



Office of State Procurement
1201 N. Third Street, Suite 2-160
Baton Rouge, Louisiana 70802

State of Louisiana

Division of Administration, Office of State Procurement

Invitation to Negotiate (ITN)

New Voting System for Secretary of State

Solicitation Number Doc2403888694

Ariba Discovery Website:

[https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscovery
ui#/RfxEvent/preview/1110027198?anId=ANONYMOUS](https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/1110027198?anId=ANONYMOUS)

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ITN Overview

I. Introduction

The purpose of this Invitation to Negotiate (ITN) is to obtain offers as allowed by **La. R.S. 39:1600.2** and **La. R.S. 18:1362** from qualified Vendors who are interested in providing a turnkey solution for a New Voting System.

The State intends to award to a Vendor for implementation of a New Voting System. The State reserves the right to make one or more additional awards to Vendors who can provide component parts.

II. General Information and Instructions

A. ITN Point of Contact. The following individual is the sole contact for this ITN:

Andrew Rasco
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B. Ariba Discovery Website. This ITN is available in electronic form at the Louisiana eProcurement Solutions by Ariba (LESA) website by navigating to <https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/1110027198?anId=ANONYMOUS> and clicking Respond.

C. ITN Documents. This ITN consists of this ITN Overview, the following attachments, and any information or materials posted by the State to the Ariba Discovery Website, as amended:

1. [Attachment A, Standard ITN Terms and Conditions](#)
2. [Attachment B, Special ITN Terms and Conditions](#)
3. [Attachment C, Problem Statement/Scope of Work](#)
4. [Attachment D, ITN Evaluation and Negotiation Plan](#)
5. [Attachment E, Sample Contract](#)
6. [Attachment F, Protest Information](#)
7. [Attachment G, Hard Copy Reply Submittal](#)
8. [Attachment H, Reply](#)

D. Schedule of Events.

Event	Date	Time (CT)
ITN posted and Blackout Period begins	10/02/2026	
Deadline to submit questions	10/13/2026	11:59 PM
Reply opening date (Reply submission deadline)	11/05/2026	10:00 AM
Tentative public testing date(s)	On or before 11/20/2026	

Responses to questions should be posted no later than 14 calendar days before the reply opening date.

Dates and deadlines are subject to change. Vendors should continue checking the Ariba Discovery Website for the most up-to-date information.

E. How to Ask Questions.

- 1. Read and review this ITN, including all attachments, exhibits, and addenda.**
- For questions about the content of this ITN, Vendors **must** submit questions through the Event Messages section of this ITN in LESA. Questions must reference the specific section of the ITN to which the question relates. Only those questions received through the Event Messages section by the established deadline shall be considered by the State. Questions submitted through other methods **will not** be answered.
- For assistance with technical issues associated with the Ariba Discovery Website, contact lesa@la.gov.

F. How to Respond.

- 1. Read and review this ITN, including all attachments, exhibits, and addenda.**
- Prepare a reply that:
 - Follows the requested format;
 - Includes the Solicitation Number on all materials making up the reply;
 - Addresses each question and request for a response in this ITN, including all questions in Attachment H, **Reply**;
 - Clearly demonstrates the ability to meet the Problem Statement/Scope of Work described in Section III, Problem Statement/Scope of Work, and Term of Contract and Attachment C, **Problem Statement/Scope of Work**; and
 - Includes all required submissions identified in Section V, Vendor's Reply.
- Submit your reply by the reply opening date:
 - Electronically via LESA; or

- b. Via Hard Copy by following the instructions in Attachment G, **Hard Copy Reply Submittal**.

III. **Problem Statement/Scope of Work**

The Department of State/Secretary of State is requesting replies from prospective Vendors to provide a turnkey solution for a New Voting System as outlined in Attachment C, **Problem Statement/Scope of Work**.

IV. **Term of Contract**

The term of any contract resulting from this ITN shall begin upon execution and remain in effect for a period of 60 months unless otherwise terminated in accordance with the termination provisions of the Contract. The selected Contractor(s) will be expected to be able to assume the responsibilities outlined herein within 30 days of contract execution, unless amended and agreed to by the parties and in accordance with law.

V. **Vendor's Reply**

Firms or individuals who are interested in providing services requested under this ITN must submit a reply containing the mandatory information specified in the ITN. The State encourages all Vendors to submit replies electronically through LESA. However, Vendors may submit replies either through LESA or via Hard Copy. The reply must be submitted in LESA or received in Hard Copy by the Office of State Procurement (OSP) on or before the date and time specified in the Schedule of Events. Fax and email submissions are not acceptable.

- A. LESA Reply Submittal.** Vendors are strongly encouraged to submit the reply electronically via LESA by answering all questions and attaching additional documentation as requested. If the Vendor does not have an SAP Ariba Business Network account, the Vendor should register at <https://supplier.ariba.com> and click "Register Now". SAP Ariba provides support if needed at <https://support.ariba.com/help>.
- B. Hard Copy Reply Submittal.** Vendors with the inability to submit the reply electronically via LESA may submit the reply via Hard Copy to OSP. See Attachment G, **Hard Copy Reply Submittal** for details regarding Hard Copy submittal.
- C. Required Submissions.** The following must be submitted with the reply:
1. Any response required to be submitted directly through the Ariba Discovery Website;
 2. Completed and signed Attachment H, **Reply**;
 3. Redlined copy of Attachment E, **Sample Contract**, if proposing modifications; and
 4. Redacted copy of reply clearly marked as such, if claiming confidential, proprietary, or protected information.

Note: Microsoft Word versions of the attachments are available on the Ariba Discovery Website by clicking References in the appropriate section.

D. Other Documents. The following are informational only and do **not** need to be submitted with the reply:

1. This ITN Overview
2. Attachment A, Standard ITN Terms and Conditions
3. Attachment B, Special ITN Terms and Conditions
4. Attachment C, Problem Statement/Scope of Work
5. Attachment D, ITN Evaluation Plan
6. Attachment E, Sample Contract (unless proposing modifications)
7. Attachment F, Protest Information
8. Attachment G, Hard Copy Reply Submittal

E. Reply Opening. Any Vendor who would like to view the opening of this ITN can access the following link on the date and time of this reply opening as specified in Section D, Schedule of Events: <https://doa-ospla.zoom.us/j/2697438343>

This link will provide live audio and video access to this reply opening. The link will be live at 9:45 AM (Central Time) on the date of the reply opening. Only the names of the Vendors submitting replies shall be identified aloud.

VI. Evaluation and Negotiation

A. State Initial Evaluation Committee.

1. The State will utilize a committee whose members have expertise in various areas to evaluate all replies.
2. The State Initial Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Vendor or Reply. Such input may include, but not be limited to, analysis of the Vendor's financial statements, review of technical requirements, or preparation of cost score data.

B. Replies will be sealed until the reply opening date and time. After opening, replies will be evaluated in stages for the purpose of selecting the replies determined to be acceptable, in accordance with criteria for negotiations set forth within this ITN and further detailed in Attachment D, **ITN Evaluation and Negotiation Plan**.

1. **Stage 1: Initial Responsiveness.** Replies will be reviewed for completeness and initial responsiveness. Replies omitting required documents or responses may be rejected in accordance with Attachment A, **Standard ITN Terms and Conditions**, and Attachment B, **Special ITN Terms and Conditions**.
2. **Stage 2: Mandatory Minimum Requirements.** Complete and responsive replies will be reviewed for compliance with Mandatory Minimum Requirements. Replies failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment D, **ITN Evaluation and Negotiation Plan**, may be rejected in accordance with Attachment A, **Standard ITN Terms and Conditions**, and Attachment B, **Special ITN Terms and Conditions**.
3. **Stage 3: Technical and Cost Criteria.** Replies meeting or exceeding the Mandatory Minimum Requirements will be evaluated by the State Initial

Evaluation Committee against the Technical and Cost Criteria set forth in Attachment D, **ITN Evaluation and Negotiation Plan**.

C. Determination of Responsibility. Determination of the Vendor's responsibility relating to this ITN shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. The State must find that the selected Vendor(s):

1. Have adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Have the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Are able to comply with the proposed or required time of delivery or performance schedule;
4. Have a satisfactory record of integrity, judgment, and performance; and
5. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

D. The Voting System Proposal Evaluation Committee

1. The State will utilize a committee whose members have expertise in various areas, as required by La. R.S. 18:1362.2, to conduct negotiations and evaluate updated replies.
 - a) Only those Vendors whose replies are determined to be acceptable by the State Initial Evaluation Committee in accordance with the criteria for negotiations set forth in this ITN shall be candidates for negotiations with the Voting System Proposal Evaluation Committee.
2. The Voting System Proposal Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Vendor or Reply and negotiation subject matter.

E. Best and Final Offer (BAFO). The State reserves the right to conduct a BAFO with one or more Vendors determined by the Voting System Proposal Evaluation Committee to be reasonably susceptible of being selected for award in accordance with Attachment A, **Standard ITN Terms and Conditions**.

VII. Award Process

- A.** Upon completion of the negotiations process, the Voting System Proposal Evaluation Committee shall submit to the Secretary of State its recommendation(s). The Secretary of State shall then make a recommendation to the Chief Procurement Officer and submit to OSP the required file documentation stated in Louisiana Administrative Code, Title 34, Part V to support the selection, along with an explanation of how the deliverables and price provide the best value to the State, and recommend award accordingly.
- B.** Upon consideration of the recommendation, the Chief Procurement Officer, or designee, shall make the award decision. OSP will issue a "Notice of Award" in accordance with Attachment A, **Standard ITN Terms and Conditions**.

Attachment A, Standard ITN Terms and Conditions

This ITN and the Vendor's participation therein are subject to the following terms and conditions. **In the event of a conflict between the Standard ITN Terms and Conditions and the Special ITN Terms and Conditions, the Special ITN Terms and Conditions shall govern.**

I. Definitions

- A. Agency** means any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this ITN.
- B. Award** means the issuance of a Notice of Award to all Vendors.
- C. Business Hours** – Typically, 8:00 A.M. through 5:00 P.M., Monday through Friday (Central Time) during which time the State conducts routine business.
- D. Can** denotes a permissible action.
- E. Competitive Sealed Replies** means replies submitted in response to an Invitation to Negotiate and which are protected from inspection prior to the deadline for submission.
- F. Confidential Information** means information that is protected from disclosure as a public record by law, including information that is named as “confidential” from disclosure as a public record under law.
- G. Contract** means a legally binding agreement between the State and the Contractor, resulting from this ITN, including all documents, exhibits, and attachments specifying services to be performed or provided by the Contractor, billing rates for these services, and the manner in which the Contractor shall be compensated for these services, which shall be executed by the Contractor and the State.
- H. Contractor** means the selected Vendor with whom the State executes a Contract resulting from this ITN.
- I. Day** means a calendar day, unless explicitly identified otherwise.
- J. Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this ITN.
- K. Discussions** means a formal, structured means of conducting written or oral negotiations with selected responsible Vendor(s) who submit replies in response to this ITN.
- L. DOA** means the Louisiana Division of Administration.
- M. Invitation to Negotiation (ITN)** means a written or electronically posted solicitation for competitive sealed replies to select one or more Vendors with which to commence negotiations for the procurement of information technology systems, information technology services, software, professional services, or consulting services.
- N. LaPAC** means Louisiana Procurement and Contract Network
- O. LESA** means Louisiana eProcurement Solutions by Ariba.
- P. May** denotes an advisory or permissible action per La. R.S. 39:1556(34).
- Q. Must** denotes mandatory requirements.
- R. Negotiation** means the formulation of a contractual relationship through discussions as may be allowed under the Louisiana Procurement Code.

- S. Notice of Award** means a written notification from the State to a successful Vendor or Vendors stating that a contract has been awarded to them in accordance with the ITN.
- T. OSP** means the Louisiana Office of State Procurement.
- U. Practicable** means that which can be done or put into practice; feasible.
- V. Reply** means the offer(s), reply(ies), document(s), data, information, and other media submitted by a Vendor in response to this ITN, including information submitted directly through the Ariba Discovery Website and information submitted after the reply opening date at the request of the State.
- W. Responsive Reply** means a reply submitted by a responsive and responsible Vendor that conforms in all material respects to the ITN.
- X. Responsible Vendor** means a Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- Y. Responsive Vendor** means a Vendor that has submitted a reply that conforms in all material respects to the solicitation.
- Z. Ariba Discovery Website** means the location of this ITN in LESA.
- AA. Shall** denotes mandatory requirements per La. R.S. 39:1556(53).
- BB. Should** denotes a desirable action.
- CC. State** means the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions, as well as their officers, agents, servants, employees, and volunteers.
- DD. State-Observed Holidays:** The following holidays are currently observed by the State. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
- New Year's Day
 - Martin Luther King Jr. Day
 - Mardi Gras
 - Good Friday
 - Memorial Day
 - Juneteenth Day
 - Independence Day
 - Labor Day
 - Election Day (in even numbered years)
 - Veterans Day
 - Thanksgiving Day
 - Acadian Day
 - Christmas Day
- EE. State Project Manager** means a person designated by the State who is responsible for monitoring the Contract throughout the term of the Contract and who is specifically responsible for enforcing the performance of the Contract terms and conditions. The State Project Manager serves as the liaison between the State and the Contractor regarding performance issues pertaining to the Contract.

- FF. Vendor** means an entity or individual submitting a reply in response to this ITN. The selected responsible Vendor for this ITN is also described as the Contractor in this document.
- GG. Using Agency** means the governmental body of the State (including any authorized users) which is procuring through this ITN pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
- HH. Will** denotes mandatory requirements.

II. Governing Law and Venue

- A.** All activities associated with this procurement shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code), La. R.S. 39:196-200 (Information Technology Procurement Code), and Chapter 8 of the Louisiana Election Code, as applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in this ITN.
- B.** Venue of any action for judicial review brought with regard to the Contract, after exhaustion of administrative remedies, shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, which shall exercise its appellate jurisdiction in accordance with the Louisiana Procurement Code and the Louisiana Election Code.
- C.** Vendor and Vendor's participation in this ITN must comply with all applicable federal, state, and local laws, rules, and policies.
- D.** All Deliverables proposed by the Vendor must comply with all applicable federal, state, and local laws, rules, and policies.

III. ITN Documents

A. Ariba Discovery Website.

1. The Ariba Discovery Website is the official source for the ITN documents and updates.
2. Documents from this ITN may be posted on multiple websites, including Using Agency websites and non-State procurement solicitation boards, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the Ariba Discovery Website should not be relied upon to develop or submit a reply.
3. Replies or questions submitted through any means other than those specified in this ITN may not be addressed or considered by the State.

B. ITN Addenda.

1. The State reserves the right to change the Schedule of Events or issue addenda to this ITN at any time. Information shared orally or in informal communications

will not be considered an addendum unless documented in writing on the Ariba Discovery Website.

2. It is the Vendor's responsibility to check the Ariba Discovery Website frequently for any possible addenda that may be issued.
3. The Vendor is wholly responsible for reviewing addenda and updates to the Ariba Discovery Website, acknowledging addenda as required, and submitting a reply that is responsive to and compliant with this ITN as amended.
4. The State is not responsible for a Vendor's failure to review or download any addenda documents required to complete and submit a reply.

C. Waiver of Administrative Informalities.

1. The State reserves the right, at its sole discretion, to waive administrative informalities contained in any reply.

D. Conflicts and Issues.

1. The following should be brought to the attention of the State using the process described in this ITN for asking questions or, if applicable, by filing a protest using the process described in Attachment F, **Protest Information**:
 - a. Any alleged conflict among the materials comprising this ITN; and
 - b. Any alleged issue relating to the content of this ITN, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b of this paragraph shall be filed no later than ten days prior to the reply opening date, in accordance with La. R.S. 18:1367.2.
3. Vendors shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the Contract. The Louisiana Board of Ethics shall be the only entity that can officially rule on ethics issues.

E. Blackout Period. The Blackout Period is a specified period of time during this ITN process in which any Vendor or its Agent or Representative is prohibited from communicating with any State employee or Contractor of the State involved in any step in this ITN process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in this ITN process includes, but is not limited to, project management, design, development, implementation, procurement management, development of specifications, and evaluation of replies for a particular procurement. This ITN will identify a designated contact person. All communications to and from potential Vendors and/or their representatives during the Blackout Period must be in accordance with this ITN's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of this ITN. The Blackout Period will end upon the issuance of the "Notice of Award."

In those instances in which a prospective Vendor is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Vendor or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the disqualification of the Vendor's Reply.

Any costs associated with cancellation or termination will be the responsibility of the Vendor.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 and La. R.S. 18:1367.1 et. seq.;
2. Duly noticed site visits and/or conferences for Vendors;
3. Written or Oral clarifications/presentations/public testing during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency, provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of replies, replies, and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of this ITN; or,
5. Contract negotiations for this ITN with the selected acceptable Vendor(s).

IV. Replies

- A. Late Delivery or Non-delivery of Reply.** Vendor is wholly responsible for ensuring Vendor's reply is complete and submitted timely to the State in the format required by this ITN. The State will not accept a reply after the reply opening date and time.
- B. Legibility/Clarity.** Replies to the requirements of this ITN in the formats requested are desirable, with all questions answered in as much detail as practicable. The Vendor's reply is to demonstrate an understanding of the requirements. Replies prepared simply and economically, providing a straightforward, concise description of the Vendor's ability to meet the requirements of this ITN, are also desired. Each Vendor is solely responsible for the accuracy and completeness of its reply.
- C. Errors and Omissions in Reply.** The State will not be liable for any errors or omissions in the reply. The Vendor will not be allowed to alter reply documents after the deadline for reply submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in replies by the State or the Vendor. The State, at its option, has the right to request clarification or additional information from the Vendor.

D. Reply Changes Prior to Reply Opening.

1. **LESA Replies.** The Vendor may make changes within LESA at any time prior to the reply opening date and time by editing the reply.
2. **Hard Copy Replies.** See Attachment G, **Hard Copy Reply Submittal** for details regarding changes prior to reply opening.

E. Withdrawal of Reply Prior to Reply Opening.

1. **LESA Replies.** A Vendor may withdraw a reply that has been submitted at any time up to the reply opening date and time. To accomplish this, a message must be sent through LESA requesting withdrawal of the submitted reply.
2. **Hard Copy Replies.** See Attachment G, **Hard Copy Reply Submittal** for details regarding withdrawal of the reply prior to reply opening.

F. Material in the ITN. Replies shall be based only on the material contained in this ITN. The ITN includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to this ITN.

G. Use of Subcontractors.

1. Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. The prime Contractor shall be responsible for all deliverables referenced in this ITN. This general requirement notwithstanding, the Contractor may enter into subcontractor arrangements.
2. Vendors may submit a reply in response to this ITN, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

H. Financial Reply.

1. The Vendor must complete all required elements of Part 3: Financial Reply of Attachment H. The format and structure of the Financial Reply is intended to allow for a fair evaluation of like costs among Vendors. Deviation from the format or structure of the Financial Reply may result in the Vendor's reply being deemed non-responsive.
2. The Vendor is wholly responsible for ensuring figures and calculations submitted in the Vendor's Financial Reply are accurate, even if the State has provided formulas as a courtesy.
3. Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the Vendor's cost.
4. Inclusion of cost or pricing information in any document other than the Financial Reply may result in the Vendor's reply being deemed non-responsive.

I. Proposed Modifications to the Sample Contract.

1. The State may, but is not obligated to, consider proposed modifications to Attachment E, **Sample Contract**.
2. Vendor specific modifications to Attachment E, **Sample Contract**, may be proposed as part of the Vendor's reply in Part 4: Proposed Modifications to Sample Contract of Attachment H, **Reply**, but are strongly discouraged. Proposing excessive or overly restrictive modifications, or proposing modifications upon

which Vendor's reply is conditioned, may result in Vendor's Reply being deemed non-responsive.

3. The following will not be considered by the State:
 - a. Any proposed modification of a non-negotiable term listed in Part 4: Proposed Modifications to Sample Contract of Attachment H, **Reply**;
 - b. Any proposed modification not submitted with Vendor's reply in Part 4: Proposed Modifications to Sample Contract of Attachment H, **Reply**;
 - c. Any proposed modification not accompanied by an explanation as required in Part 4: Proposed Modifications to Sample Contract of Attachment H, **Reply**;
 - d. Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with the Vendor's reply; and
 - e. Any proposed modification merely referencing another document or a URL.
4. Vendors may propose additional terms, but must include them in Part 4: Proposed Modifications to Sample Contract of Attachment H, **Reply**, and must clearly identify where any terms conflict with the Sample Contract.

- J. **Reply Contact.** Vendors should ensure that the contact information associated with their Vendor's SAP Ariba Business Network account is current throughout the ITN process. The Reply Contact identified by the Vendor in Part 1, Vendor Information, Acknowledgements, and Certifications of Attachment H, **Reply**, must be able to respond in a timely manner to communications from the State. Vendor must, within 24 hours, notify the State of any change to Vendor's Reply Contact. Vendor is wholly responsible for ensuring communications received by Vendor's Reply Contact are reviewed and addressed in a timely manner by the appropriate personnel.
- K. **Reply Development Costs.** The State shall not be liable for any costs incurred by prospective Vendors or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the reply, preparing for oral presentations, and any other expenses incurred by the Vendor in responding to this ITN shall be entirely the responsibility of the Vendor and shall not be reimbursed in any manner by the State of Louisiana.
- L. **Reply Validity.** All replies shall be considered valid for acceptance until an award is made. The award should be made within 180 days.
- M. **Ownership of Replies.** All materials submitted in response to this ITN will become the property of the State. Selection or rejection of a reply does not affect this right. The State will retain all replies submitted and not returned to Vendors. Any copyrighted materials in the reply are not transferred to the State.
- N. **Business Confidentiality, Trade Secrets, and Proprietary Information.**
 1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the reply. The Financial Reply will not be considered confidential under any circumstances. Any Technical Reply copyrighted or marked as confidential or

proprietary in its entirety may be rejected without further consideration or recourse.

2. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Vendors are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Vendor at the time of submission of its Technical Reply. Vendors should refer to the Louisiana Public Records Act for further clarification.
3. If Vendor is claiming any portion of its Technical Reply as confidential, proprietary, or protected, Vendor must complete the required sections of Part 5: Claim of Business Confidentiality of Attachment H, **Reply**, and submit with Vendor's reply a redacted copy of Vendor's reply, which must be clearly marked as such.
4. If the Vendor does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. See Part 5: Claim of Business Confidentiality of Attachment H, **Reply**.
5. Vendors must be prepared to defend the reasons why the material should be held confidential. By submitting a Technical Reply with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Vendor agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.
6. The State reserves the right to make any Technical Reply, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the reply. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
7. Additionally, any Technical Reply that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information, and the information may be considered public records.

O. Evaluation and Selection. Evaluation and selection will be done in accordance with Attachment D: ITN Evaluation and Negotiation Plan.

P. Contract Negotiations.

1. This ITN, including any addenda, and the reply of the responsible Vendor will become part of any contract initiated by the State. The mandatory minimum requirements of this ITN shall become contractual obligations. The State reserves

the right to contract for all or a partial list of supplies and/or services offered in the reply.

2. Negotiations may include revisions of any non-mandatory terms or conditions included in Part 4: Proposed Modifications to Sample Contract of Attachment H, **Reply**, pricing, and clarification of the Problem Statement/Scope of Work.
3. Any commitments or representations made by the Vendor during these discussions shall be documented in writing in a form approved by the State.
4. The State may elect to negotiate with all acceptable Vendors concurrently or with each acceptable Vendor individually, whichever the State deems is in its best interest. Regardless of its approach, the State reserves the right to terminate negotiations if the negotiation period exceeds 30 days or if the selected Vendor fails to sign the Contract within seven calendar days of delivery.
5. Negotiations may be conducted in one or more rounds with each Vendor in the competitive range as determined by the State.
6. If Negotiations with one Vendor are cancelled, for failure to result in a contract, the State may continue negotiations with the next (or the other) acceptable Vendor in accordance with the terms of this ITN.
7. If the State is unable to negotiate a final contract with any acceptable Vendor, the Office of State Procurement may cancel this ITN.
8. The Office of State Procurement may terminate negotiations at any time if it is determined to be in the best interest of the State and shall provide the reasons therefore in writing.
9. OSP must approve the final Contract to complete the process.

Q. Best and Final Offers (BAFO).

1. The State reserves the right to conduct a BAFO with one or more Vendors determined by the committee to be reasonably susceptible of being selected for award. The Vendors selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO, along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the Problem Statement/Scope of Work or to obtain the most cost-effective pricing available from the Vendor.
2. The written invitation to participate in a BAFO will not obligate the State to enter into a contract.

S. Notice of Award.

1. The "Notice of Award" is the notification of the award of the Contract. However, the "Notice of Award" is contingent upon successful negotiation of a final Contract and approval by the Division of Administration, Office of State Procurement.
2. OSP will also notify all Vendors as to the outcome of the award process. The replies received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.), along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be

made available, upon request, to all interested parties after the “Notice of Award” has been issued.

3. Any person aggrieved by the proposed award has the right to submit a protest by using the process described in Attachment F, **Protest Information**. Issuance of the “Notice of Award” starts the protest period.

T. Secretary of State Requirements.

1. In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

II. Rights Reserved to the State

A. Rejection of Replies.

1. Issuance of this ITN in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all replies submitted or to cancel this ITN if it is in the best interest of the State to do so.
2. In accordance with the provisions of La. R.S. 39:2192, in awarding contracts, any public entity is authorized to reject a reply or bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

B. Cancellation.

1. The State may cancel this ITN at any time if the State determines that cancellation is in the best interest of the State.

C. No Guarantee of Quantities.

1. The quantities referenced in this ITN are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State to increase or decrease the amount, at the unit price stated in the reply, if applicable.
2. Neither the State nor the Using Agency obligates itself to contract for or accept more than its actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

Attachment B, Special ITN Terms and Conditions

I. Project-Specific Definitions

Additional terms not specifically referenced in this document are defined in R.S. 18:1351 of the Louisiana Election Code.

- A. Absentee by Mail Voting** means voting that occurs on a paper ballot by mail during the statutory absentee period prior to election day.
- B. Audio Voting** means a voter interface which audibly communicates the list of all candidates and ballot measures upon which an eligible elector is entitled to vote in an election. It also provides the voter with audio stimuli and allows the voter to communicate their voting intent.
- C. Ballot Marking Device** means a device that permits contest options to be reviewed on an electronic interface and produces a human-readable paper ballot reflecting the voter's selections.
- D. Cast Ballot** means a ballot in which the voter has taken final action after reviewing his selections and irrevocably confirmed his intent to vote, either by activating the cast vote mechanism or by scanning the voter-verified paper record into a vote capture device, per R.S. 18:1351.
- E. Commissioner** means a person who works at the precinct on election day or during early voting, identifying voters and facilitating the voting process, such as commissioners, commissioners-in-charge, and early voting commissioners.
- F. Department of State (also "Department")** means the constitutionally created office in the La. Constitution Article 4, Section 7, which is overseen by the Secretary of State.
- G. Drayage** means hauling and delivery of voting machines and related equipment to and from voting machine storage warehouses and polling places.
- H. Direct Recording Electronic Voting Machine** means a voting machine that utilizes electronic components for the functions of ballot presentation, vote capture, vote recording, and tabulation, which are logically and physically integrated into a single unit. A DRE produces a tabulation of the voting data stored in a removable memory component and in printed hardcopy.
- I. Election** means all elections held in Louisiana, whether primary, general, or special, per R.S. 18:1351.
- J. Early Voting** means voting conducted by registrars of voters during the statutory early voting period prior to election day.
- K. Elections & Registration Information Network** means the Department's statewide computer database for elections, registration, qualifying, results, etc.

- L. FOB Destination** means the Department's designated destination, where the contractor's obligations include the delivery of goods to the named destination point and includes unloading of all goods delivered.
- M. Louisiana Election Code** means Louisiana Revised Statutes 18:1 et seq.
- N. Official Ballot** means the list of candidates, offices, amendments, questions, or propositions on the voting machine or paper ballot as certified by the secretary of state, per R.S. 18:1351.
- O. Parish Custodian** means the parish custodian of voting machines and the persons designated as such by R.S. 18:1354, per R.S. 18:1351.
- P. Precinct** means the smallest political unit of a ward having defined geographical boundaries.
- Q. Precinct Voting / Election Day Voting** means voting which occurs on election day at the local precincts throughout the State.
- R. Proposition** means an amendment, question, or like matter to be voted on in an election.
- S. Secretary of State** means the Chief Election Officer for the State of Louisiana, and head of the Department of State.
- T. Self-Help Code means** any back door, time bomb, or drop dead device or other routing designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and state-authorized features designed for purposes of maintenance or technical support.
- U. Unauthorized Code** means any virus, trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.
- V. Voting Equipment** means all devices, including the voting machine, used to display the ballot, accept voter selections, record voter selections, and tabulate votes.
- W. Voter-Facing Scanner** means a vote-capture device used for in-person voting that captures a voter's selections on a secure paper ballot one sheet at a time, whether hand-marked or produced by a ballot-marking device.
- X. Voter-Verified Paper Record** means a paper document or a secure hand-marked paper ballot produced by a voting system that the voter can review and verify before officially casting his ballot. Per R.S. 18:1351, the voter-verified paper record shall be printed on individual sheets of paper for each voter, shall not be printed on a continuous paper roll, and shall be independent of any software or electronic device and temporarily available to the voter for verification prior to casting his ballot upon the vote capture device.

- Y. Voting Machine** means the enclosure occupied by the voter when voting, as formed by the voter-facing vote-capture device, including its screen and privacy shield. Tabulation of the vote may occur on the voting machine or on another component of the voting system, per R.S. 18:1351.
- Z. Voting System** means the total combination of equipment, hardware, firmware, software, materials, and documentation used to cast and count votes or to perform any of the support functions to enable the casting or counting of votes, per R.S. 18:1351.

II. Project-Specific Acronyms

- A. ADA** means Americans with Disabilities Act.
- B. COTS** means Commercial Off the Shelf.
- C. EAC** means United States Election Assistance Commission.
- D. ERIN** means Elections & Registration Information Network
- E. EMS** means Election Management System.
- F. HAVA** means Help America Vote Act of 2002.
- G. RMA** means Return Merchandise Authorization.
- H. VVSG** means Voluntary Voting System Guidelines.

Attachment C, Problem Statement/Scope of Work

I. Overview

The purpose of this Invitation to Negotiate (ITN) is to obtain and implement a New Voting System for the Department of State, Secretary of State. The ITN process will afford the Department with maximum flexibility to identify and implement technological solutions from one or more Vendors that will meet all state and federal requirements, while providing Louisiana voters with utmost security, reliability, accuracy, usability, and transparency as to their votes. The intention of the State is to source a Vendor to implement the New Voting System and provide support, warranties, and parts. The State reserves the right to make an additional award to a Vendor who can provide component parts.

II. Goals and Objectives

The State's Goals and Objectives related to this ITN are:

- 1) Obtain a new voting system that meets the needs of Louisiana's voters and complies with the minimum standards set by the Department for security, durability, accuracy, efficiency, capacity, and utilizes a voter verified paper record.
- 2) Enhance election integrity by ensuring accurate ballot preparation, recording, tabulation, and auditing of votes with necessary inbound and outbound interfaces established with the Department's systems.
- 3) Improve voter accessibility for voters with disabilities that complies with the requirements of the Americans with Disabilities Act (ADA) and provides options for voting that perform well for all members of the voting population.
- 4) Implementing a voting system that is:
 - a) Centrally administered and managed by the Department;
 - b) Easy to integrate across multiple components and methods for casting a ballot;
 - c) Provides scalability and cost-effective flexibility to meet potential new demands on early voting;
 - d) Easily transported, set up, taken down, and stored safely at temperature and humidity levels common in Louisiana; and
 - e) Cost effective over time including life expectancy, maintenance, and upgrades.
- 5) If the new voting system is certified by the U.S. Election Assistance Commission (EAC) according to Voluntary Voting System Guidelines (VVSG) 1.0, provide a method and

implementation plan for upgrading the voting system to VVSG 2.0. If the Contractor requires State owned equipment to be upgraded as part of the implementation of VVSG 2.0, the Contractor should ensure minimal costs to the State.

III. Background

The Department must phase out its current voting system, which lacks a statutorily-required voter-verifiable paper record, is aging, based on legacy technology, and made from hardware that is no longer manufactured. The Department wishes to implement a modern voting system for absentee and in-person voting that utilizes proven, yet innovative, election technology and security features and includes a voter-verifiable paper record.

The Department of State, headed by the Secretary of State, is the agency charged with acquiring voting systems for the State of Louisiana pursuant to La. R.S. 18:1361 et seq. and the Louisiana Procurement Code, La. R.S. 39:1551 et seq. All elections are administered by the Secretary of State as the Chief Election Officer for the state. The Department is the repository for all voter registration records and maintains a statewide voter registration system referred to as the Elections & Registration Information Network (ERIN).

There are 64 parishes in the State. Each parish has an elected Clerk of Court, an appointed Registrar of Voters, and a Parish Board of Election Supervisors.

The Department prepares and certifies all official ballots and ballot designs; prepares and certifies all machine programming; prepares election supplies; provides election day and early voting support to the local election officials; contracts with a ballot printer; contracts for machine drayage (delivery) of voting machines to polling places and commissioner schools; purchases, stores, transports, maintains, programs, and repairs voting equipment annually and as damaged to maintain warranty; trains registrars of voters, clerks of court, parish boards of election supervisors, and assists with training election officials on use of voting equipment; supports election night transmission of election results; audits election results and promulgates returns.

The Clerks of Court are the Chief Election Officers of each parish and are responsible for training election day commissioners on the use of voting equipment on election day. They are also the ex-officio parish custodian of voting machines responsible for delivery of the machines to and from the polling places; assist in the sealing of the voting equipment for use on election day; perform pre-election tests of all result transmission processes to the Secretary of State; schedule the delivery of voting equipment with state contracted draymen for the parish; read machine memory device data on election night; transmit election data to the secretary of state on election night; and serve as a member of the parish board of election supervisors.

The Registrars of Voters are responsible for the registration of voters and the conduct of absentee by mail and early voting in their parish. In addition, each parish Registrar of Voters maintains registration data, stores early voting equipment in-office; uses data from the ERIN system to conduct early voting; is responsible for training early voting commissioners for use of voting equipment during early voting; tests and seals early voting equipment; reads early voting machine memory devices and produces results reports for the parish board of election supervisors to tabulate; maintains custody of absentee ballots received prior to election day; transfers ballots and data to the parish board of election supervisors and clerk of court for tally on election night; and serves as a member of the parish board of election supervisors.

The Parish Boards of Election Supervisors oversee and supervise all elections within each parish and are responsible for the preparation and verification of absentee and early voting ballots up to three days before election day and counting of absentee and early voting ballots on election day. On election night, absentee by mail, early voting, and election day results are tallied by the Parish Board of Election supervisors and transmitted to ERIN by the parish Clerks of Court.

Louisiana's voters may cast their ballot in person during early voting or on election day, or they may request an absentee ballot if eligible. Election day voting is conducted on Liberty Vote's AVC Advantage machines, which total 9,542 statewide. Accessible voting devices are available in every precinct. Paper ballots may be used for emergency back up in polling places on election day and paper provisional ballots are provided for all federal elections. Election day voters are checked in using pre-printed paper precinct registers.

Election days are on Saturdays (Tuesday for federal elections in November every even year) at each registered voter's precinct. There are currently 3,776 precincts and 1,942 polling places statewide, but these numbers are not static and are subject to change. Election day voting machines are stored in warehouses in each parish and are transported to the precincts by drayage contractors hired by the Department on a parish-wide basis. All ballot preparation is performed centrally on an air-gapped system in the Department's office in Baton Rouge for all 64 parishes and deployed statewide by Department employees. Polling places are manned by poll workers called election day commissioners.

The State has a seven-day (excluding Sundays) in-person early voting period (10 days for presidential elections) that ends seven days prior to election day. Some parishes have multiple early voting sites. Early voting is conducted by the Registrars of Voters on ImageCast X touch screen voting machines leased from Liberty Vote, with audio voting available in every early voting site. ERIN serves as an in-house electronic poll book to check in early voters at parish-wide early voting sites. The current early voting inventory totals 780 statewide for early voting, in-house testing, backup inventory, and outreach events. There are a total of 112 early voting sites, which include the Registrars of Voters' branch offices (permanent and temporary) and satellite locations as designated by the legislature. Paper ballots may be used for registrar

errors or machine malfunctions, and paper provisional ballots are provided during early voting for all federal elections.

Eligible voters can also vote absentee by mail, which is conducted in each parish by the Registrar of Voters. ERIN is used by the Registrar of Voters to track absentee voters and submitted ballots. The Department provides for electronic transmission of ballots to military and overseas voters and also to some disabled voters, who then return the ballots by mail. Absentee mail ballots are printed under contract by the Secretary of State and are read by Canon DR G2140 digital scanners at a central location by the Parish Board of Election Supervisors in each parish on election night. The State has a current inventory of 110 scanners allocated for all Registrars of Voters offices, in-house testing, and backups.

ERIN maintains a database of registered voters, voting precincts, elected offices, jurisdictions, candidates, ballot styles, and votes cast for candidates by precinct. The current data is available for export in various formats and record layouts to accommodate the current contractor's requirements. Certain data indexes (office/candidate/precinct) from ERIN are required to be exported/imported into the current Contractor's election management system. These indexes, along with the related votes for an office, candidate, or precinct, must be exported to a file that is uploaded to ERIN to aggregate and post vote totals. The voting equipment and related software serve as a means of receiving imports of ballot data, loading ballot data on the machine, presenting the ballot to the voter, and exporting/importing the results back to ERIN.

The Department currently employs a parish management system to interface between ERIN and the current Contractor's election management software. The parish management system facilitates state election programming procedures and generates statewide and multi-parish customized reports, including but not limited to, drayage location/precinct reports, audio links reports, ballot style reports, ballot layout reports, event log reports, election import reports, parish list reports, provisional ballot style reports, file location reports, abbreviated name reports, system event log reports, and precinct ballot style reports.

The Department's computer center is located in Baton Rouge, Louisiana.

Estimated User Volume:

Type	Number of Users	Concurrent Users
Secretary of State Central Personnel	60	60
Warehouse Personnel	200	100
Clerks of Court	250	200

The Department's Elections Division provides statistical data and other information on the state's website, www.sos.la.gov.

For election results and statistics on registration, early voting, and post-election turnout, visit: <https://www.sos.la.gov/elections-voting/election-results-statistics>

IV. Deliverables

In addition to supplying the required voting equipment, related components, and associated software, hardware, and firmware, the Contractor or Contractors' primary responsibilities for this project are defined as follows:

- A. Project Management and Administration:** Provide project management services to include functions such as:
 - 1. Development and maintenance of a communication plan and documentation requirements;
 - 2. Project work plan according to an implementation schedule prepared with the Department;
 - 3. A risk management plan to describe the process of recording, tracking, and mitigating risks, perceived or known, that may result in issues that affect the project;
 - 4. An issue management plan to describe the process of recording, tracking and resolving issues that are impacting the project, such as a problem that involves a choice between two or more alternatives for a decision critical to meeting the project schedule; and
 - 5. A staffing plan to describe the roles and responsibilities of each Contractor staffing position in the project as well as the planned hours per month.
- B. Analysis and Design:** In order to achieve the desired functionality, the Contractor shall analyze the Department's business, technical, and legal requirements. For the interfaces between the voting system and ERIN, the Contractor shall develop technical and functional specifications, provide detailed design documents, and implementation plans that include any configuration or customization necessary to accomplish the goals and objectives outlined herein. The Contractor shall analyze the existing Department technical environment, design appropriate security, backup and disaster recovery mechanisms to ensure the integrity of the systems, equipment, and business process at all times while maintaining the offline and closed network status.
- C. Development:** The Contractor shall provide programming/development services for the required interfaces according to Department specifications. The Contractor shall develop a security model, backup, and disaster recovery process plans for the following types of disasters:

1. Physical loss of servers (fire/flood);
2. Physical loss of data (drive failure);
3. Physical loss of network (programming stations);
4. Environmental failure (loss of electricity to server and switches/programming stations); and
5. Digital loss of data (virus/malware).

D. Installation and Testing:

The Contractor shall:

1. Perform installation and upgrade of the server and software/hardware/firmware components for the election management system, all voting equipment, and necessary components for each phase;
2. Perform unit integration and system testing for business processes;
3. Perform volume and stress testing to include simulation necessary for statewide deployment using the existing network infrastructure;
4. Perform a security audit to ensure the data cannot be compromised; and
5. Test the backup plan and disaster recovery plan on a quarterly basis.

E. Training and Documentation: The Contractor shall define training requirements, prepare training plans (train-the-trainer for Department project staff), develop and deliver training, and distribute corresponding documentation and training materials for:

1. Department staff to obtain skill levels required to support all aspects of programming, use of the voting system (hardware, firmware, and software), system maintenance, troubleshooting, and audit data functionality;
2. Support the Department staff in training the Registrars of Voters on use of hardware and system software for early voting and absentee ballot tallying;
3. Support the Department staff in training the Clerks of Court and election day commissioners on use of hardware; and
4. Support the Department staff in training the Clerks of Court on use of the system software for election day ballot tallying.

F. Knowledge Transfer:

The Contractor shall:

1. Prepare Department staff before implementation to assume responsibility for continued support and enhancement of the new functions through both formal training and on-the-job knowledge transfer; and
2. Provide application and system documentation for all procedures required for ongoing maintenance, including documentation of all customization, configuration and customer specific development along with procedures for the subsequent

changes or enhancement of the system in the future for any required component part of the voting system or application.

- G. **Post-Implementation Support:** The Contractor shall ensure support will be available to provide successful resolution of any system problems, implementation issues, and any legal upgrades required by state or federal law, the Department, or the EAC, and ensure a proper transition of support requirements to the Department staff. The Contractor shall also provide support for any Department, Help America Vote Act (HAVA), or EAC standards which are required to be implemented on the voting system after the Contract is awarded.
- H. **Post-Implementation Reporting:** The Contractor shall report any and all software, hardware, and firmware malfunctions, issues, problems, or exceptions in any jurisdiction throughout the country where the Contractor currently supplies voting systems and/or services. The Contractor shall issue this report to the Department's project manager in writing within 24 hours of receipt by the Contractor.
- I. **Annual Upgrades:** The Contractor shall provide, at Contractor's expense, annual upgrades to software and firmware, to be supported by the Contractor, to improve the voting system as requested by the Department and agreed upon by the Contractor during the contract period, including upgrades to VVSG 2.0 certified software and firmware.
- J. **Ongoing Support:** The Contractor shall provide annual election support following implementation of the new voting system on a schedule agreed upon by the Secretary of State and the Contractor. Support provided during the contract period shall be provided by personnel with at least three years of experience with the Contractor, specific to the voting system, programming, and machine functionality.
- K. **Warranty and Support Agreement:** The Contractor shall provide a five-year parts and labor warranty, inclusive of any travel related costs, from date of receipt for all component parts of the new voting system and related equipment. The Warranty and support agreement shall include an agreed upon return merchandise authorization (RMA) process for all component parts of the proposed voting system. Assuming that the Department staff will make necessary repairs, the Contractor shall detail all required support to be provided by project manager and specialists, including any election management system designers, voting system specialists, and/or training and certification specialists. Such support shall include technical support for on-site elections programming, as well as election day support for each election cycle during the contract. The warranty and support agreement shall clearly state that repairs performed by Department staff will not void warranty.

- L. **Reporting:** The Contractor shall provide status reports to the Department on a monthly basis. The status reports shall include tasks completed during the time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. This report shall be delivered to the Department's project manager by close of business within three business days after the end of the period covered.
- M. **Escrow Agreement:** The Contractor shall provide an escrow agreement which:
1. Identifies an escrow agent located in Louisiana;
 2. Provides the software source code on a USB memory key and CD/DVD to the escrow agent; and
 3. Provides the software documentation to the same escrow agent.

The Contractor will be responsible for keeping the escrow copy updated with each new release of software. For all software provided to the Department pursuant to any Contract resulting from this ITN, the Contractor shall either provide the source code directly to the Department or deliver a copy of the software source code on a flash drive and CD/DVD and a copy of the software source code documentation to a State-approved escrow agent at no additional cost to the Department. Upon the Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, or Contractor's discontinuance of support of any software or system, the Contractor shall convey to the Department all rights, title, and interests in all software code developed specifically for the Department's system, including software, licenses, software source codes, and all associated software source code documentation that comprises any solutions proposed as part of the Contract. These rights include, but are not limited to, the right to use, and cause others to use on behalf of the Department, said software, software documentation, licenses, software source codes, and software source code documentation. This requirement shall not apply to any open-source software.

V. Detailed Requirements

- A. **Estimated Quantities Needed to Satisfy this ITN:** The Department will implement the new voting system in phases, but there are many environmental factors (budgetary, logistical, needs of the general public, such as voter mobility and age of voters) that may affect the Department's ability to purchase or lease voting equipment and the rate of implementation.
1. The estimated quantities are described below:
 - i. Anticipated quantity of ballot marking devices for early voting is 1,100 (current inventory of voting machines is 780). The anticipated quantity of voter-facing scanners is 215.

- ii. The replacement ratio of election day voting machines is 2:1 for ballot marking devices and 1:1 for voter-facing scanners (current inventory of voting machines is 9541).
 - iii. The anticipated quantity of additional voting equipment for backups, outreach, and private elections is 700 ballot marking devices and 500 voter-facing scanners.
 - iv. At minimum, two hundred audio voting headsets will be required for early voting, and 4,500 audio voting headsets will be required for election day voting.
 - v. Electronic adjudication software offered for central count tabulation will be used in a minimum of ten parishes.
2. The Department's current inventory of about 9,541 election day voting machines are distributed to the parishes based on voter population, at an allocation rate of 250-350 registered voters per voting machine for early or election day voting, plus up to 5% backup. Depending on the screen size of a new ballot marking device, the Department anticipates a 2:1 replacement ratio. The quantities are subject to change due to redistricting and registration changes. Furthermore, because of redistricting and registration changes, a decrease in the ratio of voting machines and other voting equipment to registered voters, the need to replace non-operative equipment for reasons that are not the responsibility of the Contractor (not covered under warranty or maintenance), or for any other reason, the Department reserves the right to procure more or less voting machines and other voting equipment than the numbers specified, as needed, during the initial term of the Contract awarded in response to this ITN.
3. The Contractor shall provide all component parts necessary to fully operate the Contractor's voting system, including, but not limited to, computer hardware, ballot activation devices, voter interface, software, printers, modems, power supplies, external devices, and privacy solutions. Necessary component parts that must be procured by the Department in order to operate the voting system shall be listed separately.

B. Proposed Off-the-Shelf Hardware and Software:

1. All PCs, monitors, servers, and COTS software (including office software) required for this implementation that will be the responsibility of the Department to procure separately must be clearly outlined with minimum specifications provided, i.e., network connection capability and operating system.
2. The Contractor will comply with Department network and security standards. All hardware and software will be reviewed, tested, and examined for possible cybersecurity issues before it is used on the network, and will only be made operable with written approval of the Department.
3. The Department may allow the Contractor to utilize any non-proprietary COTS hardware or software owned or licensed by the Department. However, the use of any hardware or software identified by the Department as proprietary hardware or software that is

owned by or licensed to the Department by a third party will require permission of the entity or licensor that has the proprietary rights and the Department prior to use. The reply shall address this issue in full, including a reply to address the potential situation of multiple contractors operating in the Department on different systems during implementation of the new system, including but not limited to requirements, expenses, functionality, etc.

4. The equipment shall be new or of current manufacture and must meet all state and federal safety standards in effect at the time of the contract award or delivery.

C. Workflow:

1. The Contractor shall maintain a detailed diagram of the workflow for using the voting system(s) in the conduct of an election. The detailed plan shall include distinct tasks, personnel required, and time requirements for those tasks.

D. Certification of Voting System Upgrades:

1. All voting system firmware, software, and hardware shall be upgraded and certified by the Contractor on a periodic basis to meet federal and state requirements throughout the term of the contract resulting from this ITN.
2. All system software components depending upon any commercially available products by companies such as Microsoft, Google, or Apple will be upgraded and certified at the discretion of the Department after the official release by the company or other contractor.

E. State Participation:

1. The Department will be making a major commitment of time, personnel, and funds to the success of this project. The various roles that the Department personnel will play in this project have been identified with two key goals in mind:
 - i. To ensure the success of the implementation of any new voting system.
 - ii. To develop the personnel resources necessary to continue the success of the system once the Contractor's onsite involvement has ended.
2. One of the key roles the Department will play will be to monitor progress of the project. The establishment of standards, the acceptance testing process, and a quality assurance program will be utilized to ensure that upon departure of the Contractor, the Department is left with a system that meets its functional and technical requirements. This does not in any way diminish the Contractor's responsibility for management of the project.
3. The Department also expects to actively participate in the effort to complete the deliverables and project. The Department personnel will provide knowledge of business requirements, operational application data, technical knowledge of the application

development environment, state laws (legal requirements), and mechanical knowledge of the system. The Department personnel will be available to act as facilitators in resolving any problems the Contractor encounters that may impede the progress of the project.

4. Once the project is complete, the onsite Contractor personnel will be limited to the support agreement during the warranty period. Additionally, the Department must have established a broad base of expertise in the tools and the application, and in the Department's implementation of the application. The support staff must have knowledge necessary to perform continued system development and provide on-going user support and training. The Department's technical staff will need the expertise to maintain the related processes, administer system databases, and maintain application software. With this in mind, it will be necessary for Department personnel to have meaningful roles in every aspect of the project lifecycle.

F. State Resources:

1. The Department will make the resources described below available to the Contractor for the Contractor's use in fulfillment of the contract:
 - i. **Project Manager:** The Department will appoint a project manager with experience in the successful implementation of voting machine projects. The project manager will also possess knowledge of the Department's operational environment.
 - ii. **Functional and Technical Staff:** The Department will provide employees who generally possess a broad base of knowledge across the Department's election systems, and varying degrees of system administration and election programming experience. Reasonable access to other personnel on a limited basis will be coordinated through the Department project manager.
 - iii. **Office Facilities:** The Department will provide reasonable and normal office space, basic office furniture, supplies, and limited usage of copiers, printers, and fax machines.
 - iv. **Computer Facilities:** The Department will make use of computer systems available at reasonable times and in reasonable time increments to support system development, testing, and installation activities. Special facility requirements, such as stress testing, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.
2. Any Department resources furnished to the Contractor shall be used only for the performance of the contract.

G. Training, Voting System Documentation, and Training Materials:

1. The primary goal for training and documentation efforts is to provide an education and training curriculum for Department staff and for personnel from the Clerks of Court's and the Registrars of Voters' offices. The Department staff involvement is a key ingredient in the system's long-term success. Therefore, it is critical that the Department staff fully understand all aspects of the machines as well as the applications or systems supporting their operation. The Contractor will be required to deliver a training plan for both technical and functional project staff as well as providing on-the-job knowledge transfer. The goal of the education and training curriculum for the Department project team must be designed to:
 - i. Accelerate the team's ability to effectively communicate using relevant terms and concepts.
 - ii. Ensure rapid, top-quality capability transfer to move the project team quickly along the learning curve to self-sufficiency.
 - iii. Provide a sufficient level of knowledge to the project team to enable Department staff to assume the responsibility of first level support for the user community.
2. Acceptance testing training: The Contractor shall have a minimum of two employees each with a minimum of three years of relevant experience with the Contractor (specific to the voting system, programming, and machine functionality) available for the first election cycle in each parish to assist and train the Department staff in that parish in receiving and acceptance testing of the new voting system during each phase. All employees and subcontractors assigned to this project must be United States citizens.
3. Voting system hardware and software training: The Contractor shall provide training to all of the Department's elections operations employees on the following:
 - i. All software functions;
 - ii. The operation and mechanics of the voting system hardware;
 - iii. Poll worker training;
 - iv. Public training;
 - v. Pre-election logic and accuracy testing;
 - vi. Programming and preparation of voting equipment;
 - vii. Preparation of polling place to accept voting equipment;
 - viii. Electronic transmission of election results;
 - ix. Use of custom reports or worksheets and tabulation of results;
 - x. Retrieving hardware and software hashes to confirm the match the state certified version at test and seal and at certification of results;
 - xi. Confirming digital signatures on ballot images;
 - xii. Information to be used in training Clerks of Court and election day commissioners;

- xiii. Methods of ensuring the accuracy of precinct results;
 - xiv. Conducting a recount;
 - xv. Activation of a machine in a split precinct;
 - xvi. Production of documents to meet state record preservation requirements;
 - xvii. Printing, designing, and reformatting election reports;
 - xviii. Security measures to prevent tampering or theft;
 - xix. Operation of the voting equipment from start to finish;
 - xx. Troubleshooting methods to quickly identify and resolve any problems;
 - xxi. Assisting voters who require help while in the voting process;
 - xxii. Immediate determination of device problems;
 - xxiii. Using the battery backup during electrical failure;
 - xxiv. Taking a malfunctioning piece of equipment out of service; and
 - xxv. Complete operations of audio equipment and voting for persons with disabilities.
4. Voting System Documentation and Training Materials: The Contractor shall provide training materials electronically and in print for ongoing use of the Department, and shall provide manuals, videos, specifications, and other documentation for all equipment, hardware, firmware and software that are components of the proposed voting system.
5. Department Personnel to be Trained: Training of Department employees (approximately 250 statewide) may begin upon successful contract negotiations and full execution of the contract by all parties. Training shall be to such an extent that the Department, Registrar of Voters, and Clerk of Court personnel will be able to independently administer an election on the new voting system without Contractor presence, following the expiration of the on-site technical support required by this ITN. Information shall be provided in writing and through a series of individual and group training sessions, which shall include a “hands-on” approach to using the new system. Training of lay personnel, including election day commissioners, should be facilitated by the use of a training video that the Department, Registrars of Voters, and Clerks of Court will have the right to use in perpetuity for training its early voting and election day workers. The Contractor shall provide training to the following personnel:
- i. Department employees, including approximately 250 employees responsible for the following functions:
 - 1. Programming ballots, counting procedures, and all related functions for proposition and candidate elections;
 - 2. Programming the new voting system for tabulating, storing, printing and producing electronic election results;
 - 3. Creating and testing the custom reports for drayage, absentee by mail and early voting tally, final results tally, etc.;

4. Maintaining and repairing all components and aspects of the voting system;
 5. Providing technical support to Department employees in training the Registrars of Voters, Clerks of Court, and their employees;
 6. Storing and transporting the voting machines and associated equipment;
 7. Creating test decks for pre- and post-election logic and accuracy testing;
 8. Receiving election returns from each Clerk of Court and promulgating those results on election night;
 9. Chain of custody features of the equipment;
 10. Programming a private election with the ability to tabulate and produce reports;
 11. Audio recording and audio voting; and
 12. Audit procedures.
- ii. Clerk of court employees, including approximately 75 employees responsible for the following functions:
 1. Training election day commissioners (approximately 25,350 statewide) on the use and operation of the new voting system;
 2. Sealing and preparing voting machines for election day;
 3. Aggregating and transmitting electronic results to the Secretary of State for promulgation;
 4. Chain of custody features of the equipment; and
 5. Creating test results files for testing of the election night results transmission system prior to election night.
 - iii. Registrar of Voters employees, including approximately 75 employees and approximately 325 early voting commissioners responsible for the following functions:
 1. Testing of all absentee by mail equipment and early voting equipment prior to election;
 2. Conducting early voting using the new voting system;
 3. Chain of custody features of the equipment; and
 4. Tabulating and transmitting absentee by mail and early votes to the Clerk of Court on election night.

H. Installation of Voting System:

1. Installation of all systems and components required for an easy to use ballot preparation system that minimizes or eliminates redundant keying of data within and across the 64 parishes and minimizes the programming time. Personnel must be able to enter data concurrently as long as they are not editing data in the same parish at the same time.

2. All 64 parishes shall be programmable at the same time.
3. The Contractor shall have a minimum of two employees each with a minimum of three years of election programming experience with the Contractor available to assist in election programming and in conducting the first two elections in all Parishes.
4. In addition to the production installation of any application or system, the Contractor will be required to install a small test installation with a subset of parishes. This instance shall be installed on a separate server from the production instance.
5. The test environment will run alongside the current production system. It is intended to ensure that the new system, including programming of the state's election system, with all import files, precincts, and other election data, works correctly and accurately prior to its installation on the Contractor's mainline servers. Two workstations will be required. They will be located in the elections operations section of the Department's elections division. This may require a separate item in the financial reply, but the server required for use of the proposed election system may be used for the test installation.
6. As part of the installation, the Contractor shall provide:
 - i. A properly functioning voting system delivered FOB Destination, including unloading of all goods, correctly installed and configured according to the agreed upon schedule with minimal support required of the Contractor following implementation.
 - ii. Easy to use system for tabulating vote totals and reporting results via custom inbound or outbound interface.
 - iii. Written procedures for machine and application/system maintenance.
 - iv. Custom reports on ballot data and election results as needed to complete auditing and promulgation of returns.
 - v. A method of tracking the machine serial numbers assigned to a precinct.
 - vi. Tested and operational backup and disaster recovery plan, fully documented for all critical components.
 - vii. Proof of security audit and documentation of findings.
 - viii. A method of interfacing between ERIN and the election management system software via a parish management system that facilitates state election programming procedures and generates statewide and multi-parish reports.

I. Project Management:

1. The Contractor must utilize a formal application design and implementation methodology that will be followed throughout the duration of the project. The project manager must be fully trained and have working knowledge of the proposed methodology.
2. Project management activities will occur continuously throughout the project and include but are not limited to the following:

- i. Responsible for the development of project work plans, schedules, and budgets along with the Department project manager;
- ii. Manage activities of the Contractor and subcontractor personnel, if any;
- iii. Develop and maintain communication and involvement with key Department management personnel and agency officials;
- iv. Resolve project related issues concerning the Contractor performance;
- v. Review key deliverables prepared by the Contractor staff prior to submission to the Department project manager;
- vi. Monitor progress against project work plans, schedules, and budgets;
- vii. Assist in assigned design, conversion, and implementation tasks;
- viii. Review final deliverables prepared by the Contractor prior to acceptance testing and quality assurance review;
- ix. All other duties as reasonably required to assure the successful completion of the Contractor's responsibilities; and
- x. Focusing on knowledge transfer and training throughout the project by having the Department staff and the Contractor project team members working continuously side-by-side.

J. Project Work Schedules:

1. The Contractor shall ensure that the schedules of the proposed project staff have been designed to guarantee timely completion of deliverables and adequate coverage that is acceptable to the Department. The Contractor shall be expected to maintain an up to date work plan of all project tasks, activities and resources including estimated start and completing dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. It is envisioned that the project work plan will be revised from time to time and that it will incorporate all tasks, activities and resources, other than work performed by Department personnel as part of their on-going, non-project responsibilities needed to complete the project.

K. Issue Management and Resolution:

1. The Contractor shall use techniques that will enable them to quickly spot potential issues and initiate proper corrections before these issues become major problems. The Contractor shall routinely monitor progress against key project milestones and provide important information for identifying schedule and resource problems. The status reporting process shall provide an effective forum for alerting all key personnel to potential issues and for planning and initiating follow-up actions.

L. Confidentiality of Data and Security of Resources:

1. Any Contractor staff providing direct services shall sign a Statement of Confidentiality and Security to ensure an understanding of the importance of safeguarding Department data and resources. The disclosure or misuse of any confidential information, whether intentional or negligent, shall represent grounds for pursuing the immediate termination of services of specific staff and/or termination of the Contract in whole. The Contractor warrants that software and services provided hereunder will be free from any "Self-Help Code" or "Unauthorized Code".

VI. Location/Hours of Operation

The main location of the work to be performed, completed, and managed will be 8585 Archives Ave., Baton Rouge, Louisiana, 70809. Additional work, including trainings, may be required at parish warehouses, Registrar of Voters offices, and/or Clerks of Court offices.

Deliveries shall be made FOB Destination with verification of damage-free delivery and unloading of all goods, as follows:

- A. All voting equipment and all ancillary components for election day voting are to be delivered to the respective parish warehouses, unless otherwise determined by the Department. The Department will provide the warehouse addresses.
- B. All voting equipment and all components for early voting to be delivered to the Department at the following address:

**8585 Archives Ave.
Baton Rouge, Louisiana 70809**

Unless another location in Baton Rouge is designated by the Secretary of State, or designee, prior to delivery.

All coordinated schedules of delivery shall be given to the Department's project manager 48 hours in advance.

VII. Performance Requirements

- A. Critical success factors include:
 1. Ability to deliver a voting system or voting system components that comply with all state and federal regulations, including the use of a voter-verified paper record.
 2. Ability to deliver a voting system or voting system components that meets Louisiana requirements for election day, early, and absentee voting in all 64 parishes.

3. Ability to support technological upgrades or changes to meet additional statutory and regulatory requirements as they may be implemented, including, but not limited, to VVSG 2.0 criteria.
4. Ability to meet implementation deadlines, including phased introduction of new voting system components.
5. Ability to provide flexibility in implementation and operation based on budgetary constraints, schedule and logistical constraints, and voting demographic constraints.
6. Ability to support the Department and each Clerk of Court, Registrar of Voters, and Parish Board of Election Supervisors throughout the life of the contract or contracts.
7. Ability to support both federal and state election cycles and requirements, including open and closed primaries, general elections, runoff elections, and special elections.

B. Quality Assurance

1. The Department may choose to appoint a quality assurance team to ensure the success of this project. Quality assurance reviews may be conducted periodically throughout the course of the implementation lifecycle. The Contractor will be required to cooperate with the Department's quality assurance team, the process in general, and to abide by the results of the reviews.

C. Standards

1. The Department expects, and the Contractor shall agree to provide work and deliverables, which conform to the highest professional standards. During contract negotiations, the Contractor and the Department project manager will agree to a detailed list of deliverables including, when necessary, specifics of format and content. Standards will also be established and agreed upon utilizing guidelines provided by the Department. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.

Attachment D, ITN Evaluation and Negotiation Plan

I. Initial Responsiveness

Replies will be reviewed for completeness and initial responsiveness. Replies missing required documents or responses may be rejected in accordance with Attachment A, **Standard ITN Terms and Conditions**.

II. Mandatory Minimum Requirements

Complete and responsive replies will be reviewed for compliance with the following Mandatory Minimum Requirements:

Requirement	Evaluation
The Vendor must submit a copy of the letter of certification or certificate issued by the Secretary of State as proof of state certification in accordance with La. R.S. 18:1361(A).	Pass/fail
The Vendor must submit a copy of the Certificate of Conformance issued by the United States Election Assistance Commission (EAC) as proof of certification according to the voluntary voting system guidelines developed and maintained by the EAC, in accordance with La. R.S. 18:1361(B).	Pass/fail
The Vendor must submit a sworn affidavit stating that the Vendor and its subcontractors are not subject to significant ownership or control by a foreign power, and that the Vendor is aware that a false statement will be subject to the provisions of R.S. 39:1678 and 1679. A. "Significant ownership or control by a foreign power" means ownership, equity, or control which equals or exceeds twenty-five percent of the total outstanding ownership, equity, or control of the Vendor, and which is exercised directly or indirectly by, or for the express benefit of, the government of a foreign nation, state, or principality, or any instrumentality or subsidiary thereof.	Pass/fail

Replies failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, **Standard ITN Terms and Conditions**.

III. Technical Factors

Replies meeting or exceeding the Mandatory Minimum Requirements will be evaluated in light of the material and the substantiating evidence presented to the State, not what may be inferred. The following Technical Criteria are of importance and relevance to the evaluation of this ITN and will be used by the State Initial Evaluation Committee in the evaluation of the Technical Reply:

Factor	Points Possible
Company Background & Experience	10
Approach and Methodology	50
Staffing	15
Technical Total:	75

IV. Cost or Price

Financial Replies will be evaluated using the following financial criteria: A total estimated price will be calculated from replies to Parts 1-6 of the **Price Schedule** Attachment, to determine a total estimated price. The Vendor's total estimated price will be used to determine the Vendor's Computed Price Score.

Prices proposed by the Vendor shall be submitted on the **Price Schedule** Attachment in Attachment H, Reply: Part 3: Financial Reply. The **Price Schedule** Attachment is available on the Ariba Discovery Website by clicking References in the Financial Reply Section (Section 2.3).

The State may request that Vendors submit alternate pricing models during the Negotiation Phase of the ITN process.

The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated price.

A Vendor's computed price score will be based on the total estimated price information provided in the **Price Schedule** Attachment and computed as follows:

$$CPS = (LEP/TEP * FRP)$$

Where:

- CPS = Computed price score (points) for Vendors being evaluated
- LEP = Lowest total estimated price of all Vendors
- TEP = Total estimated price of Vendor being evaluated
- FRP = Financial Reply Points available

V. Evaluation Summary and Negotiation Selection

Stage	Points Possible
Technical Criteria Evaluation	75
Cost Evaluation	25
Total:	100

An Invitation to Negotiate letter with details relative to the negotiation meetings will be issued to the responsible Vendor(s) whose replies are determined to be acceptable in accordance with the criteria for negotiations set forth in this ITN, with a minimum of 60 points. Vendors receiving 60 or more points will be eligible for the negotiation phase. The scoring for those Vendors proceeding to the negotiation phase will not be carried over. Vendors will receive a new evaluation following the negotiation phase.

VI. Public Testing

Upon commencement of negotiations, and on or before November 20, 2026, Vendors in the negotiation phase will be invited to perform a public test in accordance with La. R.S. 18:1362.2(C).

VII. Negotiation Phase

The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the selection criteria, and which satisfies the State's primary goals as identified in this ITN. The negotiation criteria may include, but are not limited to the following:

1. The Vendor's articulation of its overall approach to providing the requested services;
2. The innovation of the Vendor's approach to provide the services;
3. The Vendor's articulation of its solution and its ability to implement and execute the solution to meet the requirements of this ITN;
4. The Vendor's demonstrated ability to effectively provide the services;
5. The Vendor's experience in providing the services being procured and the skills of proposed staff relative to the solution approach and offering;
6. How the Vendor's approach satisfies the goals identified;
7. How the Vendor will be able to meet the statutory requirements set forth in Title 18 of the Louisiana Revised Statutes (the Louisiana Election Code);
8. The value of the Vendor's proposed solution; and
9. The value and benefit of the Value-Added Services.

The Negotiation Phase will also include negotiation of Contract terms and conditions, in accordance with Attachment A, Standard ITN Terms and Conditions, IV. Replies, I. Proposed Modification to the Sample Contract as applicable to the services being procured pursuant to this ITN. Vendors eligible for Negotiations will be provided with additional evaluation criteria prior to commencement of the Negotiation phase.

VIII. BAFO

At the conclusion of the Negotiation Phase, the vendors with which negotiations were held will submit Best and Final Offers in accordance with IV., Q. Best and Final Offers (BAFO) of Attachment A, **Standard ITN Terms and Conditions**.

BAFO offers will be scored independently of the initial submissions scored in Sections III through V.

IX. Award Selection

An award will be issued to the responsible Vendor(s) whose response is deemed, in writing, to offer the best value to the State, considering deliverables, price, the ITN's evaluation factors, and the results of negotiations.

Attachment E, Sample Contract

Contract Number

New Voting System for Secretary of State

Solicitation Number Doc2403888694

1.0 Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the Secretary of State (hereinafter sometimes referred to as "State") and [Contractor Name and Address] (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract for New Voting System under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on [Start Date] and shall end on [End Date] unless otherwise terminated in accordance with the Termination provisions of this Contract. Total Contract time may not exceed 60 months, unless amended and agreed to by the parties and in accordance with law.

3.0 Statement of Work

The Contractor hereby agrees to furnish the services as detailed in the **Statement of Work** Attachment of this Contract.

4.0 Acceptance of Deliverables

The State shall have the right to perform acceptance testing of all equipment and may reject materially non-conforming equipment by providing written notice to the Contractor.

5.0 Payment Terms

The State shall pay the Contractor in accordance with the **Price Schedule** Attachment of this Contract. The Contractor may invoice the Using Agency monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of the Undersecretary of Management and Finance, or designee.

5.1. Late Payments

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

5.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of the delivery of the contract commodities or in advance of services actually performed, unless allowed by law or otherwise stated herein.

6.0 Taxes

The Contractor agrees that all applicable taxes are included in the **Price Schedule** Attachment of this Contract. State agencies are exempt from all State and local sales and use taxes.

7.0 Termination

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

7.1. Termination for Cause

The State of Louisiana may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 - 1673.

7.2. Termination for Convenience

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress;

(b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

7.3. Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8.0 Contract Modifications

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

9.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. The Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

10.0 Record Ownership

All records, reports, documents, and other material delivered or transmitted to the Contractor by the State shall remain the property of the State. The Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

11.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or

which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All references to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12.0 State Project Manager

The State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for the Contractor concerning the Contractor's performance under this Contract.

13.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

14.0 Warranties

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Statement of Work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will not include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

Extent of Warranty: These warranties replace all other warranties, express or implied, including the

implied warranties of merchantability and fitness for a particular purpose.

15.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

16.0 Liability and Indemnification

16.1. Contractor Liability

The Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

16.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

16.3. Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

16.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including

attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material or service in combination with other products prohibited by the Contractor; or, (iii) use of the product, material or service in other than the specified operating conditions and environment.

16.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17.0 Insurance

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Contract in accordance with the **Insurance Requirements for Contractors** Attachment of this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies at any time. The Contractor shall maintain the insurance as specified in the **Insurance Requirements for Contractors** Attachment of this Contract for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

18.0 Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

19.0 Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

20.0 Subcontractors

The Contractor may, with prior written permission from the State and/or Using Agency, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or Using Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work. Subcontractors performing any part of the Contractor's duties must meet all citizenship and all other staffing qualifications required by the Attachment C. Problem Statement/Scope of Work, Section V. Detailed Requirements.

21.0 Substitution of Personnel

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution.

In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this Contract, outside of the Contractor's reasonable

control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks, subject to state approval. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's reply.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

22.0 Assignability

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

23.0 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

24.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information, as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this Contract without prior express written approval of the Secretary of State.

The Contractor is responsible for promptly reporting to the State any known unauthorized disclosure or release of confidential data.

25.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1671-1673, as applicable.

26.0 Right to Audit

The State Legislative auditor, federal auditors, and internal auditors of the Secretary of State, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

27.0 Data/Record Retention

The Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer.

28.0 Sanitization of State Data/Records in Contractor's Custody

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor.

29.0 Contractor's Certification of No Federal Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future Contract.

30.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

31.0 Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted, the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

31.1. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Department of State.

32.0 State or Federal Decertification; Notification of Issues

The Contractor must immediately notify the State if the voting system or any voting system hardware or software is decertified by the United States Election Assistance Commission (EAC), or if certification is voluntarily withdrawn from EAC certification.

The Contractor must also immediately notify the State if the voting system or any voting system hardware or software is decertified or fails to receive certification by or in another state.

The Contractor must notify the State of any hardware or software issue or failure occurring in any other jurisdiction within 24 hours of the incident.

33.0 Commencement of Work

No work shall be performed by the Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

34.0 Compliance with Civil Rights Laws

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

35.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

36.0 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

37.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

38.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

39.0 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

40.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

41.0 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by entering into this Contract, the Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of this Contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to terminate this Contract if this certification is subsequently determined to be false, or if the certification is no longer true.

42.0 Prohibition of Significant Ownership or Control by a Foreign Power

The Contractor must provide a sworn affidavit stating that the Contractor is not subject to significant ownership or control by a foreign power, and that the Contractor is aware that a false statement will be subject to the provisions of La. R.S. 39:1678 and 1679. For purposes of this section, "significant ownership or control by a foreign power" means ownership, equity, or control which equals or exceeds twenty-five percent of the total outstanding ownership, equity, or control of the Contractor, and which is exercised directly or indirectly by, or for the express benefit of, the government of a foreign nation, state, or principality, or any instrumentality or subsidiary thereof.

43.0 Prohibited Use of Funds

The Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

44.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

45.0 Headings

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

46.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code), La. R.S. 39:196-200 (Information Technology Procurement Code), and Chapter 8 of the Louisiana Election Code, as applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the Invitation to Negotiate (ITN) and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

47.0 Complete Contract

This is the complete Contract between the parties with respect to the subject matter. No modification, amendment, or waiver of any provisions of this Contract shall be effective unless reduced to writing and signed by both parties. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

48.0 Order of Precedence

The Invitation to Negotiate Doc2403888694, dated [ITN Posted Date], addenda thereto, and the Vendor's Reply dated [Vendor Signed Date], are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the ITN and addenda thereto, and/or the Vendor's Reply, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the ITN and addenda thereto, and finally, the Vendor's Reply.

In Witness Whereof, the parties have executed this Contract.

[Contractor Name] Signature:

Secretary of State Signature:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Office of State Procurement Approval:

By:

Title:

Date:

Insurance Requirements for Contractors Attachment

The Contractor shall purchase and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy

is not renewed.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under this Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

1. The Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

State of Louisiana
Office of State Procurement
1201 N 3rd St, Claiborne Building, Suite 2-160
Baton Rouge, LA 70802
3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

F. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. Workers Compensation Indemnity

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

Attachment F, Protest Information

This attachment is intended to provide Vendors with an overview of the State's protest law, procedures, and requirements, which may be updated and amended without notice. Vendors filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Any person aggrieved in connection with this ITN or the specifications contained therein has the right to protest in accordance with La. R.S. 39:1671 and La. R.S. 18:1367.1 et. seq. Such a protest shall be made in writing to the Chief Procurement Officer at least ten days prior to the reply opening date.

Any person aggrieved by an award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671 and La. R.S. 18:1367.1 et. seq, to the Chief Procurement Officer, within 14 days of the issuance of the "Notice of Award". The "Notice of Award" starts the protest period.

To the extent any provisions of La. R.S. 18:1367.1 et. seq. regarding legal and contractual remedies for the procurement of voting systems conflict with any provision of Title 39 of the Louisiana Revised Statutes of 1950, the provisions of La. R.S. 18:1367.1 et. seq. shall supersede and control.

Protest Bond/Security

- A.** A protester who has timely protested an award may only apply for a stay during the time period to protest an award by posting a Protest Bond/Security.
- B.** During the protest period, the protester shall submit to the Chief Procurement Officer, at the time of filing a notice of protest, a bond with a good and solvent surety authorized to do business in the State or submit other security, in a form approved by the Office of State Procurement. The Office of State Procurement shall hold the bond or other security until a final determination is made on the protest.
- C.** The Protest Bond/Security shall be payable to the State of Louisiana in the amount equal to 25% of the maximum amount of the protested awarded contract. If the total value of the awarded contract cannot be determined because the total requirements for the Contract are estimated as of the date of the award, a bond posted or other security submitted with a protest shall be in an amount equal to 25% of the estimated total value of the Contract. Upon request, the State Chief Procurement Officer shall provide the estimated total value of the Contract or the method for determining the estimated total value of the Contract, based on records of past experience and estimates of anticipated requirements furnished by the Using Agency.
- D.** If the protest is upheld and the award is cancelled, the bond posted or other security submitted with the protest shall be returned to the person who posted the bond or submitted the security.
- E.** If the protest is rejected and the award is upheld, a claim may be made against the bond or other security by the Using Agency to the Office of State Procurement in an amount equal to the expenses incurred and other monetary losses suffered by the State resulting from the unsuccessful protest. The Chief Procurement Officer shall hold an informal hearing on the claim. Any money not awarded by the Chief Procurement Officer shall be returned to the person who posted the bond or submitted the security.

Attachment G, Hard Copy Reply Submittal

I. Hard Copy Reply Submittal

- A.** Vendors with the inability to submit their reply electronically may submit their reply via Hard Copy to the Office of State Procurement.
- B.** The Financial Reply should be sealed separately from the Technical Reply and should be clearly marked as "Financial Reply". The Technical and Financial Reply may be submitted in the same package.
- C.** Replies may be mailed or delivered by hand or courier service to the Office of State Procurement's physical location at:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802
- D.** Vendors should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.
- E.** The Vendor is solely responsible for ensuring that its courier service provider makes deliveries inside the Office of State Procurement's physical location. The Office of State Procurement is not responsible for any delays caused by the Vendor's chosen means of reply delivery. The Vendor is solely responsible for the timely delivery of its reply. Failure to meet the reply opening date and time shall result in rejection of the reply.
- F. Important:** Clearly mark outside of envelope, box, or package with the following information:
 - 1.** Reply Name
 - 2.** Solicitation Number
 - 3.** Reply Opening Date and Time

II. Number of Copies of Hard Copy Reply

- A.** The Vendor shall submit one signed, hard copy of the reply containing signature(s) of those company officials or agents duly authorized to sign replies or contracts on behalf of the organization and one original copy of the Financial Reply, which should be packaged and sealed separately from the Technical Reply and marked as Financial Reply. All should be clearly marked "original".
- B.** The Vendor should submit one USB flash drive containing all parts from Attachment H, **Reply**.

1. All parts should be saved as individual files in Microsoft Word or portable document format (.pdf).
2. All subparts of Part 2: Technical Reply should be saved as individual files.
3. All individual files should be clearly labeled with the part or subpart.
4. The Financial Reply should be saved in Microsoft Excel format.
5. A redacted copy of the reply, if applicable, should be saved in portable document format (.pdf).

III. Hard Copy Reply Response Format

- A. Hard Copy Replies submitted for consideration should use the forms in Attachment H, Reply.

IV. Reply Changes Prior to Reply Opening

- A. If the Vendor needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Vendor, cross-referenced clearly to the relevant reply section, prior to the reply opening date, and should be submitted in a sealed envelope. Such shall meet all requirements for the reply.

V. Withdrawal of Reply Prior to Reply Opening

- A. A Vendor may withdraw a reply that has been submitted at any time up to the reply opening date. To accomplish this, a written request signed by the authorized representative of the Vendor must be submitted to the designated contact person at the Office of State Procurement.

Attachment H, Reply

Part 1: Vendor Information, Acknowledgements, and Certifications

I. Vendor Information

(If the Vendor is already registered with the State of Louisiana in LaGov, please ensure the information provided below matches the information on the Vendor's LaGov Vendor Profile.)

- A. Company's Full Legal Name:**Click or tap here to enter text.
- B. Primary Business Address:**Click or tap here to enter text.
- C. Federal Tax Identification Number:**Click or tap here to enter text.
- D. Entity Type:**Click or tap here to enter text.
 - ☐ Sole Proprietorship
 - ☐ Partnership
 - ☐ Limited Liability Company
 - ☐ Corporation

II. Business Details

- A. Company Website.** Provide a URL for the company's website.
Click or tap here to enter text.
- B. Company History.** Provide a brief history of the company, including the year of its founding and any material acquisitions or mergers in which it has been involved.
Click or tap here to enter text.
- C. Company Size.** Identify the number of employees working for the company.
Click or tap here to enter text.
- D. Ownership Structure.** Describe the company's ownership structure.
Click or tap here to enter text.
- E. Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past five years for the company and all principals. Attach an additional document if necessary.
Click or tap here to enter text.

III. Reply Contact

The Reply Contact must be able to respond promptly to communications from the State. The Vendor must notify the State of any change to the Vendor's Reply Contact within 24 hours.

- A. Reply Contact Name:**Click or tap here to enter text.
- B. Reply Contact Title:**Click or tap here to enter text.
- C. Reply Contact Email:**Click or tap here to enter text.

D. Reply Contact Phone Number: Click or tap here to enter text.

IV. Company Financial Information

The Vendor should include financial information in their response that will allow the State to determine the financial stability of the firm.

If a public company, the Vendor should provide their most recent audited financial report.

If a private company, the Vendor should provide a copy of their most recent internal financial statement and a letter from their financial institution on the financial institution's letterhead, stating the Vendor's financial stability.

V. Acknowledgements And Certifications

By signing below and submitting a reply to this ITN, the Vendor acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- ☐ Neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- ☐ The Vendor cannot certify the statement above, and the Vendor will affix a written explanation to this attachment for review by the State. If, after reviewing the Vendor's written explanation, the State determines it is not in the best interest of the State to award the Vendor a Contract, the State may reject the Vendor's reply.

B. Federal Suspension or Debarment.

1. By signing and submitting any reply for \$60,000 or more, the Vendor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties that have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

C. Non-collusion.

1. This reply has been developed independently by the Vendor and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Vendor or supplier of product in a manner designed to limit fair and open competition.

2. The contents of this reply have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such persons prior to the reply opening date.

D. Data Disclosure to Foreign Governments. (Check one of the below.)

- ☐ The Vendor is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments.
- ☐ The Vendor cannot certify the statement above, and the Vendor will affix a written explanation to this attachment for review by the State. If, after reviewing the Vendor's written explanation, the State determines it is not in the best interest of the State to award the Vendor a Contract, the State may reject the Vendor's reply.

E. Discriminatory Boycotts of Israel.

1. In accordance with La. R.S. 39:1602.1, the following applies to any Reply with a value of \$100,000 or more and to Vendors with five or more employees.
2. By submitting a response to this ITN, the Vendor certifies and agrees that the following information is correct: In preparing its response, the Vendor has considered all replies submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Vendor has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Vendor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

F. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed replies, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a reply to this ITN or entering into a Contract, the Vendor or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Vendor, or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

G. Conflicts of Interest. (Check one of the below.)

- ☐ The Vendor represents that none of its officers or employees are officers or employees of the State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the State.
- ☐ The Vendor cannot certify the statement above, and the Vendor will affix a written explanation to this attachment for review by the State. If, after reviewing the Vendor's written explanation, the State determines it is not in the best interest of the State to award the Vendor a Contract, the State may reject the Vendor's reply.

H. Confidential, Proprietary, or Protected Information. As set forth in Attachment A, **Standard ITN Terms and Conditions**, if the Vendor is claiming any portion of its reply as confidential, proprietary, or protected, the Vendor must complete the required sections of Part 5, Claim of Business Confidentiality, and submit with the Vendor's reply a redacted copy of the Vendor's reply, which must be clearly marked as such. The Vendor may not mark pricing or the Vendor's entire reply as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by the Vendor as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If the Vendor fails to submit a redacted copy of the Vendor's reply, or fails to claim information as confidential, proprietary, or protected in compliance with this ITN, the Vendor releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

I. Understanding of this ITN. The Vendor has read this ITN in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing this ITN and any issues relating to the content of this ITN, including instructions, requirements, or specifications the Vendor believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the State using the process described in this ITN for asking questions or, if applicable, by filing a protest.

J. Acceptance of Procedures. The Vendor accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this ITN.

Signature

The undersigned is one of the following:

1. The Vendor, if Vendor is an individual;
2. A partner in the company, if Vendor is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Vendor is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in the Vendor's reply are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Vendor, or both to suspension or debarment proceedings, as well as other remedies available to the State by law, including termination of any Contract awarded to the Vendor.

Vendor:

Signature

Date

Printed Name

Title

Email Address

Phone Number

Part 2: Technical Reply

The Vendor must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, the Vendor should provide all information necessary to demonstrate the Vendor's ability to meet the requirements of this ITN and the ITN's Problem Statement/Scope of Work.

Subpart A: Response to Mandatory Minimum Requirements

- I. The Vendor must submit a copy of the letter of certification or certificate issued by the Secretary of State as proof of state certification, in accordance with La. R.S. 18:1361(A).
- II. The Vendor must submit a copy of the Certificate of Conformance issued by the United States Election Assistance Commission (EAC) as proof of certification according to the voluntary voting system guidelines developed and maintained by the EAC, in accordance with La. R.S. 18:1361(B).
- III. The Vendor must submit a sworn affidavit stating that the Vendor and its subcontractors are not subject to significant ownership or control by a foreign power, and that the Vendor is aware that a false statement will be subject to the provisions of R.S. 39:1678 and 1679.
 - A. "Significant ownership or control by a foreign power" means ownership, equity, or control which equals or exceeds twenty-five percent of the total outstanding ownership, equity, or control of the Vendor, and which is exercised directly or indirectly by, or for the express benefit of, the government of a foreign nation, state, or principality, or any instrumentality or subsidiary thereof.

Part 2: Technical Reply

Subpart B: Use of Subcontractors

Check one of the following:

- ☐ The Vendor intends to enter into subcontractor arrangements. The Vendor will complete the subcontractor worksheet found on the Ariba Discovery Website by clicking References in the Use of Subcontractors section.
- ☐ The Vendor does not intend to enter into subcontractor arrangements.

Part 2: Technical Reply

Subpart C: Company Background and Experience

- I. The Vendor should give a description of its company including brief history, corporate or organization structure, and number of years in business.
- II. The Vendor should provide a detailed discussion of prior experience in working on projects similar in size, scope, and function to this ITN. The Vendor should describe its experience working with other states and governmental entities of comparable size and diversity.

Part 2: Technical Reply

Subpart D: Approach and Methodology

- I. The Vendor should demonstrate its understanding of the project and how its reply will best meet the needs of the State. The Vendor's reply should articulate a clear understanding of and ability to effectively implement all required tasks outlined in the **Problem Statement Attachment** of this ITN.
- II. The Vendor should provide a summary of the proposed solution for the new voting system. The Vendor should also provide a summary of required State resources needed to accomplish the project.
- III. The Vendor should thoroughly describe how it will develop and implement the new voting system and outline plans for installation and testing. The reply should detail how the proposed system will integrate with State systems.
- IV. The Vendor should include an in-depth description of its own quality assurance program and methods in the reply.
- V. The Vendor should outline what security measures are provided to ensure secure elections.
 - The response should address ballot secrecy, post-election audits, secure storing of ballot records, security features, backup/disaster recovery, etc.
- VI. The Vendor should provide its plans for providing training, knowledge transfer, and related documentation to department staff and other election officials.
- VII. The Vendor should describe its processes for post-implementation support, upgrades, and warranty.
- VIII. The Vendor should demonstrate an understanding of the estimated quantities of voting equipment and provide a statement as to how the Vendor will meet these estimated quantities.
- IX. The Vendor should provide a description of all hardware and software that will be utilized to achieve the desired outcome. The Vendor should provide examples and demonstrations to the Voting System Proposal Evaluation Committee. The Vendor should describe in detail any proprietary hardware or software owned by or licensed to the Department by a third party that will require permission of the entity or licensor that has the proprietary rights and the Department prior to use, and should list any hardware or software offered is approaching end of life within the next five years.
- X. The Vendor should provide a detailed diagram of the workflow for using the voting system(s) in the conduct of an election. The detailed plan should include distinct tasks, personnel required and time requirements for those tasks, and should also outline the process, hardware, and software for programming all election media for 64 different elections (one in each parish of the state) within a two week period.
- XI. The Vendor should provide a description of all suggested redundancies within the voting system, including the EMS server, and any suggested backup equipment at polling places,

including backup batteries for all battery-powered voting system components used at a polling place.

- XII.** The Vendor should provide innovative concepts, if any, for the State's consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the program. This is an opportunity for the Vendor to demonstrate original or creative ideas.
- XIII.** The Vendor should describe the proposed solution for interface capabilities between ERIN and the EMS. Include in the reply what interface data formats will be utilized, i.e. XML, CSV, TXT. Ballot information (office and candidate information, proposition text, layout information, and audio file requirements) and precinct location files must be imported into the software from ERIN. Button text, lockout assignments, and election results (including audit information) must be exported for import into ERIN.
- XIV.** The Vendor should describe whether its solution satisfies La. R.S. 18:1352(C) alongside the use of ballot marking devices in a precinct.

Part 2: Technical Reply

Subpart E: Staffing Qualifications

- I. The Vendor should provide resumes for any employee or subcontractor that will be working on this project. The resumes should, at a minimum, include education, training, relevant experience, citizenship status, and applicable certifications.
- II. At least two employees working on this project must each have a minimum of three years of relevant experience with the Vendor (specific to the voting system, programming, and machine functionality), and must be available for the first election cycle in each parish to assist and train the Department staff in that parish in receiving and acceptance testing of the new voting system.
- III. Employees or subcontractors assigned to the project must be United States citizens.
- IV. The Vendor and its subcontractors must provide upon request the citizenship status, or other requisite information to verify citizenship status, of each of its employees or subcontractors that will be working on this project.
- V. The Vendor should detail the planned level of effort of each employee considered key to the success of this project.

Part 3: Financial Reply

The Vendor must complete all required elements of the Financial Reply. The format and structure of the Financial Reply is intended to allow for a fair evaluation of like costs among Vendors. Deviation from the format or structure of the Financial Reply may result in the Vendor's reply being deemed non-responsive.

The Vendor is wholly responsible for ensuring figures and calculations submitted in the Vendor's completed Financial Reply are accurate, even if the State has provided formulas as a courtesy.

Inclusion of cost or pricing information in any document other than the Financial Reply may result in the Vendor's reply being deemed non-responsive.

Proposed Costs

The Financial Reply consists of the **Price Schedule** Attachment below. The **Price Schedule** Attachment is available on the Ariba Discovery Website as a standalone document by clicking References in the Financial Reply Section.

Price Schedule Attachment

General instructions:

- The Vendor must provide a pricing schedule for the proposed voting system using the cost tables provided in this Pricing Schedule. Failure to do so may result in disqualification.
- Any element of the voting system that has an associated cost (including optional items) must be listed and included in one of the cost tables below. Bulk purchasing discounts are encouraged.
- Exact quantities to be purchased are unknown. Quantities are statewide estimates only, and the State is not obligated and does not guarantee quantities to be purchased against the resulting contract(s). However, the Contractor will be required to furnish all components of the voting system ordered during the Contract period.
- Anticipated quantity of ballot marking devices) for early voting is 1,100 (current inventory of voting machines is 780). Anticipated quantity of voter-facing scanners is 215.
- Replacement ratio of election day voting machines (current inventory of voting machines is 9541) is 2:1 for ballot marking devices, 1:1 for all-in-one units, and 1:1 for voter-facing scanners with a minimum of one additional backup scanner per polling place.
- Anticipated quantity of additional voting equipment for backups, outreach, and private elections is 700 ballot marking devices and 500 voter-facing scanners.
- At minimum, two hundred audio voting headsets will be required for early voting, and 4,500 audio voting headsets will be required for election day voting.
- Electronic adjudication software offered for central count tabulation will be used in a minimum of ten parishes.

Part 1: Voting System Cost per Device

The Vendor should insert a cost per Device/Component Part. The price of each device will be summed to arrive at the Total Device Cost. The price per device shall be inclusive of all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that the Vendor may charge the State (e.g., firmware, per piece pricing, carrying cases, shipping and handling, memory devices, COTS devices, consumables, backup batteries, or proprietary devices).

The Vendor must provide a detailed description of the devices and break down of the cost of every device or accessory necessary to operate the voting system, including tabulation.

The Vendor should provide this detailed description on the Device & Component Part Summary tab.

The Vendor may insert additional lines as necessary.

Device / Component Part	Cost
Example: Ballot marking device, scanner, printer, PC, monitor, audio headset, privacy solution, or any other device required for a turn-key solution.	
Device A	
Device B	
Device C	
Device D	
Device E	
Device F	
Device G	

Device H	
Device I	
Total Device Cost	

Part 2: All-Inclusive Fixed Annual Price for Software

The Vendor should enter a fixed annual cost for each type of software required to implement and operate the new voting system.

The Vendor may insert additional lines, as necessary.

	Cost FY27	Cost FY28	Cost FY29	Cost FY30	Cost FY31	Total Cost
Software/Licensing 1:						
Software/Licensing 2:						
Software/Licensing 3:						
					Total Cost:	

Part 3: Hardware and Software Maintenance

The Vendor should enter a fixed annual cost for ongoing maintenance of election system hardware and software.

	Cost FY27	Cost FY28	Cost FY29	Cost FY30	Cost FY31	Total Cost
Fixed Annual Cost for Ongoing Maintenance of Election System Hardware and Software						

Part 4: Warranties

The Vendor should enter a fixed annual cost for all warranties, along with a detailed express description of what is and is not covered by the warranty.

	Cost FY27	Cost FY28	Cost FY29	Cost FY30	Cost FY31	Total Cost
Annual Cost for Warranties and Detailed Description of Items Covered and Not Covered						

Part 5: Additional Costs

The Vendor should enter a cost per any additional item necessary for a turn-key operation that was not included in any Part above. If a necessary item is not listed above but has a cost, it must be listed here.

Additional Items	Cost
Example: Delivery expenses, training costs, training materials, ancillary professional services, support staff travel and costs, etc.	
Item A	
Item B	
Total Additional Items Cost	

Part 6: Optional Items Cost

The Vendor should insert a cost per optional item. The price of each item will be summed to arrive at the Total Optional Items Cost.

Optional Items Cost. Add additional rows as needed.

Optional Item	Cost
Item A	
Item B	
Total Optional Items Cost	

Device & Component Part Summary

The information provided below is for informational purposes only and will not be evaluated.

The Vendor may add additional lines, as necessary.

Device A	
Device B	
Device C	
Device D	
Device E	
Device F	

Device G	
Device H	
Device I	

Part 4: Proposed Modifications to Sample Contract

The State may, but is not obligated to, consider proposed modifications to Attachment E, **Sample Contract**.

Provisions of the Sample Contract that are generally inapplicable to, incompatible with, or unsuitable for the subject of this ITN should be brought to the attention of the State using the process described in this ITN for asking questions and will be addressed only at the sole discretion of the State.

Vendor-specific modifications to the Sample Contract may be proposed as part of the Vendor's reply in this part. Proposing excessive or overly restrictive modifications, or proposing modifications upon which the Vendor's reply is conditioned, may result in the Vendor's reply being deemed non-responsive.

Vendor's Proposed Modifications. (Check one of the below.)

- ☐ The Vendor has no proposed modifications to Attachment E, **Sample Contract**.
- ☐ The Vendor proposes the modifications set forth in the table below and **will submit with the Vendor's reply a redlined copy of Attachment E, Sample Contract** incorporating each proposed modification. The Vendor understands, acknowledges, and agrees to comply with the following:
 - The following will not be considered by the State:
 - Any proposed modification not submitted in this attachment;
 - Any proposed modification not accompanied by an explanation as required in this attachment;
 - Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with the Vendor's reply;
 - Any proposed modification merely referencing another document or a URL; and
 - Any proposed modification to the following non-negotiable contract terms: Taxes, Termination for Non-Appropriation of Funds, Contract Modifications, Assignability, Contract Controversies, Right to Audit, Data/Record Retention, Compliance with Civil Rights Laws, Governing Law, Complete Contract, and Order of Precedence.
 - Vendors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Contract.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Contract:
 - **Sample Contract Section Reference:** The page, section, or paragraph in the Sample Contract that is the subject of the Vendor's proposed modification.
 - **Sample Contract Language:** The language in the Sample Contract that the Vendor is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Vendor's proposed changes to the Sample Contract language including, if applicable, the Vendor's proposed alternate language.

- **Justification for Proposed Change:** The Vendor’s justification for the proposed change.
- **Risk and Benefits of Acceptance:** The Vendor’s analysis of the risk and benefits to the State—including quantifiable costs or cost savings—if the Vendor’s proposed change is accepted by the State.

Sample Contract Section Reference	Sample Contract Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

{Add additional rows as needed.}

Part 5: Claim of Business Confidentiality

Vendor’s Claims of Business Confidentiality. (Check one of the below.)

- ☐ The Vendor is not claiming any information within the Vendor’s reply as confidential, proprietary, or protected. (Check box and skip to **Signature** section below.)
- ☐ The Vendor claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with the Vendor’s reply a redacted copy of the Vendor’s reply**, which must be clearly marked, redacted and blacked out as such. The Vendor understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by the Vendor:
 - **Reply Section Reference:** The page, section, or paragraph in the Vendor’s reply containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim and Explanation:** The basis for the Vendor’s claim and explanation of how the information claimed to be confidential meets the basis for the claim.
 - The Vendor shall mark each page containing confidential, proprietary, or protected information as “Confidential”.
 - **The Vendor may not mark pricing or the Vendor’s entire reply as confidential, proprietary, or protected.**

Reply Section Reference	Confidential Information	Basis for Claim and Explanation

{Add additional rows as needed.}

Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the State for purposes of determining the validity of the Vendor's claim(s). The Vendor understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by the Vendor as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable laws, including, but not limited to, Louisiana Public Records Law. The Vendor further agrees that if the Vendor fails to submit a redacted copy of the Vendor's reply, or fails to claim information as confidential, proprietary, or protected in compliance with this ITN, the Vendor releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

Vendor:

Signature

Date

Printed Name

Title

Email Address

Phone Number

Part 6: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness, as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against the contract during the contract period. The file must contain the particular item number, quantity, line total, and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form are available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

 Printed Name of Individual Authorized

 Authorized Signature for payment type chosen

 Date

 Email address and phone number of authorized individual