

State of Delaware
CENTRAL COUNT ABSENTEE SYSTEM
Request for Proposal
Contract No. COE-2006-001

January 20, 2006

- Deadline to Respond -
March 3, 2006
1 p.m. EST

Mandatory Pre-Bid Meeting at 1 p.m. February 3, 2006 in the Office of the Commissioner of Elections!

January 20, 2006

CONTRACT NO. COE-2006-001

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for a Central Count Absentee System. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. COE-2006-001

1. SPECIAL PROVISIONS.
2. REQUEST FOR PROPOSAL, SCOPE OF WORK AND EVALUATION.
3. DEFINITIONS AND GENERAL PROVISIONS.
4. PROPOSAL REPLY SECTION.
 - A - NO PROPOSAL REPLY FORM.
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE.
 - C - PROPOSAL SUMMARY – provided by vendor.
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION.

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in an envelope clearly displaying the contract number no later than March 3, 2006 at 1 p.m. Eastern Standard Time to be considered.

Proposals shall be submitted to:

**Frank B. Calio
Commissioner of Elections
State of Delaware
111 S. WEST STREET, SUITE 10
DOVER DE 19904**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call the Commissioner of Elections' Office at 302-739-4277

STATE OF DELAWARE
Commissioner of Elections

REQUEST FOR PROPOSAL
CONTRACT NO: COE-2006-001
Central Count Absentee System

SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Commissioner of Elections, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

The Commissioner of Elections will issue a contract to cover requirements for a Central Count Absentee System that each the Departments of Elections shall use.

3. **CONTRACT PERIOD:**

Each contractor's contract shall be valid at the time of award.

4. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless the Commissioner of Elections deems further negotiations are necessary.

The pricing policy that you submit must address the following concerns:

- a. The price listing must be detailed, listed by the unit count for supplies, material, and services where billing is in the same format.
- b. It must cover the full spectrum of services required.
- c. Any services, equipment, or materials omitted from this bid and not listed as an exception but are an integral element of the system will be considered gratis form the vendor.
- d. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

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5. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

6. **QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by the eligible agency as deemed necessary during the period of the contract.

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature or available from the funds provided to the Commissioner of Elections by the Help America Vote Act.

8. **BID BOND REQUIREMENT:**

Bid Bond Waived.

9. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

10. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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10. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before the vendor performs any work hereunder, he/she shall file required Certificate(s) of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the Commissioner of Elections. The certificate holder is as follows:

Frank B. Calio
Commissioner of Elections
Contract No. COE-2006-001
111 S. WEST STREET, SUITE 10
Dover, DE 19904

Note: The State of Delaware shall not be named as an additional insured.

11. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish the Commissioner of Elections with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

12. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

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13. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Commissioner of Elections will evaluate each exception according to the intent of the terms and conditions contained herein, but the Commissioner of Elections shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

16. **BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

17. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The Commissioner of Elections is responsible for placing orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

18. **BILLING:**

The contractor is required to **"Bill to the Commissioner of Elections"**.

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19. PAYMENT:

The Commissioner of Elections will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

20. PRODUCT SUBSTITUTION:

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Commissioner of Elections to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product(s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

21. DOCUMENT(S) EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Commissioner of Elections for the State of Delaware.

22. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the Commissioner of Elections requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

23. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

24. TIME OF PERFORMANCE:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

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25. CONTRACTOR RESPONSIBILITY:

The Commissioner of Elections will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

26. PERSONNEL:

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Commissioner of Elections.

27. METHOD OF PAYMENT:

- a. For each P.O. issued as part of this contract, the Commissioner of Elections will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written authorization by the Commissioner of Elections. Indirect overhead cost shall not be applied to the premium portion of the overtime.

28. TERMINATION OF P.O.'s:

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Commissioner of Elections shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Commissioner of Elections, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Commissioner of Elections or any of the Departments of Elections.

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28. TERMINATION OF P.O.'s (continued):

b. Termination for Convenience The Commissioner of Elections may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Commissioner of Elections or any of the Departments of Elections. If the P.O. is terminated by the Commissioner of Elections for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

29. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, upon which the Commissioner of Elections and the Contractor mutually agree, shall be incorporated in written amendments to the Purchase Order.

30. INTEREST OF CONTRACTOR:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, he/she shall not employ any person having any such interest.

31. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The Commissioner of Elections and the Departments of Elections shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that they agree not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. The contractor shall give appropriate acknowledgment and credit for the State's support in the publication.

32. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all parties have complied with the procedures of the Department of Finance. A separate purchase order shall be issued for every project.

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33. ASSIGNMENT OF ANTITRUST CLAIMS:

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State, pursuant to this contract.

34. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

35. GRATUITIES:

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

36. AFFIRMATION:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

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37. AUDIT ACCESS TO RECORDS:

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

38. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Commissioner of Elections shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the Commissioner of Elections and the Departments of Elections, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Commissioner of Elections, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Commissioner of Elections or any of the Departments of Elections. If the Contract is terminated by the Commissioner of Elections as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

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39. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Commissioner of Elections or any one of the Departments of Elections and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

40. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the parties.

41. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the Commissioner of Elections or as are specifically authorized in writing by the Commissioner of Elections during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the Commissioner of Elections.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the Commissioner of Elections or the Departments of Elections.

42. RESPONSIBILITIES:

The Commissioner of Elections and the Departments of Elections shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Commissioner of Elections and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Commissioner of Elections or a Department of Elections observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

43. CONFIDENTIALITY:

Specific attention should be given to the identification of those portions of your proposal that you deem to be confidential or proprietary information that should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

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44. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Commissioner of Elections and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

45. ASSIGNMENT:

This contract shall not be assigned except by express written consent from the Commissioner of Elections.

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REQUEST FOR PROPOSAL, SCOPE OF WORK AND EVALUATION

I. INTRODUCTION:

A. PURPOSE:

The goal of this Request for Proposal is to identify a vendor(s) and execute a contract to implement a Central Count Absentee System no later than July 1, 2006, which accurately counts Absentee Ballots and transmit absentee results from each Department of Elections to the State of Delaware's Election Management System.

B. GUIDELINES:

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services or materials specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the company or organization into a formal contract with the Commissioner of Elections for the State of Delaware.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

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D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Twelve (12) copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled Response to Request for Proposal COE-2006-001. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining eleven (11) copies do not require original signatures.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal to the Commissioner of Elections at the address listed in this RFP.

G. INCURRED EXPENSES:

The Commissioner of Elections and the Departments of Elections will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractor's offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The Commissioner of Elections reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

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III. SCOPE OF WORK:

A. OVERVIEW:

The Contractor(s) shall provide all materials and labor to satisfy the State's need for services, hardware and software necessary to count absentee ballots at each Department of Elections.

The services will require the Contractor(s) to partner with and cooperate with the Commissioner of Elections and the Departments of Election to make sure that the State receives the most current state-of-the-art services, hardware, software, and COTS that meets the standards of 15 Del. C., Chapter 55 - ABSENTEE VOTING.

B. DEFINITIONS:

Commissioner of Elections: The Chief State Election Official, who is responsible for the standardizing the Department's operations statewide for the conduct of elections, related activities and for procuring voting systems for use statewide by the Department.

COTS: Refers to commercial-off-the-shelf items that are part of a system.

Department of Elections: The State Agency in each county responsible for voter registration and the conduct of elections.

EAC: U. S. Election Assistance Commission.

ED-RD: See Election District.

Election District: The term used in Delaware to describe the smallest geographic election unit. It is a contiguous area within a Representative District that has the same Senate, County Council and, if applicable, City Council District. This is commonly referred to elsewhere in the country as a precinct. An Election District is referred to by the Election District number and the Representative District separated by a hyphen (e.g. the 3rd Election District in the 7th Representative District would be referred to as 03-07).

Guardian: The Danaher Controls Guardian Election Management System.

ITA: Independent Testing Authority. A laboratory certified by NASED to test voting system hardware, firmware and/or software against the 2002 Voluntary Voting System Standards.

NASED: The National Association of State Election Directors.

NIST: National Institute of Standards and Technology.

Precinct: See Election District.

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B. DEFINITIONS (continued):

Voluntary Voting System Standards/Guidelines: As used in this document, the term refers to the 2002 Voluntary Voting System Standards/Guidelines promulgated by the Federal Election Commission and subsequently adopted by the U. S. Election Assistance Commission as the first set of voluntary voting system guidelines adopted under the Help America Vote Act.

C. REQUIREMENTS:

1. NASED CERTIFIED.

All equipment and software shall be certified by NASED as compliant with the U. S. Election Assistance Commission's 2002 Voluntary Voting System Standards/Guidelines.

The system shall be certified at the time that the proposal is submitted and the proposal shall include a copy of the NASED qualification certification.

The proposal shall also contain a copy of a letter to NASED and to each ITA involved in certification of the system authorizing the ITA to release to the Commissioner of Elections and the Departments of Elections any records or test results related to the proposed voting system.

2. THE PROPOSED SYSTEM.

Vendors shall clearly demonstrate and document within the technical proposal and the Executive Summary of their technical proposal that the system proposed to the Commissioner of Elections for the purpose of this RFP satisfies the minimum requirements stated in this document.

The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

Vendors shall also provide a statement that their proposed system DOES NOT require an interface with a specific Voter Registration system.

3. BACKGROUND.

Historically, absentee ballots have been prepared manually and mailed or issued to individuals who request them and who meet the requirements specified in 15 Del. C. On Election Day, returned absentee ballots are distributed to the polling place where the individual would normally vote to be processed. This requires a considerable amount of effort and results in inconsistencies in the way absentee ballots are counted.

Recent legislation requires that absentee ballots beginning in 2006 be counted centrally in each county.

The Commissioner of Elections and the Departments of Election are seeking an installed and

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3. BACKGROUND (continued).

configured Central Count Absentee System to automate the processes involved. The processes include: developing and producing absentee ballots for each election district, scanning the returned paper ballots, identifying and correcting ballot errors, tabulating, reporting and distributing the results to the State's Elections Management System where the results would be merged with the machine results from the State's polling places.

4. EXPERIENCE.

The vendor must demonstrate the experience to satisfy all immediate and long-term requirements for the requested system and system support.

5. SYSTEM REQUIREMENTS, PERFORMANCE and CAPABILITIES.

The system shall be used to count absentee ballots at central locations in each of the State's three counties and shall meet the following requirements in addition to those mandated by the 2002 Voluntary Voting System Standards/Guidelines:

5.1. ACCURACY.

- a. Have control logic and data processing methods to detect errors and provide a method for correcting the errors that does not include "re-making ballots;"
- b. Provide for the tabulation and reporting of write-in votes;
- c. Accommodate multi-member districts whereby multiple votes are cast for more than one position in the same election;
- d. In the event of the failure of a unit, retain a record of all votes cast prior to the failure;
- e. Shall not count overvotes;
- f. Shall record and report the number of undervotes for each office and/or question on the ballot;
- g. Shall count ballots from various Election Districts (precincts) without requiring the system to be stopped, reset, etc. when encountering a different Election District (precinct); and
- h. Shall provide a report after each batch of ballots have been counted that shows the number of ballots counted in each batch as well as the number of ballots not counted.

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5.2. AUDIT AND SECURITY.

- a. Provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods (numbers or codes used to preclude the counting of duplicate ballots shall not be considered as violating this requirement);
- b. Provide printed records regarding the opening and closing of the polls and include the following:
 - 1. Identification of election, including opening and closing date and times;
 - 2. Identification of each unit;
 - 3. Verification that all counters are set at zero; and
 - 4. Identification of all ballot fields and all special voting options.
- c. Prevent printing of results before the sequence of events required for closing of the polls are completed;
- d. Any programmable memory device shall be sealed in the unit with means of tamper detection;
- e. Allow for extraction of data from memory devices to a central host; and
- f. Provide safeguards against unauthorized tampering of any system component.

6. BUILDING ABSENTEE BALLOTS (ballot preparation and other services)

The Central Count Absentee System shall include the hardware and software required to accomplish the functions described below.

6.1 ABSENTEE BALLOT SPECIFICATIONS.

- a. For each election, the system shall provide each Department of Elections the capability to develop a database containing all necessary records and fields to build the ballots for each Election District in the county for primary, general and school elections. This includes:
 - 1. Election specific data to include global settings as appropriate;
 - 2. Political parties and appropriate logos;
 - 3. Candidates;
 - 4. Offices with links to the appropriate candidates;

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6.1 ABSENTEE BALLOT SPECIFICATIONS (continued).

5. Referendums with links to appropriate responses;
 6. Election Districts with links to the appropriate Offices; and
 7. Reporting zone, if necessary (the location from which the results will be reported)
- b. The vendor's system shall provide the capability to create new elections, retain previously defined elections, and reuse previously defined elections. Such systems shall facilitate error-free definition of elections and their associated ballot layouts.
- c. The vendor's system shall provide proof sheets for each record so that the associated information can be verified.

6.2 ABSENTEE BALLOT PROCESS.

- a. The vendor's system shall provide a mechanism for defining the ballot, including the definition of the number of allowable choices for each office and contest, and special voting options such as write-in candidates.
- b. The vendor's system shall generate all required master and distributed copies of the voting program in conformity with the definition of the ballot for each Election District.
- c. The distributed copies, resident or installed in each voting device, shall include all software modules required to monitor system status and generate machine-level audit reports, to accommodate device control functions performed by maintenance personnel, and to register and accumulate votes.

6.3. ABSENTEE BALLOT VALIDATION.

- a. The vendor's system shall provide a mechanism for executing test procedures that validate the correctness of election programming for each voting device and to insure that the ballot corresponds with the installed election program.
- b. The vendor's system shall be able to receive data electronically from the State's Election Management System and/or the Guardian system via electronic storage media or FTP in an agreed upon format that contains the information for the candidate, office, referendum, Election District and Reporting Zone. (See Data Formats 2, 3, 4 and 5 on pages 31 and 32).

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6.3. ABSENTEE BALLOT VALIDATION (continued).

- c. The vendor's system shall also be capable of transmitting accurate absentee results electronically to the State's Election Management System over the State's Wide Area Network (primary) or by modem (backup) in See Data Format 1 as described on page 31.
- d. The vendor's system shall accommodate multiple languages. The system shall allow local election officials the ability to download information from software used to translate information to the appropriate language or the system should perform translations automatically.

7. BALLOT PRINTING.

- 7.1 The vendor's system shall provide the capability for the Departments of Elections to print ballots as needed. Each Primary and General Election ballot shall conform as closely as possible to the example at Enclosures 1 and 2. The Departments shall have the capability to layout ballots in other formats such as shown on Enclosures 3 and 4 for other elections. Where the column layout shown on the example is not possible, an alternative layout may be proposed. Each ballot shall have the minimum control information in text and barcode:
 - a. Ballot style; and
 - b. Election District.
- 7.2 The vendor's system shall provide the capability to print ballots on at least 11 x 17 paper.
- 7.3 The voter shall make his/her selections by filling in an oval or rectangle located to the right of the name of the candidate.
- 7.4 Where the column format as shown in Enclosures 1 and 2 is not possible, we desire that the system shall print the appropriate party logo to the left of each candidate's name and/or the candidate's party under his/her name.
- 7.5 Where ballot paper used in the system is not a COTS product, the vendor shall provide the Departments of Elections the capability to purchase the paper directly from the vendor or the vendor's source.

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8. BACK-UP POWER.

The system shall have the capability to operate for at least 13 hours during power failures, power surges and other abnormal electrical occurrences. The vendor shall provide documentation of the backup system and its maintenance when not in use for elections. This back-up power capability shall engage immediately with no loss of data in the event of disruption of electrical connection, and power all system components. NOTE: We are willing to discuss alternatives to this requirement.

9. SPEED OF SYSTEM.

A single device (scanner or tabulator) shall count at least 50 ballots per minute.

10. ELECTION REPORTING REQUIREMENTS.

10.1. Provide printed results of the absentee votes by election district for each candidate for each office and/or each question, and cumulative results for each candidate for each office in the format specified by the State (See attachments 5 and 6).

10.2 Provide a report for each Election District that shows the offices up for election, the candidates for each office and the absentee votes that each candidate receives for use at the Board of Canvas. See Enclosure 7 for a proposed format.

10.3 Provide a report that shows the number of ballots counted along with the overvotes and undervotes for each office and for each office by Election District.

10.4. Each report shall show the name and date of the election.

10.5. Provide functionality to transmit election results via Secure File Transfer Protocol to the appropriate server over the State's wide area network (primary) and a dial-up connection (back up). (See Data Format 1 on page 31.)

10.6. Provide for the storage of election results in any version of software required, i.e., Access, Excel, Adobe, ASCII and HTML.

10.7 Provide for election results to be produced in such a manner as to allow for easy copying for paper distribution upon request.

11. SYSTEM AUDIT LOG.

The system audit log shall contain sufficient information to allow the auditing of all operations related to ballot tabulation, results consolidation, and report generation. It shall be created and maintained by the system in the sequence in which events and/or operations occurred.

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12. ACCESS TO ELECTION DATA.

Provisions shall be made for authorized access to absentee results after closing of the polls and prior to the publication of the official canvass of the vote. The system may be designed so that results may be transferred to an alternate database or device. Access to the alternate file shall in no way affect the control, processing, and integrity of the primary file or allow the primary file to be affected in any way.

13. OTHER REQUIREMENTS.

- 13.1 Devices should be transportable, without damage to internal circuitry;
- 13.2 Devices should withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry.
- 13.3 Devices should provide Election Officials with a method to immediately detect if a voting unit is not operating properly;
- 13.4 Devices should be "tamper-proof."

D. MILESTONES:

ACTIVITY	COMPLETION DATE
RFP released.	January 20, 2006.
RFP advertised.	January 23 and January 30, 2006
Mandatory pre-bid conference	February 3, 2006 at 1 p.m. Eastern Standard Time.
Written questions due	February 9, 2006 no later than 4:30 p.m. Eastern Standard Time.
Responses to written questions distributed by email and certified mail.	February 17, 2006.
Proposal Due.	March 3, 2006 at 1 p.m. Eastern Standard Time.
Public Proposal Opening	March 3, 2006 at 1 p.m. Eastern Standard Time.
Proposal Evaluation.	Completed no later than March 7 2006.
Product Demonstrations	Mar 10, 13 and 14, 2006 as required.
Vendor Best and Final	No later than March 20, 2006 at 4:30 p.m. Eastern Standard Time
Notification of successful vendor and Award Letter.	No later than March 22, 2006
Contract returned from vendor.	No later than April 12, 2006
Delivery.	No later than June 15, 2006
Training	No later than July 15, 2006

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E. GENERAL:

The vendor shall provide each Department of Elections with an installed, configured and operational vote counting system that accurately counts the votes on absentee ballots.

F. EQUIPMENT INSTALLATION, CONFIGURATION, TESTING AND CERTIFICATION:

NOTE: This document refers to hardware, firmware and software. If no firmware is involved in the proposed system, any requirement regarding firmware shall be considered null and void.

1. The vendor shall deliver and install all hardware, firmware and software necessary to build absentee ballots, print ballots, count absentee ballots and report the results by Election District at locations designated by each Department of Elections. NOTE: The Departments of Elections reserves the right to purchase COTS components that are part of the system from other vendors.
2. The vendor shall interface the absentee voting system with the State's Election Management System and if possible with the Danaher Controls Guardian Election Management System.
3. The vendor shall provide draft acceptance testing procedures for the absentee voting system, and shall assist the Commissioner of Elections and the Departments of Elections in preparing final acceptance testing procedures for the hardware, software and system.
4. The vendor shall oversee a system acceptance test involving building ballots, voting ballots, counting ballots, handling ballot errors and transmitting the results to the State's Election Management System.
5. The vendor shall provide the Commissioner of Elections written documentation that the proposed system has been certified by the National Association of State Election Directors (NASSED) as meeting or exceeding the 2002 Voluntary Voting System Standards.
6. The vendor shall put a copy of the software and firmware in escrow with an escrow agent approved by the Commissioner of Elections.
7. The vendor shall deposit a copy of the software and firmware with the NIST National Software Reference Library.
6. The Commissioner of Elections shall certify the Central Count Absentee System as acceptable for use in the State of Delaware upon:
 - a. Successful completion of the system acceptance test;
 - b. Certification that the software and firmware has been delivered to an escrow agent as specified in the contract;
 - c. Certification that a copy of the software and firmware is on file with the NIST National Software Reference Library.

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G. TRAINING AND VOTER EDUCATION:

1. The vendor shall train employees of the Departments of Elections in all phases of the system so that they are able to operate the system independently. Written guides and manuals must be provided by the vendor. The Commissioner of Election in collaboration with the Departments of Elections will approve the contents of all manuals, guides, and training materials. The training shall address but shall not be limited to, the following topics:
 - a. The overall system.
 - b. Maintaining the system components.
 - c. Building the data base and ballots for an election.
 - d. Pre-election maintenance and set-up of equipment.
 - e. Logic and accuracy testing.
 - f. System security to include safeguards to prevent and detect tampering.
 - g. Download of data base information from the State's Election Management System and/or the Danaher Controls Guardian Election Management System (if appropriate) and transmitting of election results to the State's Election Management System.
 - h. Preparing ballots for scanning or tabulation.
 - i. Procedures to follow to audit some or all of the results, in the event of a recount or in the event of a contested election.
 - j. Archive of election results for canvass, record retention, etc.
 - k. Production of reports: printing, designing and formatting.
 - l. Troubleshooting and resolution of malfunctions, etc.
2. The vendor shall provide material suitable to educate voters in marking the ballot that complies with Section 301 (a)(1)(B) (i) and (ii) of the Help America Vote Act. The material shall be provided in a form that the State can easily modify and/or incorporate in materials that are mailed to persons voting by absentee ballot.

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H. ELECTION ADMINISTRATIVE SUPPORT:

The vendor shall provide:

1. A contract administrator who shall serve as the principal point of contact between the vendor and the Commissioner of Elections and the Departments of Elections.
2. A technical support plan for the support of the absentee counting operations in each of the State's three counties;
3. On-site technical support for the 2006 election cycles that includes:
 - a. Pre-election programming and ballot set-up;
 - b. Pre-election logic and accuracy testing;
 - c. Election day support during the full hours of operation at each Department of Elections; and
 - d. Post election testing and reporting.
4. Well-trained and qualified support personnel for all activities that are the vendor's responsibility.
5. During the term of the contract and subsequent extensions, all software upgrades, as well as, all hardware and software patches to repair defects in the system, are available at no charge to the Departments of Elections.
6. Seven complete sets of user and technical documentation for all hardware and components required to operate each system printed and in an electronic format.
7. A Statewide license for the Central Count Absentee System.

I. WARRANTY:

The vendor shall provide a minimum 5 year warranty for all hardware, firmware and software provided by the vendor as part of the absentee voting system regardless of whether this warranty period for any piece of equipment and software shall extend beyond the term of this contract as described in this document.

J. MAINTENANCE AGREEMENT:

Apart from any warranty period for each piece of firmware and software provided under the contract, the vendor shall continue to maintain such firmware and software in proper operating condition for the full duration of the contract, including option periods, if exercised.

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K. POST WARRANTY MAINTENANCE AND SUPPORT:

Following the warranty period for each piece of firmware and software provided under the contract, the vendor shall continue to maintain such firmware and software in proper operating condition for the full duration of the contract, including option periods, if exercised.

L. CONTRACT OVERSIGHT AND STAFFING:

The Commissioner of Elections shall administer the contract awarded to the successful vendor from contract execution until conclusion. Vendors shall send any required reports and status updates to the Commissioner of Elections at the address listed in this offering.

M. SYSTEM MODIFICATIONS:

During the contract period, the vendor shall:

1. Submit modifications to hardware, firmware and/or software to the NASED or the EAC as appropriate for re-qualification testing and certification.
2. Apply all certified modifications to all systems in the state to maintain uniformity of the Voting System; and
3. Notify the Commissioner of Elections of any system modifications made on behalf of jurisdictions outside the State of Delaware.

N. DELIVERY:

Within sixty (60) days after the award, the vendor shall:

1. Deliver 7 copies of user manuals and technical documentation to the Commissioner of Elections.
2. Deliver 7 scanners or tabulators, 3 printers, sufficient computers and software to program and operate the system to the Departments of Elections as specified in the Purchase Order.
3. Train the Departments of Elections staff on use of the system.
4. Deliver and install the software on the computers provided or purchased as part of the system.
5. Purchase and deliver the COTS hardware required for the system unless the Commissioner of Elections purchases those components.
6. Deliver and install the tools to receive and transmit data to and from the State's Election Management System and the Guardian system.
7. Complete the system acceptance test.

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P. REPORTING AND COMPLAINT RESOLUTION:

During the period of the contract the vendor shall:

1. Report to the Commissioner of Elections and the Departments of Elections within 5 working days after a system, hardware, firmware or software system error occurs in any component of the system in any other jurisdiction that is installed in Delaware or in any jurisdiction outside of the State of Delaware. The report shall explain the issue, the potential impact on the system deployed in Delaware, corrective action(s), and the vendor's plan to correct the problem in the system deployed in Delaware. If resolution of the problem takes longer than 5 working days, the initial report shall include an estimate of when the problem shall be resolved and the required modifications installed.
2. Provide continuous and immediate access to its Contract Administrator by the Commissioner of Elections for the purpose of reporting problems with the system or any of the system's components.
3. The vendor shall provide WEB-based problem resolution tracking system for problems encountered by the Departments of Elections and jurisdictions outside of Delaware approved by the Commissioner of Elections within 60 days following award of the contract. The system shall provide the Commissioner of Elections and the Departments of Elections day-to-day access to the following information for each reported problem:
 - a. The person reporting the problem;
 - b. The jurisdiction where the problem occurred;
 - c. The problem;
 - d. The resolution of the problem;
 - e. For unresolved problems, the estimated date when the problem will be resolved.

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IV. PROPOSAL EVALUATION PROCEDURES:

A. BASIS OF AWARD:

Commissioner of Elections shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Commissioner of Elections reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. REVIEW COMMITTEE:

The review committee will consist of representatives from the Office of the Commissioner of Elections, the Administrative Directors and Deputy Administrative Directors for the Departments of Elections for each county, the Department of Technology and Information, and the Department of Finance.

C. REQUIREMENTS OF THE OFFEROR:

The purpose of this section is to assist the Review Committee to determine the ability of the company or organization to provide the services described in the application. The response should contain at a minimum the following information:

- * Brief history of the organizations, including accreditation status, if applicable.
- * Applicant's experience, if any, providing similar services. At least three references are required (See § 18 – Special Provisions).
- * Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- * Describe the methodology/approach used for this project including a work plan and time line.

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D. CRITERIA AND SCORING:

		POINTS
1.	The qualifications and experience of the persons to be assigned to the project in providing equipment/services of comparable specifications/scope and value.	50
2.	The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management personnel and other resources.	50
3.	The approach to performing the tasks set forth in the Scope of Work as expressed in the Management Summary and Work Plan. Thoroughness and completeness of the proposal relative to the requirements.	100
4.	The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP.	50
5.	The background, experience, resources, reputation, years in business and references of the company.	50
6.	The price proposal/pricing structure or Total Proposed Cost.	100
7.	The training plan relative to the requirements of this RFP.	100
8.	SOFTWARE RELATED CRITERIA	
	<ul style="list-style-type: none"> • Demonstrated experience in the development and implementation of software. 	25
	<ul style="list-style-type: none"> • Responsiveness (degree of fit) with the requirements, and apparent overall quality of proposed software, hardware, communications and services. 	25
	<ul style="list-style-type: none"> • Quality of technical environment. 	25
	<ul style="list-style-type: none"> • Degree of Interoperability with the Danaher Controls Election Management System and the State's Election Management System. 	25
	<ul style="list-style-type: none"> • Ability to demonstrate adherence to and completion of timeline requirements for installation and full implementation. 	25
	<ul style="list-style-type: none"> • Ease of customer use, accuracy, logic checking and flexibility of the computer's operating system(s) with regard to client server mode of operation, local data access capabilities, local change/modification capabilities, ease of transition, and local report writing capabilities. 	50
	<ul style="list-style-type: none"> • Reporting as specified in the requirements. 	25
9.	The accuracy and speed of counting ballots.	100
10.	Layout of ballot in accordance DE Code, Title 15, ss4502.	100
11.	Accounting for results by Election District without special handling of the ballots.	100
	TOTAL SCORE	1,000

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D. CRITERIA AND SCORING – (Continued):

Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members. The Commissioner of Elections will make the final decision based upon the information.

V. PREBID MEETING:

A mandatory pre-bid meeting has been scheduled for February 3, 2006 at 1 p.m. in the Office of the Commissioner of Elections, 111 S. West ST, Suite 10, Dover DE 19904. **This is a mandatory meeting.** If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

VI. DATA FORMATS:

1. Absentee Vote Results File

<u>Field</u>	<u>Characters – Type</u>	<u>Description</u>
RD	2 – Char	RD Number
ED	2 – Char	ED Number
Unique Device Number (APrefix)	6 – Char	Machine #
Machine (Ballot Count)Total Votes	6 – Num	Total Votes
Provisional Total Votes	6 – Num	All 0s
(List the following fields until all candidates are exhausted per office)		
Candidate Office Number	4 – Char	Office Code
Candidate Office Sequence	2 – Char	Candid Code
CandidateTotal Votes	5 – Num	Total Votes
(Place the next two fields at the end of the EDRD string)		
End of String	6 – Numerical	All 000000's
Carriage Return \n		Go to next line

2. Precinct/Office file:

<u>Field</u>	<u>Characters</u>	<u>Description</u>
Precinct Name	5	ED-RD
Office ID	4	Office

3. Precinct file:

<u>Field</u>	<u>Characters</u>	<u>Description</u>
Precinct	5	ED-RD
Precinct Name	50	Your precinct name

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VI. DATA FORMATS (Continued):

4. Office file:

<u>Field</u>	<u>Characters</u>	<u>Description</u>
Office ID	4	Office ID
Office Name	30	ex: 18 th Senatorial
District		
Tape Name	16	ex: 18 th Sen Dis

5. Candidate file:

<u>Field</u>	<u>Characters</u>	<u>Description</u>
Office	4	Office ID
Cand.Seq.Num	2	Sequential Number
First Name – Mid	15	ex: John
Middle Name	15	ex: Ann
Last Name – Suffix	30	ex: Cranshaw, Jr.
Party Affiliation	25	ex: Democrat

VII. ENCLOSURES (see below):

1. Example of a 2004 General Election Absentee Ballot.
2. Example of a 2004 Primary Election Absentee Ballot.
3. Example of a School Board Ballot.
4. Example of a referenda ballot.
5. Extract from an Election District Report.
6. Extract from a cumulative candidate report.
7. Nominal format for the single Election District Report.

OFFICIAL ABSENTEE BALLOT
REPRESENTATIVE DISTRICT ONE
PRESIDENTIAL, VICE-PRESIDENTIAL, STATE, COUNTY AND DISTRICT BALLOT
GENERAL ELECTION, NOVEMBER 2, 2004

WRITE IN	DEMOCRATIC PARTY	REPUBLICAN PARTY	CONSTITUTION PARTY	GREEN PARTY	INDEPENDENT PARTY OF DELAWARE	LIBERTARIAN PARTY	NATURAL LAW PARTY
FOR PRESIDENT and FOR VICE PRESIDENT (NOTE FOR 1)	<input type="checkbox"/> JOHN F. KERRY and JOHN EDWARDS	<input type="checkbox"/> GEORGE W. BUSH and RICHARD B. CHENEY	<input type="checkbox"/> MICHAEL ANTHONY PEROUTKA and CHARLES BALDWIN	<input type="checkbox"/> DAVID COBB and PATRICIA LAMARCHE	<input type="checkbox"/> RALPH NADER and PETER MQUEL CAMEJO	<input type="checkbox"/> MICHAEL BADNARIK and RICHARD CAMPAGNA	<input type="checkbox"/> WALTER F. BROWN and MARY ALICE HERBERT
FOR REPRESENTATIVE IN CONGRESS (NOTE FOR 1)	<input type="checkbox"/> PALL DONNELLY	<input type="checkbox"/> MICHAEL N. CASTLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR GOVERNOR (NOTE FOR 1)	<input type="checkbox"/> RUTHANN MINNER	<input type="checkbox"/> WILLIAM SWAIN LEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR LIEUTENANT GOVERNOR (NOTE FOR 1)	<input type="checkbox"/> JOHN C. CARNEY, JR.	<input type="checkbox"/> JAMES P. URSOMARSO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR INSURANCE COMMISSIONER (NOTE FOR 1)	<input type="checkbox"/> MATTHEW DENN	<input type="checkbox"/> DAVID H. ENNIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR STATE SENATE DISTRICT 2 (NOTE FOR 1)	<input type="checkbox"/> MARGARET ROSE HENRY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR STATE REPRESENTATIVE DISTRICT 1 (NOTE FOR 1)	<input type="checkbox"/> DENNIS P. WILLIAMS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR CLERK OF THE PEACE (NOTE FOR 1)	<input type="checkbox"/> KENNETH W. BOULDEN, JR.	<input type="checkbox"/> BRIAN MOORE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR COUNTY EXECUTIVE (NOTE FOR 1)	<input type="checkbox"/> CHRISTOPHER A. COONS	<input type="checkbox"/> CHRISTOPHER CASTAGNO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR PRESIDENT OF COUNTY COUNCIL (NOTE FOR 1)	<input type="checkbox"/> PALL G. CLARK	<input type="checkbox"/> ERNESTO LOPEZ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR COUNTY COUNCIL DISTRICT 10 (NOTE FOR 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR MAYOR (NOTE FOR 1)	<input type="checkbox"/> JAMES M. BAKER	<input type="checkbox"/> ROBERT BOVELL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR CITY TREASURER (NOTE FOR 1)	<input type="checkbox"/> HENRY W. SUPINSKI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR PRESIDENT OF CITY COUNCIL (NOTE FOR 1)	<input type="checkbox"/> THEODORE BLUNT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR CITY COUNCIL DISTRICT 1 (NOTE FOR 1)	<input type="checkbox"/> CHARLES POTTER, JR.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR CITY COUNCIL AT LARGE (NOTE FOR 3)	<input type="checkbox"/> CHARLES FREEL	<input type="checkbox"/> MICHAEL A. BROWN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> THEOPHILUS K. GREGORY	<input type="checkbox"/> GARY LINARDUCCI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> LORETTA WALSH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STYLE 006

OFFICIAL ABSENTEE BALLOT
REPRESENTATIVE DISTRICT NUMBER 1
STATE, COUNTY AND DISTRICT BALLOT
PRIMARY ELECTION - SEPTEMBER 11, 2004



REPUBLICAN PARTY

<p align="center">GOVERNOR (Vote for One)</p>	<p>DAVID CHARLES GRAHAM</p>	<input type="checkbox"/>
	<p>WILLIAM SWAIN LEE</p>	<input type="checkbox"/>
	<p>MICHAEL D. PROTACK</p>	<input type="checkbox"/>
<p align="center">PRESIDENT OF COUNTY COUNCIL (Vote for One)</p>	<p>GARY BOWMAN</p>	<input type="checkbox"/>
	<p>ERNESTO LOPEZ</p>	<input type="checkbox"/>
<p align="center">COUNTY COUNCIL DISTRICT 8 (Vote for One)</p>	<p>GLENN BEST</p>	<input type="checkbox"/>
	<p>ROBERT J. RILEY</p>	<input type="checkbox"/>
	<p>WILLIAM SMITH</p>	<input type="checkbox"/>

STYLE: R-002

Enclosure 2

**OFFICIAL ABSENTEE BALLOT
CHRISTINA SCHOOL DISTRICT**

**School Board Member Election
May 10, 2005**

SCHOOL BOARD MEMBER Nominating District "A" Vote for One (1)	GEORGE E. EVANS <input type="checkbox"/>
	PAUL J. FALKOWSKI <input type="checkbox"/>
	BRENDA C. PHILLIPS <input type="checkbox"/>

SCHOOL BOARD MEMBER Nominating District "D" Vote for One (1)	ARTHUR HALPRIN <input type="checkbox"/>
	BEVERLY ANN HOWELL <input type="checkbox"/>
	LORRAINE G. THOMAS <input type="checkbox"/>

PLACE AN "X" IN THE BOX TO THE RIGHT OF YOUR SELECTIONS.

**OFFICIAL ABSENTEE BALLOT
BRANDYWINE SCHOOL DISTRICT**

REFERENDUM ELECTION - MAY 24, 2005

THERE ARE FOUR (4) QUESTIONS ON THE BALLOT. PLACE AN "X" IN THE BOX TO THE RIGHT OF YOUR SELECTIONS.

AUTHORITY TO ISSUE BONDS SECTION I As explained more fully in the Notice of Special Election, this ballot item asks for your approval to issue the sale of bonds to fund renovations and new school construction. Approval will generate \$75,410,300 in state funding. - Renovations to P.S. duPont Elementary, Hanby Middle and Springer Middle. - Replacement construction of Lancashire and combined Brandywood Elementary/Bush Pre-school. - Relocation of District Office, transportation facilities, renovations to Maintenance building.	SECTION I - VOTE FOR ONE (1)
	A. FOR A BOND ISSUE AT THIS TIME. <input type="checkbox"/>
	B. AGAINST A BOND ISSUE AT THIS TIME. <input type="checkbox"/>

SECTION II As explained more fully in the Notice of Special Election, in the event that the majority of votes cast in Section 1 is for a bond issue this ballot item asks for your approval of \$13,699,200 in local funds over and above the standard state formula to: - Fully fund construction at Lancashire & Brandywood/ Bush. - Relocate Transportation Facilities.	SECTION II - VOTE FOR ONE (1)
	A. FOR THE BOND ISSUE IN THE AMOUNT OF \$63,971,700 AS RECOMMENDED BY THE SCHOOL BOARD. <input type="checkbox"/>
	B. FOR THE BOND ISSUE IN THE AMOUNT OF \$50,272,500 AS DETERMINED FROM THE STANDARD FORMULA BY THE DEPARTMENT OF EDUCATION. <input type="checkbox"/>

ADDITIONAL TAXES FOR Athletic Fields This item asks for your approval to raise the school tax rate by 4 cents effective July 1, 2005, reduced to 3.2 cents effective July 1, 2006, 2.5 cents on July 1, 2007, 1.1 cents in July 1, 2008 and 0.4 cents on July 1, 2009. As explained more fully in the Notice of Special Election, this will be used to fund enhancements for athletic fields and courts at Brandywine, Concord and Mount Pleasant High Schools, Hanby, Springer and Talley Middle Schools and PS DuPont Elementary School.	VOTE FOR ONE (1)
	A. FOR ADDITIONAL TAX. <input type="checkbox"/>
	B. AGAINST ADDITIONAL TAX. <input type="checkbox"/>

ADDITIONAL TAXES FOR Safety, Security, Energy and Maintenance This item asks for your approval to raise the school tax rate by 8.0 cents effective July 1, 2005, 1.0 cent further effective July 1, 2006 and reducing the rate to 3.3 cents effective July 1, 2007. As explained more fully in the Notice of Special Election this will be used to fund the following: - Safety and Security Enhancements at Brandywine and Mount Pleasant High Schools and Carrcroft, Claymont, Darley Road, Maple Lane and Mount Pleasant Elementary Schools as well as district-wide safety systems. - Energy Costs & Maintenance Funding.	VOTE FOR ONE (1)
	A. FOR ADDITIONAL TAX. <input type="checkbox"/>
	B. AGAINST ADDITIONAL TAX. <input type="checkbox"/>

Enclosure 4

STATE OF DELAWARE ELECTIONS SYSTEM
OFFICIAL ELECTION RESULTS
GENERAL 11/02/04
NEW CASTLE COUNTY RESULTS BY ELECTION DISTRICT
DISTRICTS REPORTING 305 OF 305 - 100 PERCENT

PRESIDENT

DISTRICT	TOTAL	DEMOCRATIC KERRY J F	REPUBLICAN BUSH G W	CONSTITUTION PEROUTKA M	GREEN COBB D K	IND OF DEL NADER R	LIBERTARIAN BAINBRICK M	NATURAL LW BROWN W F
01-01	1,002	825	168			6	3	
02-01	70	760	2		2			
03-01	784	704	43		2	2	2	1
04-01	984	905	84		1	2		2
05-01	980	757	232		3	3	3	
06-01	555	484	70			1		
07-01	261	212	48		1			
08-01	166	110	54			1	1	
09-01	1,337	1,226	105	2				1
10-01	648	502	140		1	4	1	
11-01	720	607	107		2	3	1	
DIST TOTAL	8,270	7,092	1,121	2	12	27	12	4
01-02	23	18	5					
02-02	881	839	38	1		3		
03-02	172	161	10		1			
04-02	23	10	12			1		
05-02	645	531	108	1			1	1
06-02	507	391	108			4	3	1
07-02	152	106	45				1	
08-02	246	230	15				1	
09-02	383	344	38			1		
10-02	928	610	308	2	1	7		
11-02	854	809	37	1		1	1	5
12-02	452	424	25			2	1	
13-02	450	428	21			1		
14-02	35	32	2	1				
16-02	478	363	108	2	1	4		
17-02	135	75	59			1		
DIST TOTAL	6,364	5,371	939	8	3	28	8	7
01-03	699	623	70		1	3	1	1
02-03	1,020	724	287			8	1	
03-03	184	139	45					
04-03	318	318	18				1	1
05-03	617	552	61	1		2	1	
06-03	496	434	55		1	5		1
07-03	512	430	76		1	4		1
08-03	566	498	66			2		
09-03	714	610	102			1		1
10-03	622	566	46		1	9		
11-03	316	301	12		1	1		
12-03	54	44	10				1	

E7076302
11/15/04
10:47:48

STATE OF DELAWARE ELECTIONS SYSTEM
OFFICIAL ELECTION RESULTS
GENERAL 11/02/04
ACCUMULATIVE TOTALS FOR CANDIDATES
NEW CASTLE COUNTY

ELECTIONS
E7076300
PAGE 0002

305 DISTRICTS REPORTED OUT OF 305 - 100 PERCENT
VOTER TURNOUT COUNTWIDE - 67 PERCENT

OFFICE NAME	CANDIDATE NAME	PARTY	CANDIDATE TOTAL	OFFICE TOTAL
PRESIDENT	KERRY JOHN F.	DEMOCRATIC	146,179	241,461
	BUSH GEORGE W.	REPUBLICAN	93,079	
	PEROUTKA MICHAEL ANTHONY	CONSTITUTN	176	
	COBB DAVID	GREEN	184	
	NEGER RALPH	IND OF DEL	1,336	
	BARNARIK MICHAEL BROWN WALTER F.	LIBERTARIAN NATURAL LW	435 72	
REPRESENTATIVE IN CONGRESS	DONNELLY PAUL	DEMOCRATIC	75,796	228,162
	CASTLE MICHAEL N.	REPUBLICAN	149,671	
	BARROS MAURICE J.	IND OF DEL	1,345	
	MORRIS WILLIAM E.	LIBERTARIAN	1,350	
GOVERNOR	MINNER RUTH ANN	DEMOCRATIC	129,052	233,623
	LEE WILLIAM SWAIN	REPUBLICAN	99,586	
	INFANTE FRANK	IND OF DEL	4,056	
	INFANTE FRANK	LIBERTARIAN	889	
LIEUTENANT GOVERNOR	CARNEY JR. JOHN C.	DEMOCRATIC	148,056	225,045
	URSOMARSO JAMES F.	REPUBLICAN	73,900	
	DORÉ MICHAEL R.	IND OF DEL	1,922	
	REDA JOHN M.	LIBERTARIAN	1,167	
INSURANCE COMMISSIONER	DENN MATTHEW	DEMOCRATIC	128,700	221,180
	ENNIS DAVID H.	REPUBLICAN	92,480	
STATE SENATOR DISTRICT 2	HENRY MARGARET ROSE	DEMOCRATIC	10,398	10,398
STATE SENATOR DISTRICT 3	MARSHALL ROBERT I.	DEMOCRATIC	9,343	9,343

2006 GENERAL ELECTION
NOVEMBER 7, 2006

U. S. SENATOR	SMITH DEM 7	JONES REP 6	GREEN CON	BROWN IDP 1	MILLER NLP 1
GOVERNOR	SUTTON DEM 6	HILL REP 7	SHALLENBERGER CON 2		
STATE SENATE DIST 4	FLEMING DEM 6	DUPONT REP 6	HART LIB 3		
	ETC				
	ETC				
	ETC				

STATE OF DELAWARE
Commissioner of Elections

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions shall apply and are part of each contract. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

STATE OF DELAWARE
Commissioner of Elections

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

STATE OF DELAWARE
Commissioner of Elections

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance shall be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

a. The bidder's proposal may be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

STATE OF DELAWARE
Commissioner of Elections

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Destination Freight Prepaid and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts shall be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed package, and must bear on the outside the name and address of the bidder as well as the contract number. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below.

**State of Delaware
Commissioner of Elections
ATTN: Support Services
111 S. West Street, Suite 10
Dover, DE 19904**

All proposals shall be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening shall be returned unopened.

11. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

12. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

STATE OF DELAWARE
Commissioner of Elections

13. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings shall be cause for disqualification.

STATE OF DELAWARE
Commissioner of Elections

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

Within ninety days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

5. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Commissioner of Elections as the ordering Agency.

7. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

8. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Office of Management and Budget, Commissioner of Elections of the gross amount of purchases made as a result of the contract.

STATE OF DELAWARE
Commissioner of Elections

9. **CONTRACT EXTENSION:**

The Commissioner of Elections reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination.

STATE OF DELAWARE
Commissioner of Elections

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Commissioner of Elections shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

STATE OF DELAWARE
Commissioner of Elections

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES in accordance with Internal Revenue Code Section 4253 (I), no tax shall be imposed under Section 4251 upon any payment received for services, or facilities furnished to the government of any state, or any political subdivision thereof, or the District of Columbia.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING:**

The award(s) made for specialized equipment that may legally only be used by the Commissioner of Elections or the Departments of Elections. The Commissioner is the which is the sole contracting Agency in the bid which will forward its purchase orders or credit card information to the successful bidder(s) in accordance with State Purchasing Procedures. The Office of the Commissioner will generate a payment voucher upon receipt of a qualifying invoice from the vendor.

STATE OF DELAWARE
Commissioner of Elections

SECTION D - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 11/24/03

STATE OF DELAWARE
Commissioner of Elections

PROPOSAL REPLY SECTION

CONTRACT NO. COE-2006-001

Central Count Absentee System

Please fill out the attached forms fully and completely and return with your proposal in an envelope clearly displaying the contract number to Commissioner of Elections no later than 1 p.m. Eastern Standard Time March 3, 2006. Bids will be opened as soon as possible after 1 p.m. Eastern Standard Time in the Office of the Commissioner of Elections.

A mandatory pre-bid meeting has been scheduled for 1 p.m. on February 3, 2006 in the Office of the Commissioner of Elections. **This is a mandatory meeting.** If an offeror does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

Proposals shall be submitted to:

**State of Delaware
Commissioner of Elections
111 S. WEST STREET, SUITE 10
Dover, DE 19904**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the Commissioner of Elections in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of
_____ of the County of _____ and State of _____ principal,
and _____ of _____ of the County of _____
and the State of _____ as surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or
_____ per cent (not to exceed _____ Dollars) of amount bid on Contract No.
_____ to be paid to said State of Delaware for the use and benefit of the Commissioner of
Elections _____ of said State, for which payment well
(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal
_____ who has submitted to said Agency of the State of Delaware, a certain
proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of
certain products and/or services within the said State of Delaware shall be awarded said Contract No.
_____, and if said _____ shall well and truly enter into and execute said Contract
No. _____ and furnish therewith such surety bond as may be required by the terms of said
contract and approved by said Agency, said contract and said bond to be entered into within twenty days
after the date of official notice of the award thereof in accordance with the terms of said proposal, then this
obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the
year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE
Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

CONTRACT NO.: COE-2006-001
TITLE: Central Count Absentee System
OPENING DATE: March 3, 2006

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Commissioner of Elections.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Commissioner of Elections.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS:	<u>Women Business</u>	Yes	No	<u>Minority Business</u>	Yes	No
CERT. NO. _____	<u>Enterprise (WBE)</u>			<u>Enterprise (MBE)</u>		
				<u>Disadvantaged Business Enterprise (DBE)</u>	Yes	No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

State of Delaware Minority and Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Type or Print Clearly

If you require assistance completing this form call (302) 739-7830.

1. **Federal Employee Identification Number:** (EIN) _____

Social Security Number: (If no EIN) _____

2. **Name of Business** _____

Street Address of Business: (P.O. Box alone is not acceptable) _____

County: _____ City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Fax: _____

Business E-mail: _____

3. **Contact Person:** _____ Title: _____

(Materials will be mailed in the name of the Contact Person to the Business Address)

Contact Telephone: _____ Fax: _____

4. **To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups:** (Indicate percent of ownership)

Minority Business Enterprise

Woman Business Enterprise

_____ % African American

_____ % Asian-Indian

_____ % Native Hawaiian/Polynesian

_____ % Hispanic

_____ % American Indian

_____ % Asian Pacific

_____ % Other

5. **Legal Structure of Business:** (Check one)

Sole Proprietorship

Partnership

Corporation

LLC

Other _____

6. Describe in detail, what product(s) and/or service(s) your firm provides. Attach additional page(s) and/or the company's catalog.

7. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.logisticsworld.com)

1. _____ 2. _____ 3. _____

8. Date firm was established: Month _____ Day _____ Year _____

9. Date current primary owner acquired controlling interest in firm: Month _____ Day _____ Year _____

10. Date incorporated (if firm is a corporation): Month _____ Day _____ Year _____

11. Dates of corporation amendments (if firm is a corporation): ____/____/____; ____/____/____

12. List the three largest or principal customers/accounts/contracts/projects:

Name of Company	Address, City, State	Phone/Fax
-----------------	----------------------	-----------

a. _____

b. _____

c. _____

13. Is the Business certified as a M/W/BE with any other certifying agency?

* If you answer yes to this question and are certified through any other certifying entity, please enclose a copy of your certification, complete #13 and go to page 6. Complete page 6 and mail to our office for processing.

No Yes

Name	Date Certified	Expiration Date
------	----------------	-----------------

a. _____

b. _____

c. _____

14. Identify persons or firms who provide Accounting, Legal and Banking services:

Accountant: _____ **Contact:** _____

Address: _____ **Phone:** _____

Attorney: _____ **Contact:** _____

Address: _____ **Phone:** _____

Bank: _____ **Contact:** _____

Address: _____ **Phone:** _____

15. If the business is a corporation or LLC, please list the following information:

a. Total shares authorized: _____

b. Total shares issued to date: _____

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

No Yes *(If yes, please explain)*

16. List the current Board of Directors. *(If additional space is required, submit an attached sheet)*

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
e. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

17. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

No Yes *(If yes, identity below)*

18. List names and titles of primary persons who perform the following functions:

Estimating: _____

Marketing & Sales: _____

Hiring/Firing: _____

Purchase of major items: _____

Office management and administration: _____

Financial: _____

19. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____%

Number of Shares Owned: _____

U.S. Citizen: No Yes

20. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____% Number of Shares Owned: _____

U.S. Citizen: No Yes

21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)
 No Yes

22. How did you hear about the Office of Minority and Women Business Enterprise:

08/20/03 DRR

DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

A. ALL BUSINESSES

- Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- Business Tax Returns for the past year. *(All tax returns will be returned after certification)*
- Relevant business licenses and permits.

B. Partnerships Only

- Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

C. Corporations and Limited Liability Corporations Only

- Articles of Incorporation with all amendments.
- Minutes of the last annual shareholders meeting.
- By-laws and By-law Amendments.
- Copy of most recent Stock Ledger.

State of Delaware Minority and Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

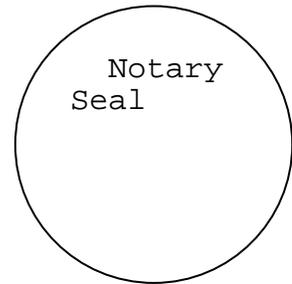
Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date



DELAWARE CERTIFICATION GUIDELINES AND INFORMATION

PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed, notarized by a Notary Public and mail with the complete application, faxed copies of the affidavit will not be accepted.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Office of Management and Budget
Office of Minority and Women
Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901**

Phone: (302) 739-7830

Fax: (302) 739-7839

Website: www.state.de.us/omwbe

MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function. A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. **AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an America Indian;
- b. **ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. **AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. **HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. **ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas;
- f. **NATIVE HAWAIIANS AND POLYNESIANS;**
- g. **ESKIMOS**

OWNERSHIP AND CONTROL

“Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
- B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
 - a. A risk of loss/share of profit commensurate with the proportional ownership;
 - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
 - Authority to sign bids and contracts
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
- The minority or women owners must possess the power to make to make day-to-day and long-standing decisions on matters of management, policy and operations. The firm must be under formal or informal restrictions (such as bylaws, partnership agreement, etc.) that limit authority of the minority and/or women owners to make decision and determine the future of the business. Minority or women owners must hold the highest officer position in their companies, example chief executive officer or president.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry”.
- The minority and women owners shall also possess the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged. While persons other than the owner(s) may have supervisory responsibilities within the company, ultimate supervision must rest in the hands of the minority and/or women owner.
- If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

- C. A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- D. Even when the company documents support the basic certification criteria, certification can be denied if the business operations do not reflect the ownership shown on paper.
- E. a) Be a for-profit business (non-profits cannot become certified)
b) Provide and be qualified to provide the goods and services for which it is being certified.
- F. If your business does not supply OMWBE with the required documentation for certification, in other words the application was submitted incomplete, the office will contact you by phone and send you a letter requesting required documentation. If you do not respond within 30 days your application will be placed in a pending file for 6 months and returned to your business as inactive. A business may resubmit the certification application at any time.
- G. If your business is certified through another Certifying organization such as the Department of Transportation, you need to complete #'s 1-7 and #14 on the Delaware Certification Application and complete page 6. You must also attach a copy of your certification and mail all documents to the OMWBE.

BENEFITS:

- Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

ELIGIBILITY:

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a "useful business function" and have customers other than the State of Delaware.

HOW TO APPLY:

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-7830.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc....)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:

Office of Management and Budget
Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901
(302) 739-7830
<http://www.state.de.us/omwbe>