

# EXHIBIT B

**REQUEST FOR PROPOSALS**  
**FOR A**  
**VOTER REGISTRATION SYSTEM**



**ISSUED BY**  
**STATE OF ALABAMA**  
**SECRETARY OF STATE**  
**AUGUST 12, 2003**

**REQUEST FOR PROPOSALS  
ALABAMA SECRETARY OF STATE**

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I. INTRODUCTION

- A. **PURPOSE OF THIS DOCUMENT AND ISSUING AGENCY:** This document, entitled a Request for Proposals for a Voter Registration System, is issued by the Office of the Secretary of State of Alabama (SOS). This Request for Proposals (RFP) is for the sole purpose of soliciting proposals for the development of a centralized computerized statewide Voter Registration System. The system will have a direct effect on all voter registration offices within the State of Alabama, requiring a centralized voter registration database along with electronic filing, management, and reporting for each voter registration office. The system must meet all requirements of federal and state laws concerning voter registration and shall become the property of the Secretary of State's office upon implementation.
- B. **EXPRESSION OF INTEREST:** Interested Vendors must notify SOS in writing of their interest in responding to this RFP. This Expression of Interest must be received no later than August 22, 2003. It may be sent by regular mail or via e-mail to the address shown below. A return e-mail address must be provided along with the Expression of Interest, as this will be used to respond to questions and any modifications in this RFP.
- C. **CONTACT PERSON:** All Proposals and Expressions of Interest must be addressed to:

Trey Granger, Counsel for Public Affairs  
Office of Secretary of State  
600 Dexter Avenue  
Montgomery, Al 36130  
Email: rfp@sos.al.gov  
Fax: (334) 242-4993

From the date of issuance of this RFP until the selection of a Contractor, if any, is announced, all questions concerning any part of this RFP shall be directed to the point of contact listed above. It is not permissible for any Respondent, or any entity working on behalf of a Respondent, to solicit information from any government source (Federal or State) other than from the official point of contact listed above. Any unauthorized solicitations for information that are reported are grounds for disqualification of the Respondent's Proposal.

- D. **DUE DATE:** Proposals must be received by SOS at the above address no later than 12:00 Noon (Central Time) on September 26, 2003. Respondent shall use the enclosed mailing label when forwarding proposal to SOS. Such label is to be adhered to the envelope or package securing the Respondent's proposal. All proposals should be presented in a sealed envelope/package. SOS will validate each envelope/package upon receipt; however, no proposal will be opened before

1:00 P. M. on September 26, 2003. Each Respondent is solely responsible for assuring that its proposal is received by the SOS Office or individual designated above prior to the due date established in the RFP. SOS shall not be responsible for late proposals, and late or incomplete proposals will not be accepted or considered. Also, no changes or supplements to the proposal will be allowed after the deadline, except for those provided for and/or requested by SOS. Faxed or e-mailed proposals will not be accepted.

E. QUESTIONS REGARDING RFP:

1. Interested Respondents may submit **written questions** (preferably via e-mail) regarding this RFP to SOS.
2. Questions must be as short and concise as possible. Each question must cite the particular section of the RFP to which it relates.
3. All questions must be received by noon on August 29, 2003. Answers to written questions will be forwarded via e-mail by September 5, 2003, to all Respondents submitting a written Expression of Interest.
4. Follow-up questions to answers given in (3) above must be received by noon on September 12, 2003. Answers to follow-up questions will be forwarded via e-mail by September 19, 2003.
5. Any oral explanations or instructions given during the procurement process shall not bind SOS.

F. COST: Respondents are solely responsible for paying all costs incurred as a result of responding to, and complying with, this RFP.

II. RESERVATIONS

- A. PRE-SELECTION DISCRETION: SOS reserves the right, at its sole discretion, at any time and for any reason, to reject any, all, or any portion of the proposals submitted in response to this RFP, or to cancel the RFP, if it is deemed by SOS to be in its best interest to do so.
- B. POST-SELECTION DISCRETION: If a Proposal is selected, SOS reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another Proposal, or to cancel the RFP, if it is deemed by SOS to be in its best interest to do so.
- C. WAIVERS: Notwithstanding the amendment provisions otherwise set forth herein, SOS reserves the right, at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall system and to award a contract on the basis of such a waiver in the event SOS determines that such award is in its best interest. Minor irregularities are those

which will not have a significant, adverse effect on overall system cost or performance and are determined at the sole discretion of SOS.

- D. **NEGOTIATIONS:** SOS reserves the right to negotiate with any applicant whose Proposal is within the competitive range with respect to technical plan and cost, as well as to select an applicant other than the applicant offering the lowest price, if it is determined by SOS to be in its best interest to do so.
- E. **DISCLAIMER:** Issuance of this RFP does not constitute a commitment by SOS to select any Proposal submitted in response to the RFP, or to award a contract to any applicant who responds to the RFP.
- F. **NO GUARANTEE OF CONTRACT:** Recommendation and/or selection of a Proposal **shall not** be binding upon SOS and may or may not, at SOS' sole discretion, result in SOS entering into a contract with the Respondent.
- G. **ADOPTION OF IDEAS:** SOS reserves the right to adopt to its use all, or any part, of a Respondent's Proposal and to use any idea or all ideas presented in a Proposal.
- H. **ORAL PRESENTATIONS:** SOS reserves the right to require all Respondents who pass the initial screening process to provide oral presentations of their Proposals. This presentation may require a demonstration showing that the services offered meet the specifications as described therein. Oral presentations, if determined necessary, will be made at a time determined by SOS. Respondent will be notified by e-mail if an oral presentation is requested for such Respondent.
- I. **AMENDMENTS:** SOS reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by SOS, all amendments to the RFP will be made by written addendum issued by SOS and will be mailed to all Vendors to whom the RFP was originally mailed.

### III. PROJECT SCOPE AND OVERVIEW

- A. **SCOPE:** The Alabama Secretary of State (SOS) is the chief elections officer of the state whose jurisdiction, power, and duties are delegated by the Alabama Legislature. The SOS has been charged with the responsibility for the regulation of voter registration within the state. The SOS requires an interactive centralized computerized Voter Registration System which must comply with state and federal laws which provide for a centralized statewide database of all registered voters within the State of Alabama. The primary goals of this system are to provide for the entry, storage, retrieval, and reporting of voter registration information for each voter registration office within the state, as well as to provide interactive access to voter registration information for each probate judge's office and each circuit clerk's office within the state.
- B. **DISTRICTING:** The State of Alabama is divided into federal house districts, state senatorial districts, state house districts, state court districts, counties, and

municipalities. Counties are further divided into school board districts, commission districts, and fire districts; municipalities are further divided into school board districts and council districts. The voter registration system shall support any additional districts or precincts specified by the state or any county or municipality in order for it to conduct its elections. There are sixty-seven (67) counties within the state, each having one or more voter registration offices. There are an estimated 2,700,000 registered voters within the state. Each voter is assigned proper district and precinct numbers based on his or her residence address (a voter may be assigned to vote at different precincts for different types of elections). The precinct number corresponds to a polling place where the voter is expected to cast his or her vote for each election. There are approximately 2,300 precincts within the state of Alabama.

- C. **DEMOGRAPHICS:** The interactive centralized computerized voter registration system shall be administered by the Secretary of State's Office (SOS), and shall consist of demographic information such as name, residence address, mailing address, date of birth, race, sex, etc., as well as district and precinct information as discussed and any other information deemed necessary by the SOS to comply with federal and/or state laws pertaining to the voter registration system. Each voter record will be assigned a unique identifier as set forth in paragraph (E) below.
- D. **TRANSACTIONS:** All transactions against the voter registration database shall be retained by the system and properly archived as prescribed by prevailing statutory authority. A complete voting history of each registered voter shall be maintained by the system. Voter precinct and district information must be furnished by the system based on the residence address of the registrant. A means of address validation must also either be included in the system or recommended by the vendor. If a validation package is recommended, its cost is NOT to be included in the proposal total.
- E. **IDENTIFIER ASSIGNMENT:** The system is to assign a unique identifier consisting of the 2-digit county number (01-67) concatenated with a seven digit sequential number. The system must also provide data fields for other identifiers: 1) driver's license number or non-driver's license number and 2) the last four digits of an applicant's social security number. SOS must have access to various governmental (state and federal) agencies to validate the source of the identifier. Such agencies include, but are not limited to, the Alabama Department of Public Safety's (DPS) driver's license records to validate driver's and non-driver's license numbers, when provided by the applicant. (Network infrastructure exists, however a dedicated line may be required. Access does not currently exist.)
- F. **MAINTENANCE OF VOTER REGISTRATION RECORDS:** The centralized computer voter registration system shall be designed to accommodate the various statutorily designated processes and applications for the maintenance and administration of the voter list, to include purging of disqualified voters and the reactivation of the same. Selected sections of Chapter 4 of Title 17 of the Code of

Alabama, as amended, addresses the methodology and process that shall be administered in consideration of such provisions. Voter registration records which are marked as purged from the list of active records shall be coded to identify the cause of the purge. Various statutorily prescribed sources of information shall be utilized in this process and shall be considered in the Respondent's proposal. (Network infrastructure exists. A dedicated line may be required. Access does not currently exist.)

- G. **VOTER REGISTRATION RECORDS FOR INACTIVE VOTERS:** The system must provide the ability to flag voters as "inactive" when registrars have questions about a voter's registration qualifications (e.g., when there is a question about a voter's residence address). A registrant who has been flagged as "inactive" and wishes to be reactivated must complete and file with the voter registration office a voter update form to reactivate his or her record. A designation of "inactive" does not adversely affect a voter's voting rights, except to the extent that a voter must complete a voter update form to exercise his or her right to vote. Inactive voters must be included in all statistical reporting. Reports produced periodically regarding voter registration county-by-county and statewide must provide separate totals for active, inactive and both inactive and active voters, in addition to other demographic categories (e.g., race, age, gender).
- H. **REPORTING:** Reporting will include but not be limited to precinct lists, the various district lists, municipal lists, county lists, statewide lists, and statistical reporting. Proper precinct lists will be printed before each election. All lists and reports are to be "certified" to indicate they are produced by the state voter registration system.
- I. **MASS MAIL-OUTS.** The system must be able to print mass mail-out labels, envelopes or postcards presorted and in such formats to maximize SOS' ability to take advantage of mailing discounts available from the U.S. Postal Service (in First Class or Standard Mail classes, etc.). The system must be designed to the support or provide CASS certification for addresses (see "optional features"). The system must provide the ability to print mail-out materials on-demand, at the discretion of SOS, as well as to meet requirements of §17-4-201, Code of Alabama (1975). With regard to mail-outs required pursuant to §17-4-201, Code of Alabama (1975), the system must provide for the administration and maintenance of the suspense file that is created in conjunction with the specified mass mail-out, to include, but not limited to, tracking the specified data elements and automating the purge process for voters who have not voted or updated in the required period of time as set forth in the law.
- J. **DAILY OPERATION:** The voter registration system must be designed to prevent an interruption of day-to-day operations at the county registrars' offices and/or the SOS' office once implemented.
- K. **LEGACY DATA MIGRATION:** Implementation of the voter registration system will require the migration of current voter registration data (including district, precinct, etc.) stored on the Department of Finance Information Services Division

(ISD) mainframe system. A method of data validation and correction will be required. The area code for telephone numbers must be derived and included in the new database as the current database does not contain the area code.

- L. **BAR CODING:** The voter identification number is to be bar coded for scanning during the voter update process.
- M. **DISTRICT AND PRECINCT ASSIGNMENT:** The system requires the capability to identify precinct and district voting data based upon the residential address provided by the individual. The system requires the capability to perform redistricting and precinct changes with minimal involvement by the user.

#### IV. OPTIONAL FEATURES:

- A. **MAPPING SYSTEM OPTION:** As an option, a mapping system may be recommended to be installed at the state level to allow individual registrars the capability to identify the voting precincts and districts. The cost of this system is NOT to be included in the proposal total but should be listed as a proposed budgeting consideration in the addendum.
- B. **SCANNING OPTION:** An option to scan, store, retrieve, and print existing and subsequent voter registration cards may be priced as a separate item. The cards are currently being maintained at the voter registration offices. The cost of this system shall NOT be included in the proposal but should be listed as a proposed budgeting consideration in the addendum.
- C. **CASS OPTION:** As an option, a CASS certification for address support shall be priced as a separate item. The cost of this shall NOT be included in the proposal total but should be listed as a proposed budgeting consideration in the addendum.

#### V. FUNCTIONAL SPECIFICATIONS

- A. **SYSTEM RESIDENCE:** The Voter Registration System centralized database shall reside only on the primary and hot site servers and shall serve as the official statewide voter registration list. The primary server will be housed in the Information Systems Division of the Secretary of State's Office. One or more thin clients will reside at each voter registration office, each probate judge's office, and each circuit clerk's office.
- B. **HOT SITE BACKUP:** The system must provide for a hot site backup. A redundant server will serve as the hot site backup system, and shall perform load-balancing with the primary server. In the event that either server goes down, the remaining server shall take over automatically until the downed server is restored to operation. Each server shall have sufficient capacity in and of itself to carry the full load of the system in the event either server goes down.

- C. **NETWORK CONNECTIONS:** Network connections will need to be established for all counties connecting the Probate Judge's, Circuit Clerk's, and Registrar's offices to each other and the primary and hot site servers at the state level. Respondent shall recommend a network infrastructure topology for these connections. Respondent shall recommend any and all hardware, software, and cables that will need to be purchased in order to establish these connections and the approximate cost. Respondent shall state the approximate costs of ongoing leases, if any, for these connections. The costs of the hardware, software, cables, and any ongoing leases are NOT to be included in the proposal total. Respondent shall perform all installation, configuration, and testing of the network to ensure proper access to the voter registration system. All connections must be secure. Maintenance for these connections shall be included in the maintenance for the voter registration system.
- D. **UNASSISTED LOCAL BACKUP:** The system must provide unassisted local backup.
- E. **USER FRIENDLY:** The system must be user friendly.
- F. **HELP SCREENS:** The system must present help screens to assist the user.
- G. **NO UNAUTHORIZED ACCESS:** The system must prevent unauthorized access to its data.
- H. **DISCRETIONARY ACCESS:** The system must implement a discretionary access protection scheme (minimum C2 level protection).
- I. **ROLE-BASED ACCESS:** The system must internally provide role-based access to the data.
- J. **DPS ACCESS:** The system must be able to access DPS's system to verify driver's license information.
- K. **DPH ACCESS:** The system must be able to access DPH's vital statistics information for purging dead voters' registration records.
- L. **AOC ACCESS:** The system must be able to access AOC information for purging voters' registration records based on their having been convicted of a felony.
- M. **EXISTING NETWORK:** The system must operate on the existing 10BT network.
- N. **FRAME RELAY:** The system must operate on a minimum of frame relay.
- O. **REMOTE CONTROL OF DESKTOP:** The Respondent shall recommend software that will allow the remote takeover of a desktop by administrators. The cost of the software is NOT to be included in the proposal total.
- P. **ANTIVIRUS, FIREWALL, INTRUSION DETECTION:** The Respondent shall recommend hardware and software that will provide antivirus, firewall, intrusion

detection, etc. protection. The cost of the hardware and software is NOT to be included in the proposal total.

- Q. SYSTEM AVAILABILITY: The system must maintain 99% availability.
- R. AUDIT TRAILS: The system must provide an audit trail for all data-affecting transactions.
- S. DATA INTEGRITY: The system must ensure, protect, and validate the integrity of its data.
- T. ERROR LOGGING: The system must provide for the logging of errors and exceptions.
- U. TRAINING: The Respondent must provide user and administrator training. The training schedule and content of all training materials must be implemented in agreement with and approved by SOS so as to provide optimum benefit to SOS employees and users. Training must be provided at locations approved by the SOS.
- V. SYSTEM MAINTENANCE: Maintenance of the system must be provided through an annual maintenance agreement, which must specify service levels, covered items, and associated costs. An option for yearly maintenance agreements for additional years must be provided. The cost for the additional years is NOT to be included in the proposal total.
- W. SYSTEM SUPPORT: System support must be provided for inquiries during normal work hours (Monday – Friday, 8 a.m. to 5 p.m. Central Time).
- X. TECHNICAL SUPPORT LOG: A log shall be maintained of all technical support issues, any actions taken, and resolutions.
- Y. HELP DESK: The Respondent is to recommend help desk tracking software. The cost of this software is NOT to be included in the proposal.
- Z. BACKUP AND RECOVERY DOCUMENTATION: Backup and recovery procedures must be documented either in the user's manual or the administrator's guide.
- AA. ACCEPTANCE TESTING: User acceptance testing must be completed at the SOS, State House building in Montgomery, Alabama. The respondent must provide a User Acceptance Plan.
- BB. QUALITY ASSURANCE: Quality Assurance Testing must be done at the unit, component and system level.
- CC. SPECIFICATION DOCUMENT: The Respondent must provide a Product Specification Document or Design Specification Document.

- DD. **FUNCTIONING SYSTEM:** The Respondent must provide an implemented and functioning system with acceptable response time.
- EE. **MANUALS and GUIDES:** The Respondent must provide two (2) users' manuals and two administrators' guides in hardcopy format along with softcopies of each on CD. SOS requests permission to reproduce both hardcopy and softcopy for distribution to users and administrators of the voter registration system. The vendor should also state the cost of additional printed copies. The cost for additional copies should not be included in the proposal cost.
- FF. **IMPLEMENTATION DEADLINE:** The Respondent is to begin implementation of the system no later than April 15, 2004 and all parallel processing, if any, shall be concluded on or before August 1, 2004. System testing shall begin no later than March 15, 2004.

#### VI. SUBMISSION OF PROPOSALS

- A. **NUMBER OF COPIES:** The Respondent must submit one original printed copy of its Proposal along with eight (8) additional printed copies and a soft copy on a properly labeled CD which is to present ALL TECHNICAL AND PRICING DATA clearly and completely.
- B. **SIGNATURES:** The original Proposal must contain the original ink signature of the person(s) legally authorized to bind the Respondent to the Proposal. The original Proposal should be stamped or otherwise annotated so that SOS can easily identify which bears the original signature.
- C. **NATURE AND FORMAT OF PROPOSALS:** To be considered, the Proposal must be concise; describe the Respondent's ability to meet the RFP requirements; comply with the timeliness specifications of the RFP; and, provide a specific schedule of implementation that is consistent with the time constraints specified in the RFP. The Proposal must also be responsive to the content and format specifications, in sequence, specified in the RFP. All material submitted in response to this RFP shall become the property of SOS.
  - 1. Respondents should use exclusively 8½ x 11 white bond paper and should avoid the use of fancy bindings and promotional materials within the Proposal.
  - 2. The Proposal must include a **cover letter** with an original signature of the person(s) legally authorized to bind the Respondent to the Proposal. The cover letter shall also include a contact person who is authorized to act on behalf of the respondent.
  - 3. The **Project Narrative** should follow the cover letter. Number the pages of the Project Narrative, beginning the narrative with page 1. Page numbers should be centered in the bottom margin. The Project Narrative must follow the outline prescribed in Section VII of this RFP.

4. The Project Narrative should be followed by a **Proposed Project Budget**, completed in accordance with pricing instructions contained in Section VIII of this RFP.
  5. The Proposed Project Budget should be followed by a **Budget Addendum**, which explains the items listed in the Proposed Project Budget. The budget addendum should include all optional and recommended items. The cost of these items should NOT be included in the Proposed Project Budget but should be listed as a proposed budgeting consideration in the addendum.
  6. The Budget Addendum should be followed by a **detailed financial statement** covering the Vendor's most recently concluded fiscal year, the current fiscal year and the projections for next fiscal year.
  7. The **Disclosure Statement**, as required by Act 2001-955, should follow the financial statement.
  8. References as described in Section X should be attached after the Disclosure Statement.
- D. **TRADE SECRET INFORMATION:** Upon submission, all proposals become the property of the SOS. All information contained in proposals will remain non-public information until such time as a contract award is made. Upon contract award, all information contained in proposals will become public information except for information defined by the Respondent as being "Trade Secret Information." Proposal information that falls within the trade secret definition must be properly marked and identified by Respondents as "Trade Secret Information" or the proposal information will not be recognized as such by the SOS. Proposals that contain a blanket trade secret claim or that are substantially identified as "trade secret" will not receive any recognition by the SOS as trade secret information. Pricing and budgets within the proposal cannot be identified as "Trade Secret Information."

VII. PROJECT NARRATIVE

- A. The Proposal must include a Project Narrative that addresses each of the following subheadings.
- B. **RESPONDENT ORGANIZATION AND QUALIFICATIONS:** The SOS requires a Respondent that has the necessary qualifications, skills, and resources to provide quality Voter Registration System services to the clients of the SOS. Previous experience in providing Voter Registration or Elections services, while desired, is not a requirement. Regardless, the SOS is adamant that Voter Registration System services shall continue unabated with no impact to its existing system during the transition to a new system. In order to be considered as a viable Voter

Registration System Contractor, Respondents in their proposal must demonstrate that not only can they provide the requested services, but also perform an on-time and successful conversion of Voter Registration services from the existing system to the new Voter Registration System.

1. **RESPONDENT QUALIFICATIONS and EXPERIENCE:** The SOS is particularly interested in a Respondent that has substantial experience in developing, implementing and managing voter registration systems etc. In totality, the Respondent's experience, combined with that of any subcontractor(s) shall demonstrate the capability to successfully meet the requirements of this RFP. Therefore, the Respondent's proposal shall highlight its corporate capabilities, organizational structure, financial stability, and previous experience related to the requirements of this RFP.
2. **RESPONDENT'S CAPABILITIES:** Responses shall include the following:
  - Date the firm was established and ownership model;
  - Organizational and decision-making chart, relative to the Voter Registration System proposed; and
  - Prior and current litigation and/or formal administrative protests or actions such as notices of default, unsatisfactory performance, etc. involving state or federal government and private companies related to the quality or performance of voter registration or related services for any local, county, State or Federal government agency, public or private association, or private organization.
3. **RESPONDENT ORGANIZATION:** The Respondent shall provide a proposed organization chart for the SOS' Voter Registration System project defining how the Respondent shall staff and manage the project. The response shall include a discussion of the proposed lines of authority, and how the project management team of the Respondent shall be involved in the administration of the services, including the coordination and communication internally and among all subcontractors.
4. **RESPONDENT PROPOSED KEY PERSONNEL:** The Respondent shall provide a project team to be headed by an overall Project Manager whose responsibility it is to carry out the tasks in this RFP. The Contractor's Project Manager shall meet the following requirements:
  - Has three years of project management experience; and
  - Has successfully managed within the last five (5) years the implementation and/or operation of a voter registration system or other system of comparable size and similar complexity as defined within this RFP.

The resume of the proposed Project Manager for the Respondent shall be included within the response. The Project Manager shall start work on the project on the effective date of the contract and continue until the State's written acceptance of the successful conversion of the current Voter Registration System to new Voter Registration System.

Following a successful conversion, the Respondent may designate a different Project Manager responsible for the Voter Registration System contract that must maintain regular and frequent contact with the SOS and designated staff members. His or her appointment and continuing service is subject to SOS' approval. A replacement may be required for any legitimate performance reason at the SOS' option, and the replacement is also subject to SOS' approval.

Other key personnel from the Contractor subject to the approval of the State are:

- Technical Conversion Coordinator
- System Test Manager
- Technical System Lead

The following shall be clear in the proposal:

- A description of the project team to be assigned to the SOS' Voter Registration System project, including position title, responsibilities, percent of time on the project, name and resumes of all key staff, and identification of positions to be hired upon contract award. If the design of the team will change during different phases of the project, this must be identified.
- The degree of coordination expected between the Project Manager and the SOS, to include notification to the SOS when potential or actual problems are identified.
- The decision making authority the Project Manager has within the organization in relation to this Voter Registration System project.
- A management structure ensuring adequate oversight and executive direction for the Project Manager. In this regard, the Respondent shall identify the corporate officer(s) to be contacted by SOS should major problems arise during the performance of the Contract. It shall be the responsibility of the corporate contact person(s) to return a telephone call received from the SOS or his/her designee within twenty-four hours of receipt.

- The lines of authority and communication that will exist within the project team.

The respondent must have the appropriate number and mix of project staff at all times during this project to ensure the successful transition and operations of the Voter Registration System. The SOS anticipates that full-time staff at the SOS site will not be required to successfully implement the conversion; however the Respondent is responsible to provide a plan whereby the Project Manager or designee is available on-site in the SOS within one (1) business day or within twenty-four (24) hours of the SOS' request at no cost to the SOS.

Interviews of key personnel may be conducted prior to award in order to determine acceptability on behalf of the SOS. If a change in key personnel after award is made, the Respondent shall present the replacement to the SOS, and the SOS will have right of refusal privileges. If any of the proposed key personnel or project manager is not currently in the employ of the Respondent, a letter of intent to accept employment shall be included in the response.

5. **SUBCONTRACTOR QUALIFICATIONS AND EXPERIENCE:** Respondents may subcontract the performance of the required services with other entities or third parties. For purposes of this RFP, a subcontractor is defined as any entity under contract to the Respondent providing a service specifically defined and required within this RFP. When proposing the use of a subcontractor, the Respondent shall explain and document in writing the relationship between the subcontractor and the Respondent. In addition, organizational charts and a breakdown of duties between the subcontractor and the Respondent shall be provided.

Any changes in subcontractor(s) after the execution of this agreement shall first require written notification and prior approval by the SOS, which approval shall not be unreasonably withheld. The Respondent shall provide copies of all new contracts with subcontractor(s) (excluding pricing or proprietary information) on or before fifteen (15) business days of the effective date of such contracts. Upon receipt, SOS will have thirty (30) business days to review such contracts and provide in writing to the Respondent any concerns regarding the level of service that is required of such subcontractor(s) by Respondent in meeting its contractual obligations to SOS. The Respondent shall address each concern in writing to SOS no later than thirty (30) days from the receipt of SOS' concerns.

The responsibility for the performance of subcontractor(s) rests solely with the Respondent. If used, subcontractor(s) shall be made aware and adhere to the requirements specified within this RFP and the subsequent contract between the SOS and the Respondent. The Respondent shall

explain the subcontractor(s)' role by including the following minimum information in their response:

- Each subcontractor's name and address;
- The specific service(s) the subcontractor will be performing;
- Evidence of each subcontractor's intent to participate, including a signed letter by an authorized representative;
- Description of relevant qualifications, capabilities, and resources;
- A contingency plan to cover any subcontractor stoppage;
- A security plan to comply with the requirements in this RFP; and
- Three (3) references for each subcontractor, to include contact names, addresses, and telephone numbers, and a description of the services currently being provided.
- A copy of contracts with all subcontractors with copies of same to be provided no later than the date of contract execution by the Respondent.

C. **PROJECT MANAGEMENT:** The SOS envisions the Voter Registration System project consisting of four generally sequential (although there may be some overlap) phases. These phases are:

- Design
- Development
- Transition
- Maintenance

Because of the many possible factors impacting the timeline required for the design, development, and transition to the new system, the SOS does not intend to prescribe any set period of time for each of the respective phases. The Respondent is required to define the anticipated timelines and estimated completion dates for the project deliverables within each phase in a draft Project Work Plan submitted with their proposal. However, the transition from the Current Voter Registration system to the new Voter Registration System must be completed within nine (9) months (or sooner) following the signing of the contract between the Respondent and SOS.

1. **PROJECT WORK PLAN:** The Respondent's Project Work Plan shall be based on the Respondent's proposal. The plan shall include, at a minimum, a schedule of all tasks and deliverables required through the

project. The plan should identify the individual tasks and deliverables by project phase, as defined below. This plan shall identify all critical path and dependency tasks and delineate the responsibilities of the Respondent, the State and Federal agencies. The Respondent shall submit a preliminary Project Work Plan no later than three weeks after signing of a contract. The SOS shall review and comment on the plan within ten working days. The final Project Work Plan shall be provided ten working days following the receipt of the comments from the SOS.

The Respondent shall provide a proposed work plan in their response.

2. DESIGN PHASE: The timeframe for the deliverables from the Project Design Phase shall be based upon tasks and deliverables identified within the Project Work Plan. The Design Phase shall commence with the signing of a contract and shall continue for the timeframe identified within the Respondent's response and proposed work plan and mutually agreed upon by the SOS and the Respondent. All deliverables identified within the project plan are subject to State review and approval. The Respondent shall allow an appropriate time for the SOS to review and comment upon the deliverable.

a) TRANSITION PLAN: The Respondent shall be responsible for the migration of the current Voter Registration System database to the new Voter Registration System. The Respondent shall prepare a migration plan that covers each of the following activities in detail:

- Device deployment and installation,
- Migration of the Voter Registration database

The plan shall address the processes to be used for the migration, how the processes shall be tested, and contingency plans for problems and issues that may occur during the migration. The migration plan shall also address the verification and validation of the migration process, in particular the validation of the voter registration records that are converted to the new system. The Respondent shall submit the final Transition Plan no later than two (2) months after contract signing.

b) FUNCTIONAL DESIGN DOCUMENT: This document shall, at a minimum, provide a functional overview and a description of the operating environment, procedures and workflow of the Voter Registration System. The Respondent shall submit the final Functional Design Document no later than two (2) months after contract signing.

- c) **DETAILED DESIGN DOCUMENT:** The Detailed Design Document shall describe the total system configuration including system hardware, functionality, file layouts, message and file flows, ARU Scripts, data elements, system interfaces, and the system security plan. The Respondent shall submit the final document no later than three (3) months after contract signing.
- d) **TEST PLAN:** The Respondent shall develop system test plans during the Design Phase. Test plans shall, at a minimum, outline the test purpose, methodology, environment, and approval rating system. Test plans shall be developed for the Functional Demonstration, System Acceptance Test, System and Network Capacity Test, ARU Test, and the System Interface Test. The final System Test Plans shall be submitted no later than three (3) months after contract signing.
- e) **BACKUP AND RECOVERY PLANS:** The Respondent shall provide an evaluation of the types of service interruptions that may impact the Voter Registration System's operations and therefore require the use of a backup and recovery process. For each potential interruption type, the Respondent shall, at a minimum, detail the steps to be taken to survive and recover from the interruption. The plan shall include provisions to ensure voter registration continues. In addition, the Contractor shall outline the resources committed to each proposed contingency plan (i.e., people, systems, telephone lines, and operation sites) and indicate whether the contingency plan has been tested under real or simulated conditions. The final Back-up and Recovery Plan shall be submitted no later than three (3) months after contract signing.
- f) **SYSTEM SECURITY PLAN:** The Respondent shall prepare a security plan detailing, at a minimum, the security provisions and proposed user profiles established within the Voter Registration System. The Respondent shall submit the final System Security Plan no later than three (3) months after contract signing.
- g) **TRAINING PLAN:** The Respondent shall prepare and submit a Comprehensive Training Plan that identifies the proposed deadlines and supportive tasks for the planning, design, development, production and distribution of all training materials. The training plan should address the timeline for creation of the deliverables, and the timeframe for training the SOS and county office staff. The plan should outline deliverable dates of training products with sufficient time allowed for SOS review and approval. The Respondent shall

submit the Training Plan no later than three (3) months after contract signing.

- h) **SYSTEM ACCEPTANCE TEST PLAN:** The system acceptance test provides both SOS and local voter registration representatives the opportunity to test the Voter Registration System functionality and ensure compliance with the system design requirements. This test shall consist minimally of functional requirements, security, recovery, system controls, and "what if" testing. In addition, as part of the system acceptance testing, the Respondent must demonstrate the methods and processes for performing daily reconciliation between the SOS and Respondent interface and processing activities. During the formal test script portion of the acceptance test, testing representatives will follow detailed test scripts developed by the Respondent. The test scripts should cover all facets of the system's operations and test all of the system processing options and environmental conditions.

The ad hoc or "what if" portion of the acceptance test provides the SOS and local voter registration representatives the opportunity to include various transaction sets and sequences that have not been included in the test scripts and to challenge the system's operations and design. The Respondent shall submit The System Acceptance Test Plan no later than three (3) months after contract signing.

**D. ORGANIZATIONAL STRUCTURE AND MANAGEMENT SUMMARY:** Provide a brief (no more than five pages) summary about the Vendor's organization, including the following:

1. **GOVERNING BOARD AND OTHER AGENTS:** The names, titles and responsibilities of the entire Vendor's governing board of directors, officers, and paid consultants (not specifically listed in VII B).
2. **HISTORY:** A brief history of the formation and development of the Respondent's organization, with the date of incorporation or, if unincorporated, the date the business began; other projects operated in the past and currently; and prior names of the organization, if any.
3. **FINANCIAL AUDIT:** The date of the respondent's most recent financial audit and name of the audit firm.
4. **QUALIFICATIONS AND EXPERIENCE OF RESPONDENT:** The Respondent's qualifications and experience for assuring the successful completion of the requirements of this RFP. It must include a description of past or current experience in providing the proposed services and, as applicable, the rate of successful delivery. It must

further describe any applicable licenses and/or certifications held by the Respondent.

5. CAPACITY: The Respondent's organizational and administrative capacity, and financial capacity, to meet the requirements of the RFP.
- E. REQUIREMENTS: Address in outline form each of the system requirements and how Respondent will meet all requirements.

#### VIII. PRICING

Each response should provide prices for professional services only. **No equipment is to be priced in the proposal.** Prices for optional items discussed in the system overview are to be stated separately and are NOT to be included in the proposal total price. Prices are to be stated for items within categories as follows, with a total for each category and a grand total following the Technical Support Log category.

- A. DESIGN
- B. DEVELOPMENT
- C. TRANSITION: Data from the existing system must be migrated to the new voter registration system. The telephone area code must be derived and included in the new system as it is not in the current system.
- D. MAINTENANCE: A price is to be provided for a yearly system maintenance (software and hardware) agreement and is to be included in the proposal total. Pricing for annual agreements for additional years is to be provided but is NOT to be included in the proposal total. (This issue will be addressed in ancillary documents and will be specifically set forth in the contract between the Respondent and the SOS, if any.)
- E. SYSTEM SUPPORT - A price is to be provided for the cost of system support (8:00 A.M. to 5:00 P.M. Central time Monday - Friday) for a period of one year and is to be included in the proposal total. Pricing for additional years is to be provided as an option but is NOT to be included in the proposal total. (This issue will be addressed in ancillary documents and will be specifically set forth in the contract between the Respondent and the SOS, if any.)
- F. TECHNICAL SUPPORT LOG - Pricing is to be provided for the cost for one year of a log of all technical support issues, actions taken, and resolutions. Annual pricing for additional years is to be provided as an option but is NOT to be included in the proposal total. (This issue will be addressed in ancillary documents and will be specifically set forth in the contract between the Respondent and the SOS, if any.)
- G. OPTIONAL ITEMS: Optional items are to be priced separately and are NOT to be included in the proposal total.

IX. SELECTION

- A. **GENERAL:** SOS will appoint a Proposal Evaluation Committee (PEC) and a Chairperson of that Committee. The Chairperson will be neither the SOS nor the Contact Person identified in Section I-C of this RFP, as the SOS and Contact Person will not serve on the PEC. The Committee will review and evaluate Proposals received from eligible Respondents in response to this RFP and, if a recommendation is made, will make its recommendation to SOS in accordance with the general criteria defined below.
- B. **BASIS OF RECOMMENDATION:** A comparative scoring process, using detailed criteria, will be used to measure the degree to which each Proposal meets the following general evaluation criteria, with a maximum of 100 points possible:
1. The Respondent's overall approach in providing a comprehensive plan for furnishing a Centralized Computerized Statewide Voter Registration System as set forth in this RFP. **(WEIGHT: maximum of 30 points)**
  2. Technical compliance with the requirements of the RFP. **(WEIGHT: maximum of 10 points)**
  3. Qualifications and experience of the Respondent to successfully complete a contract to carry out the proposed services. **(WEIGHT: maximum of 15 points)**
  4. The Respondent's demonstrated ability, organizational capacity, financial stability and capacity to carry out the services as specified in the RFP. **(WEIGHT: maximum of 15 points)**
  5. Reasonableness and amount of the proposed cost. **(WEIGHT: maximum of 30 points)**
  6. SOS may determine other criteria, in addition to, or in lieu of, the criteria described above, as it deems necessary and appropriate.

X. RESPONDENT'S CERTIFICATIONS

- A. By submitting a Proposal in response to this RFP, the Respondent warrants and represents to SOS that the Respondent accepts and agrees with all of the terms and conditions of the RFP. Further, by so submitting the Respondent certifies to SOS that the Respondent is legally authorized to conduct business within the State of Alabama and to carry out the services described in this RFP and that all of the following statements are true, complete and correct.
- B. **REVOLVING DOOR POLICY:** The Respondent warrants that neither the Respondent nor any of the Respondent's trustees, officers, directors, agents, servants or employees is a current employee of SOS, and none of the said individuals have been employees of SOS within the ten (10) year period ending with the date of this RFP.

- C. **DEBARMENT:** Neither the Respondent nor any of the Respondent's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- D. **COLLUSION WITH OTHER VENDORS:** The Respondent certifies by submission of this Proposal and resultant contract that the Respondent has not publicly or privately colluded with any other Respondent to fix prices or conditions of this contract. This does not preclude joint ventures with other companies. (Any Respondent with a Joint Venture partner, not qualified and set forth as a sub-contractor, must execute and include an Organizational Structure and Management Summary for the Joint Venture partner, as established in VIII D 1-5.)
- E. **COMPLIANCE:** If SOS elects to execute a contract with the Respondent for services on the basis of the proposal, the Respondent will comply with the following requirements:
1. **TIMELY SUBMISSION:** Reports and data delineated in the Respondent's implementation plan, and such other reports and data as may otherwise be required by SOS, will be submitted to SOS on a timely basis and in accordance with the format and instructions provided by SOS.
  2. **PROGRESS REVIEW:** SOS may, at its sole discretion, require periodic walk-throughs and progress reports as documentation of the Respondent's completion of the deliverables, and the Respondent will comply with these requirements at such times and in such manner and format as may be required by SOS.
  3. **PROGRAM AUDITS AND RECORD KEEPING:** The Respondent will comply with financial and programmatic audits as well as record keeping requirements as may be established by SOS.
  4. **ACCESS TO RECORDS:** The Respondent will keep and maintain, to SOS' satisfaction, adequate programmatic, accounting and fiscal books, accounts, records and procedures to account for all funds provided from all sources to pay the costs of carrying out any contract resulting from this RFP. The Respondent will further permit, at any reasonable time any authorized personnel full access to financial books, accounts, files, records, ledgers, documents, statistical reports, accounting procedures, practices and any other items (hereinafter collectively referred to in this paragraph as "records") of the Respondent pertaining to all funds regardless of the source(s) of funding, associated directly or indirectly with the performance of any contract resulting from this RFP in order to audit, examine and make excerpts of the said records. Respondents

desiring to avoid this requirement with respect to funds received from other sources must:

- a) Maintain separate accounts, books and records, i.e., assure that contract funds received from SOS are not commingled with funds received from other funding sources;
  - b) Assure that direct costs associated with carrying out the contract program are not shared across multiple funding sources; and,
  - c) Assure that indirect costs associated with carrying out the contract are not allocated to SOS.
5. **INVESTIGATIONS:** The Respondent will fully cooperate and assist SOS, its agents or assigns, in any investigations of compliance.
  6. **STANDARD CONTRACT:** The Respondent will agree to the use of SOS' standard contract document(s). The Respondent will further comply with all the terms and conditions of that document(s) and all other federal and state laws, rules and regulations applicable to receiving funds from SOS to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP shall be subject to review by SOS' legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Oversight Committee, Examiners of Public Accounts, or other parties designated by the SOS.
  7. **CODE OF CONDUCT:** The Respondent will maintain a written code of conduct consistent with applicable federal, state and local laws, regulations and ordinances, governing the performance of directors, officers, employees, contractors, and relatives of the said individuals, and governing their public disclosure related to ethical conduct, conflict of interest, involvement in political activities and personal, financial and economic interests. The document further will contain appropriate sanctions for a failure at any level to follow the established standard.
  8. **CONFIDENTIALITY:** The Respondent will comply with any requirement imposed by SOS to sign a Confidentiality Agreement indicating the Respondent's willingness to comply with applicable Federal or State laws, regulations or requirements pertaining to client confidentiality.
  9. **INVOICING INFORMATION:** SOS will make NO advance payments. Therefore, all invoices shall be submitted in arrears on a monthly basis.
  10. **MONITORING AND EVALUATION:** SOS shall have the right to withhold payment to the Respondent for failure by the Respondent to

carry out any of its contractual obligations. This includes the result of unsatisfactory audit findings, physical security reviews or other negative monitoring results. Such a right to withhold shall continue until the Respondent remedies such failure to perform, provided however that written notice of such failure has been communicated to the principal office of the Respondent by certified mail. The Respondent will take immediate corrective action to resolve any negative findings by SOS.

11. OTHER RESPONDENT RESPONSIBILITIES: SOS will consider the selected Respondent to be the major point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. The Respondent will provide prompt, efficient and courteous service, and avoid undue interference with other State operations. SOS must approve all subcontractors (See paragraph VII- B- 4).
  12. NEWS RELEASES: No news release, press conferences or advertisement pertaining to this solicitation, or to awards made as a result of this solicitation, will be made without prior written approval of SOS' Office.
  13. WORKSPACE AND EQUIPMENT: The Respondent must provide its own workspace and equipment needed to carry out the services required under this RFP.
- F. FINANCIAL ACCOUNTING: The Respondent's accounting system is consistent with Generally Accepted Governmental Accounting Principles (GAAP). Further, the applicant maintains sufficient financial accounting records to allow the Respondent to account for and document the source and application of all funds from all sources, including, as applicable, required matching funds.
- G. FINANCIAL AUDIT: The Respondent will, upon SOS' request, provide a copy of its most recent audited financial statement. (The statement should not be submitted with the Proposal).
- H. COMPETENCY: At SOS' request the Respondent will be required to furnish promptly any information that they may consider necessary to establish their competency to perform the work.
- I. REFERENCES: The Respondent shall provide the identification of at least three (3) references currently using the application services which are the same or essentially the same or substantially similar to those specified herein. These services must have been operational for a minimum period of two (2) years. A brief description of the services must be provided along with the name, title, business address, and telephone number of the client to contact regarding the services provided. The SOS reserves the right to contact each client listed in the proposal.

- J. PROPOSAL LIFE: The Proposal submitted to SOS in response to this RFP will be binding on the Respondent for ninety (90) calendar days following the due date prescribed in the RFP.
  
- K. PERFORMANCE BOND: Upon award, the Respondent will be asked to provide SOS, within ten (10) working days of notification of award, a performance bond, approved by SOS, in the amount of fifty percent (50%) of the Proposal Grand Total as a guarantee of the satisfactory performance of the services proposed. The performance bond must be in force for the entire life of the contract. In the event the Respondent fails to deliver or perform to the satisfaction of SOS, the contracting authorities for SOS reserve the right to proceed against the performance bond and to cancel any associated agreements without any resulting liability, present or future to SOS.
  
- L. INSURANCE: Upon award, the Respondent will be asked to Provide SOS within ten (10) working days of notification of award, certificates of insurance from an entity licensed to provide insurance within the State of Alabama. The Respondent will carry and maintain, during the entire period of performance under this contract, the following:
  - 1. Worker' Compensation and Employee's Liability insurance with a minimum of \$100,000 per incident,
  - 2. Comprehensive General Liability with a minimum of \$3 million bodily injury per occurrence,
  - 3. Bonding of Vendor employees (permanent, temporary or contracted) with a minimum of \$100,000 per incident.

Certificates of Insurance will be necessary for any and all sub-contractor(s), joint venture partner(s), or related entity of the Respondent.

XI. TERMS, ACRONYMS, AND ABBREVIATIONS

General Acronyms and Abbreviations

AOC	Administrative Office of the Courts
DPH	Department of Public Health
DPS	Department of Public Safety
GAAP	Generally Accepted Governmental Accounting Principles
RFP	Request For Proposals
SOS	Secretary of State
PEC	Proposal Evaluation Committee