variety of electronic file formats, and must also be generated for use in different delivery methods (e.g. a walking list, a pre-sorted mailing list, and household only report for a selected political party, and so on.). These reports must be capable of formulation and generation by election staff members with little or no outside support from the vendor, or internal IT support staff.

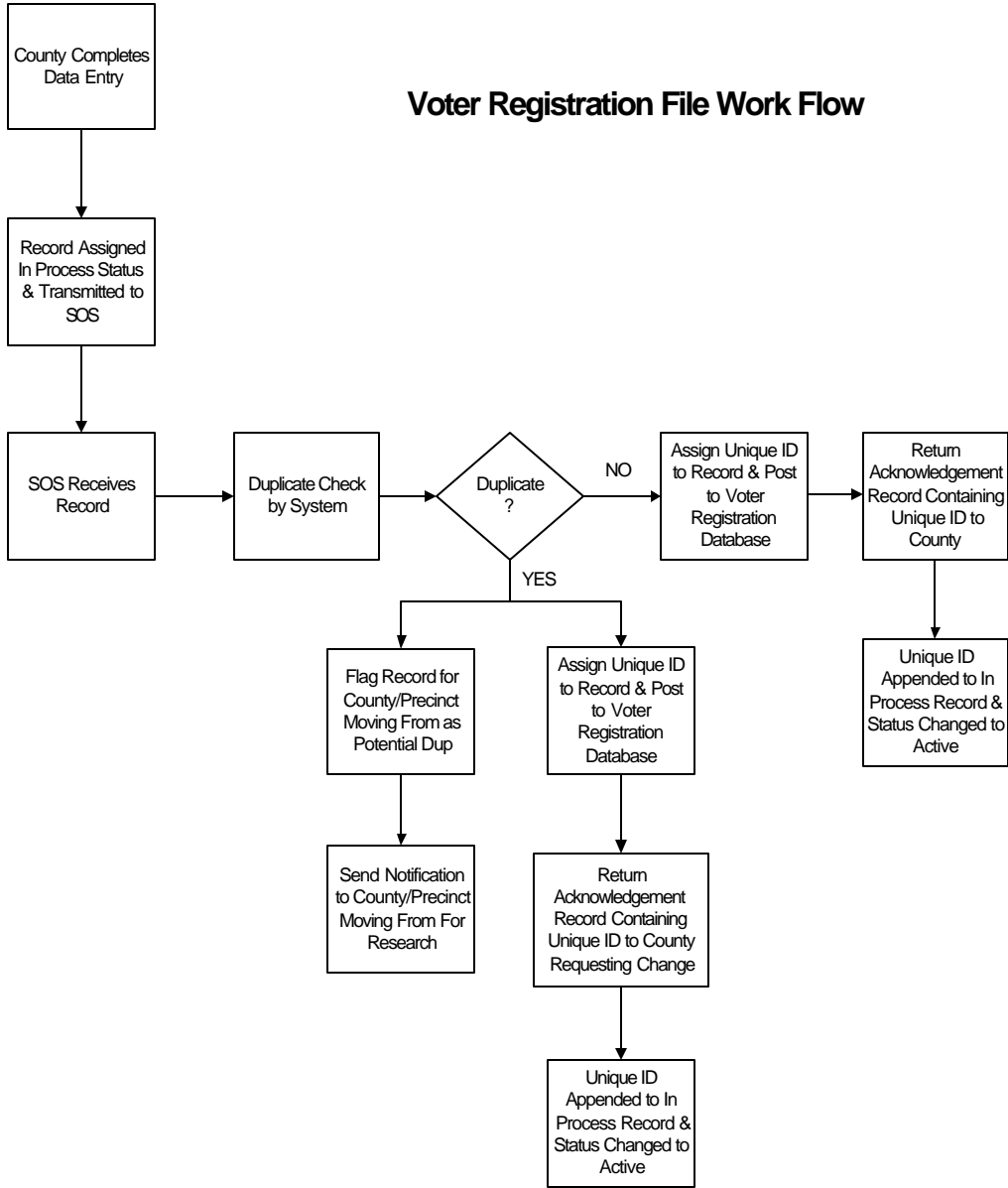
Re-Precincting/Redistricting

- How does your system handle copying a previously set up election, when there is a new precinct or district file structure?

SUPPLEMENT 3

WORK FLOW

Voter Registration File Work Flow



SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information may or may not contain page numbers. The total number of pages indicated on the cover page does not include the page contained in this supplement.