

# COUNTY OF COLE – MISSOURI



## REQUEST FOR PROPOSAL

### 2022-27: ELECTION EQUIPMENT

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*

**THURSDAY, OCTOBER 20TH at 3:00 p.m. CST**

*AND RECEIVED AT:*

**COLE COUNTY COMMISSION  
311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MO 65101**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Direct Contact Name (Typed/Printed)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Office Telephone Number

\_\_\_\_\_  
Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation and all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Typed/Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# REQUEST FOR PROPOSAL

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Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

## **2022-27 ELECTION EQUIPMENT**

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:00 p.m. on Thursday, October 20, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at [www.colecounty.org](http://www.colecounty.org) or by contacting Jessica Bryant at [jbryant@colecounty.org](mailto:jbryant@colecounty.org).

NEWS TRIBUNE: September 25, Oct 2, Oct 9

Legal Notices  
Cole County Commission  
311 East High Street  
Jefferson City MO 65101

# COLE COUNTY COMMISSION

## PURCHASING

311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MISSOURI 65101

## REQUEST FOR BID

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### 1.0 OVERVIEW

- 1.1 NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein for the provision of election equipment for the Cole County Clerk's Office.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their submission titled "EXCEPTIONS".

- 1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

**Jessica Bryant**  
**[jbryant@colecounty.org](mailto:jbryant@colecounty.org)**

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about this bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure all written questions received are adequate and prompt responses. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at [www.colecounty.org](http://www.colecounty.org). All issued addenda are incorporated by reference as if fully set out herein. An addendum may contain information that could affect bid responses. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto; no other means of communications, whether written or oral, shall be construed as a formal or official response or statement.

It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. The Count assumes no liability if a respondent fails

to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

**1.4 SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall:

- Be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- Be complete and signed by an official authorized to obligate company submitting the bid;
- Include one (1) complete original bid and two (2) exact duplicates and one electronic copy.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be accepted. Responses will be time and date stamped; those received late will be determined non-responsive without exception. Late bids may be returned unopened to the respondent upon request within ten (10) business days after the bid opening. All returns will be made at the respondent's expense.

**1.5 BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers, on Thursday, October 20, 2022 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

**1.6 ADVICE OF AWARD.** Upon bid award by the Cole County Commission, award notification letters, including a bid tabulation summarizing responses received, will be sent via email to all parties submitting a response.

## **2.0 TERMS AND CONDITIONS**

**2.1 INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

**2.2 RESERVATIONS.** The right is hereby reserved to reject any and/or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the cost, terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

**2.3 MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

**2.4 VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

**2.5 RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

- 2.6 EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 RESTRICTIVE LANGUAGE.** It shall be the responsibility of potential respondents to ask questions, request changes or clarifications, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for the bid opening.
- 2.8 INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at [www.colecounty.org](http://www.colecounty.org). Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid document. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.10 EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.11 LIKE OR SIMILAR PRODUCTS.** Cole County reserves the right, at its sole discretion, to obtain like or similar products to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.12 EVALUATION & BASIS OF AWARD.** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgement the awardee appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements

of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest. Negotiations may be conducted with prospective vendors who submit proposals. County reserves the right to reject any and all proposals or waive portions thereof and to choose the proposal which best meets the needs and requirements of the County. County reserves the right to require the vendor to provide demonstrations or samples as part of the negotiations.

- 2.13 PRICES.** Prices must be stated in units of quantity specified and must be firm. Prices submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bid qualified by escalator clauses may not be considered.
- 2.14 TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.16 DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed.
- 2.17 DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.18 SHIPMENTS.** All shipments and delivered shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.19 COMPLIANCE WITH APPLICABLE LAW.** The contractor must agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by an agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of the agreement. It shall be the obligation of the Contractor to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.
- 2.20 ASSIGNMENT.** The awarded party shall not assign the contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.21 PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.22 COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

- 2.23 ANTI-DISCRIMINATION AGAINST ISRAEL ACT.** The contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the law of the State of Israel; or persons or entities doing business in the State of Israel.

### **3.0 SCOPE OF WORK**

- 3.1 PURPOSE.** The intent of this document is to establish a contract for the provision of election equipment to include optical scan precinct counters, tablets, electronic voting machines, and services and support for the Cole County Clerk's office, the local election authority, hereinafter referred to as "County" in accordance with the requirements and provisions stated herein.
- 3.2 QUALIFICATION.** In accordance with the Revised Statutes of the State of Missouri (RSMo), Section 115.225, the Secretary of State shall approve all voting systems used by the election authorities of Missouri. As such, the County will consider only those voting systems which have been qualified by the Missouri Secretary of State for use in Missouri; a complete listing of qualified systems (including full qualification, contingent qualification, and qualification with a disclaimer) is available on the Secretary of State's website at <http://www.sos.mo.gov/elections/qualsystems>. Only voting systems that have received full qualification (without a contingency) from the Secretary of State by the time of bid award will be able to enter into a final contract with the County.
- 3.3 ESTIMATED QUANTITIES.** The County desires to purchase a total of thirty-one (31) complete optical scan precinct counters- twenty-nine (29) of which will be utilized in the County's precincts and two (2) of which will remain in back-up reserve status. To that end, if the counter can be purchased independently of the ballot box, only twenty-nine (29) ballot boxes will be required. The County also desires to purchase a total of fifty-five (55) iPad and an estimation of twenty-nine (29) ADA electronic voting machines.
- 3.4 PRICE AND PAYMENTS.** All pricing shall be fully outlined in bidders' responses. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, shipping, etc.

All payments, with the exception of voting system maintenance contracts and any required maintenance and software payments shall be made in arrears based on the County's receipt and acceptance of each deliverable component of the system.

### **4.0 EQUIPMENT REQUIREMENTS**

- 4.1 GENERAL PRODUCT(S) REQUIREMENTS.**

- 4.1.1 The contractor must provide a voting system that meets the requirements of HAVA and Section 115.225 of the Revised Statutes of Missouri and any administrative rules pertaining to voting equipment in Missouri.
- 4.1.2 Only those voting systems fully qualified by the Secretary of State for use in Missouri shall be provided by the contractor. The County reserves the right to negotiate amendments to the contract to incorporate new models of the voting system that may become available and qualified after the contract is awarded.
- 4.1.3 The contractor must provide a voting system that includes all necessary equipment, hardware, firmware, software, services and support to Cole County. This shall include but not be limited to all microcomputers, printers, peripherals, hardware connector cables, cabling, operating system software, software applications, training, training manuals, maintenance, maintenance manuals, and technical support required to provide a fully functional voting system.
- 4.1.4 All equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable.

## **4.2 FEDERAL VOTING SYSTEM STANDARDS.**

- 4.2.1 At no additional cost to the County, the contractor shall provide software modifications to retrofit and/or upgrade the voting system to conform to any new federal voluntary voting systems guidelines, including access standards, as certified by an independent testing authority, during the contract period. At terms and pricing mutually agreed to between the contractor and the County, the contractor shall provide hardware modifications to retrofit and/or upgrade voting systems to conform to any new federal voluntary voting systems guidelines, including access standards, as certified by an independent testing authority, during the contract period. The contractor is encouraged to provide such retrofits and/or upgrades upon adoption of voluntary voting system guidelines by the EAC and shall be required to provide such retrofits and/or upgrades when such guidelines become effective. Such retrofits and/or upgrades shall be based on mutually agreed upon terms and prices unless otherwise agreed by the contractor to be provided at no additional cost to the County under this contract.

## **4.3 SPECIFIC PRODUCT(S) REQUIREMENTS.** Provide a general overview of the proposed solution including use at the polls, ease of use by voters, poll officials, results accumulation/reporting and security/audit capabilities.

Describe, in detail, the Election Equipment and the interface capabilities with the election database system, the Election Day optical scan system, absentee mail ballot system, absentee-in-person system, the results accumulation and reporting system. The proposed solution must be able to incorporate coding and reporting in the same software package.

- 4.3.1 **Optical Scan Precinct Counters and Scan System.** The precinct county optical scan system must meet the following requirements. Provide a descriptive response to the following requirements:
  - a. The contractor shall provide optical scan precinct counters including all supplies, keys, power cord, data cards (such as PCMCIA cards), ballot boxes, all firmware required to operate the system, and any other supplies, materials and documentation required to operate the system, unless otherwise specified.
  - b. The unit is a voter initiated, poll level based unit.



- c. The source document is a paper ballot. The ballots permits election information to appear on both sides but does not require two-sided printing should all election information appear on only one side of the ballot. Provide details on ballot size, number of voting positions, columns, and ballot layout flexibility.
- d. The unit must provide an error report/audit log with date and time of each event.
- e. The individual units are interchangeable with each other and employ a removable memory device. Describe the memory device.
- f. The unit has the internal capability of performing self-diagnostics that identify any unit malfunctions. Each system has provisions for verifying its proper preparedness for an election and that both hardware and software are operating correctly.
- g. The unit plugs into a standard three prong (110/220V) grounded electrical outlet.
- h. The unit includes that ability to guard against tampering and unauthorized access. The design prohibits unauthorized access to any of the data associated with these processes.
- i. The device must allow the ballot to be returned to the voter within five (5) seconds without voter intervention in case the insertion triggers a reject condition set by the County. The voter must be provided with an on screen explanation of the anomaly and a printed message describing the reject condition in all races affected.
- j. The device must accept a full-size ballot and a ballot marking ballot without any adjustments to the device feed path.
- k. The device must have at least three redundant storage device locations within. Please explain the redundancy of record storage.
- l. Explain the Audit Log and reports available.
- m. The ballot boxes must be nestable at least four (4) high.
- n. The device must be able to accommodate early voting on each device without limitation.

**4.3.2 ADA Voting Machines.** The County is seeking to purchase an estimated amount of twenty-nine (29) ADA Voting Machines. The County is not obligated to purchase all twenty-nine (29), it may be a lower quantity if desired. The ADA system must meet the following requirements. Provide a descriptive response to the following requirements:

- a. The contractor shall provide ADA accessible voting machines including all supplies, keys, power cord, data cards (such as PCMCIA cards), voting booths, backup batteries, chargers, all firmware required to operate the system, and any other supplies, materials and documentation required to operate the system including any equipment required for the VVPAT, unless otherwise specified. In addition, accessible voting machines shall include headphones, keypads, or any other peripherals/components necessary to use the accessible features.
- b. Pursuant to Section 115.225 RSMo, the accessible voting systems must include a Voter Verifiable Paper Audit Trail (VVPAT) and be certified by an independent testing

authority under the 2002 Voting Systems Standards as required in the state qualification process.

- c. The BMD (ballot marking device) must be a universal voting device which ensures all voters possess the same opportunity to independently cast his or her vote independently and in the same manner as a sighted voter.
- d. The BMD must be configured to operate without assistance provided by the poll worker in selecting the accessibility feature(s) for the voter.
- e. The BMD must provide both audio and visual ballot information at the same time.
- f. The device must utilize Google Voice as the Audio source.
- g. BMD must work with a sip n puff and/or two-way paddle device and other Binary devices.
- h. The BMD must offer Screen Reader functionality for the voters who request level of functionality.
- i. The device must accept a bar code ballot identification printed from the Poll Book to initialize the voting process.
- j. The device must allow specific voter ballot preferences be included in the ballot initialization bar code.
- k. The device must employ common mobile application navigation tools for us by sighted and non-sighted voters.
- l. The BMD must require that the voter view all races and candidates before printing ballot. Explain how this is accomplished.
- m. The device must allow the voter to spoil their ballot prior to insertion or scanning.

4.3.3 **E-POLL BOOKS .** The County is seeking to purchase fifty-five (55) E-Poll Books (portable electronic devices) with the iPad 9<sup>th</sup> Generation tablet (64GB). Each E-Poll Book must come with a Stand, Styluses, Carrying Case, and Thermal Printer. The E-Poll Books must meet the following requirements. Provide a descriptive response to the following requirements:

- a. Reduce the process time of voters by poll workers.
- b. Provides required information to verify a voter's identity and address.
- c. Searchable by name, date of birth, or several other ways.
- d. Captures voter history in a way compatible with the file layout requirements of MCVR (The Statewide Voter Registration System).
- e. Help prevent or correct errors made by providing an easy-to-follow process flow.
- f. System operates fully during a power outage.

- g. Generates interim reports without suspending registration operations.
- h. Data be recovered quickly from an EPB that has fully failed during operations.
- i. Using server synchronization.
- j. Using peer to peer synchronization.
- k. The system can be configured to allow a voter after an override code has been provided. This code should only be given to authorized personnel.
- l. The system is capable of supporting vote centers by allowing for voter lists from multiple precincts.
- m. Within a polling place, the electronic portable devices communicate with each other instantly using peer-to-peer syncing. P2P has the ability to use Bluetooth, ad hoc Wi-Fi and infrastructure Wi-Fi (either individually or with any combination of the three broadcasts) to communicate additions, modifications, and check-in data instantly between devices.
- n. Updates to voter data are securely transmitted via encrypted web traffic approximately every two minutes using secure servers hosted on Amazon Web Services. Data is synced on a two-minute cycle, enabling administrators to view vote check-in data in near real time.
- o. The E-Poll Book clearly marks a voter's record as "Voted", "Absentee Sent", or "Absentee Received".
- p. Registration data including voter's name, address, date of birth, and precinct information as well as election specific settings. All information is encrypted at rest and in transit.
- q. System uses the iPad's capacitive touchscreen, along with a stylus, to capture a voter signature during the check-in process. Each signature captured will be stored as a .png file and may be viewed in ePulse for individual verification or mass upload into the voter registration system. All signatures are saved in an election specific database, in perpetuity, for archival, reporting and referential purposes in common file formats. The E-Poll Book can also be configured to have existing voter signatures on file for a comparative look. The signatures can be viewed on the E-Poll Book for immediate validation by an election worker or judge.
- r. E-Poll Books have the ability to use its built-in camera to scan any form of ID that includes a bar code. Including the bar code on a Missouri driver's license or state ID card for check-in.
- s. The system provides tools for precinct management, tools/capabilities for management of EPBs, poll workers, and polling places. Also must provide election night reporting, up-to-the minute voter turnout statistics, and contains additional modules for inventory tracking, issue tracking and management, and video messaging.

- t. After the election, the data is manually transferred from each portable electronic device via the Voter History Upload option within the device's Tools and Settings section of the device Menu list.
- u. The system must have a polling place information for voters who appear at the wrong location.
- v. The system must time stamp significant activities such as time of voter check-in.
- w. Procedural or process controls are included that will aid the poll worker for each situation they may encounter.
- x. Data must be stored with a high percent of data durability and is stored encrypted at rest and in transfer.
- y. Must allow for poll workers to sign in on election morning, for tracking the oath of office and payroll.
- z. Must have the ability to install and search street files that will provide the polling place data for a particular address, including ballot style for each address.
- aa. Must have the ability to process voter name changes and address changes
- bb. Must have the ability to process Provisional Voters.
- cc. E-Poll Books cannot require USB or removable memory cards for use.

4.3.3.1 **E-POLL BOOKS PRINTERS.** The County is seeking to purchase an estimated amount of 55 (fifty-five) Bluetooth printers for the E-Poll Books. The County is not obligated to purchase all 55 (fifty-five), it may be a lower quantity if desired. The Bluetooth printer must be a receipt printer for printing check-in logs, check-in slips, and more.

4.3.4 **BALLOT PRINTING STATION.** The County is seeking to purchase two ballot printing stations. The Printing Station must meet the following requirements. Provide a descriptive response to the following requirements:

- a. Once a voter checks in on the portable electronic device, their ballot will automatically be printed with no additional steps needed.
- b. Optional cart provides an all-inclusive design for housing the Poll Print setup, but also E-Poll Books, toners, paper, etc.
- c. All transmissions are encrypted both on the physical layer and the data layer during communications.
- d. Data must be encrypted at rest on the iPad to prevent access even in the event of a device being stolen or lost.
- e. A separate server iPad is hardwired into the printer, eliminating AirPrint.
- f. Batch printing capabilities for vote by mail ballots, ballot remakes, and shortages.

- g. Individual printing for early voting and in-person voting.
- h. Utilized the E-Poll Books interface.
- i. High capacity printer, ability to accommodate up to a 22 inch ballot, auto duplex if needed.
- j. Optional battery backup.

#### **4.4 SYSTEM REQUIREMENTS.**

- 4.4.1 ABSENTEE IN-PERSON VOTING SYSTEM.** Provide a general overview of the proposed solution including use at the Absentee In-Person Voting locations, ease of use by voters, poll officials, results, accumulation and reporting.
- 4.4.2 ABSENTEE MAIL SYSTEM.** Provide a general overview of the proposed solution including ballot processing speed, ability to read folded mail ballots, ease of use by election officials, results accumulation and reporting.
- 4.4.3 SOFTWARE FUNCTIONALITY.** Provide a general overview of the proposed software solution including what functionality is standard or optional. Provide a detailed response to the following:
  - a. The system shall include all necessary provisions for security and access control.
  - b. The software includes the capacity for the creation of newly defined elections, for the retention of previously defined elections and for the modification of a previously defined election.
  - c. The system ensures that ballots are properly formatted for each precinct within the jurisdiction.
  - d. The system allows for text, which appears on multiple ballot styles to be entered only once into the system.
  - e. The system provides the ability to design ballots. System should allow for offices, candidates and questions to be easily moved within columns, across columns and between front and backsides of ballots. In addition, office text, candidates and questions can be easily modified.
  - f. The ballot definition system provides for the logical definition of the ballot, including the definition of the number of allowable choices for each office and questions.
  - g. The ballot definition system provides the ability to assign identifying codes or marks uniquely associated with each format.
  - h. Describe the process for preparing the voting systems' memory devices.
  - i. Describe the process for accumulating and reporting results from Election Day precincts, and absentee in-person voting.

- j. Discuss the specific software modules necessary to record and process tabulated votes.
- k. Election night reporting module; Linux compatible and completely upgradeable to other versions.
- l. All firmware, drives and software necessary for system to be completely operational shall be noted and included.
- m. The system must include Rank Choice Voting (RCV) in the certified version.
- n. The system must be a single database system. Explain the benefits of the system architecture.

#### **4.5 ESCROW AGREEMENT.**

*4.5.1* The contractor must provide voting systems with the exact source code as was evaluated and qualified by the Secretary of State. At any time, upon the request of the County, the contractor shall provide source code data to prove an exact match. The contractor must execute an escrow agreement with an escrow agent for the contractor's source code for each system fully qualified by the Secretary of State's Office. At a minimum, the agreement must:

- a. Identify an escrow agency;
- b. Provide the software source code for all voting system components in a minimum of two formats (one human readable and one machine readable) to the escrow agent;
- c. Provide the software documentation to the escrow agent;
- d. Contain a statement confirming that the County, within seven (7) days of the occurrence of one of the following events, receive full access to the source code and unlimited rights to continue using and supporting the software at no cost to the County should the vendor:
  - i) Become insolvent; or
  - ii) Make a general assignment for the benefit of creditors; or
  - iii) File a voluntary petition of bankruptcy; or
  - iv) Suffer or permit the appointment of a receiver for its business or assets; or
  - v) Become subject to any proceeding of bankruptcy or insolvency law, whether foreign or domestic; or
  - vi) Wind up or liquidate its business voluntarily or otherwise and the State has reason to believe that the vendor will fail to meet future obligations; or
  - vii) Discontinue support of the provided products or fail to support the products in accordance with its maintenance obligations and warranties.
- e. Contain a statement agreeing to notify in writing the ITA that qualified the system, giving the County full access to "final build", records and test results related to the qualification tests at no charge to the County; and

- f. Contain a statement agreeing that the escrow will stay in place throughout the contract and any subsequent option years, as well as warranty and post-warranty periods at no cost to the County.

4.5.2 In addition to the escrow terms required in Section 4.4.1, the contractor shall require that the escrow agent:

- a. provide to the County written confirmation that the source code deposited in escrow by the contractor is identical to the source code for the system that received full qualification by the Secretary of State's office. This initial verification and written confirmation must be completed and received by the County no later than seventeen (17) days after the date of contract award; and
- b. provide to the County written confirmation that the source code deposited and maintained in escrow by the contractor is identical to the source code for the system that received full qualification by the Secretary of State's office upon request by the Secretary of State's office or the County during the contract period and during each contract renewal period. Such written confirmation shall be received by the County no later than twenty-four hours of the date of the request; and
- c. not hold or exercise any direct or indirect financial interest in the contractor. If the escrow agent develops a financial interest in the contractor, the escrow agent shall (1) advise the contractor of the financial interest, (2) notify the Secretary of State's office and the agency of the financial interest immediately, and (3) transfer the deposited materials to another certified escrow agency which has no financial interest in the contractor within ten (10) days of such notification.

4.5.3 The contractor shall not hold or exercise any direct or indirect financial interest in the escrow agent. If the contractor develops a financial interest in the escrow agent, the contractor shall (1) advise the escrow agent of the financial interest, (2) notify the County of the financial interest immediately, and (3) transfer the deposited materials to another certified escrow agency in which the contractor has no financial interest within ten (10) days of such notification.

4.5.4 The contractor shall provide to the County Clerk's office a finally executed escrow agreement no later than ten (10) days after the date of contract award.

## **4.6 ACCESSIBILITY.**

4.6.1 Section 191.863 of the (RSMo) requires agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards ([www.oit.state.mo.us/policies/accessibility.html](http://www.oit.state.mo.us/policies/accessibility.html)) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; [www.itic.org/policy/508/Sec508.html](http://www.itic.org/policy/508/Sec508.html)) or other comparable document.

4.6.2 The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that was specified in the contractor's response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost. The contractor shall indemnify and hold harmless Cole County from any claim arising out of the contractor's failure to comply with the aforementioned requirements.





## **5.0 PERFORMANCE REQUIREMENTS**

**5.1 SETUP AND INSTALLATION.** The contractor shall provide, upon request of the County, operational support for the voting system resulting from this contract. This shall include system setup (configuration, programming, etc.) and any required installation support.

### **5.2 TRAINING.**

5.2.1 The contractor must provide training required for the successful operation of the voting system provided to the County by the contractor. Training shall cover every function from troubleshooting techniques to Election Day polling place procedures. The County and the contractor shall mutually agree on the training required for successful operation.

5.2.2 The Contractor's training must include initial training for election officials and poll workers, as well as any subsequent or additional training requested by the County.

5.2.3 Election officials must have sufficient training so as to operate the voting systems without the continuous assistance from the contractor. A minimum of one (1) full day of training shall be provided to the County Clerk and staff prior to acceptance testing with an additional one (1) full day of post acceptance training. Training shall consist, at a minimum, of the following:

- a. Ballot preparation
  - Ballot rotation
  - Ballot styles within precinct
- b. Using software and other equipment in preparing for
  - In-house ballot layout, tabulation programming and other services and/or
  - Contractor-prepared ballot layout, tabulation programming and other services and/or Local printer to provide ballots
  - Reporting election results (designing reports, formatting data including in HTML format)
- c. Supplies and facilities (i.e., power, appropriate environment, etc.) needed for
  - Each election
  - Maintenance
  - Proper Storage of equipment between elections at County facilities
- d. Preparing staff to set up voting systems for an election
  - Error messages and the appropriate responses
  - Trouble shooting if system malfunctions
  - Documentation of process followed (checklists)
  - Methods of ensuring accuracy of precinct results
  - Testing
  - Routine maintenance (and where desired, detailed maintenance)
- e. Logic and accuracy tests
  - Creating a test deck
  - Possible causes of discrepancies
- f. Polling place preparation
  - Environmental needs of equipment (power source, telephone lines, temperature, humidity)
  - Arrangement of equipment for efficiency and voter privacy

- g. Election day operation of equipment
  - Poll worker duties
  - Error messages and appropriate responses
  - Equipment malfunctions and appropriate responses
  - Rejected ballots
  - Abandoned ballots
  - Printing election results
  - Tabulation of write-in votes
  - Electronic transmission of election results, including web postings (and compiling those results when received), if applicable
- h. Post-election care of equipment
  - Preparation of storage
  - Preservation of all required materials and data
- i. Recounts
  - Preparation for recounts, if necessary
  - Internal audit records-how to obtain and use the information, votes machines only

5.2.4 Poll worker training will be required upon request of the County. A minimum of two (2), 2- hour training sessions shall be provided to the County and anyone else deemed appropriate by the County. Training shall consist of, at a minimum, the following:

- a. Operation of the voting system from preparation for voting to transmission of results (start to finish)
- b. Printing of zero counts before the poll open
- c. Opening the polls
- d. Assisting voters who require help while in the voting process
- e. Troubleshooting methods to quickly identify and resolve problems
- f. Immediate determination of device problems
- g. Using the battery back-up during electrical failure
- h. Closing the polls and producing results in any of the methods available for that particular device
- i. Proper operation and security for election transmission of election results (if applicable)
- j. Proper securing of equipment.

5.2.5 The contractor's training must be provided on site at Cole County. The contractor may offer and provide alternative methods for providing training and locations if the County agrees to such an offer in writing.

5.2.6 The contractor must provide all manuals for staff designated for training. In addition, the contractor must provide well designed, accurate, and voter friendly brochures describing to the

voters how the voting systems are operated. All types of reusable training materials (i.e. manuals, videos, CD ROMs, etc.) available must be provided.

- 5.2.7 At the request of the County, the contractor shall provide for additional training sessions. The contractor may be reimbursed for actual and reasonable expenses on a per diem basis. At the request of the County, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage, etc. to the County.
- 5.2.8 If system changes/upgrades/enhancements/new releases to the software are made that require additional training or at the request of the County, then the contractor shall provide the additional training needed for the successful operation of the software at a price mutually determined. Updated manuals/user-guides shall be provided to the County at no charge.

### **5.3 ACCEPTANCE TESTING.**

- 5.3.1 The contractor's three (3) year warranty shall provide all parts and labor necessary to maintain the system in 100% operational capacity in accordance with its documentation. The warranty period shall not begin until all contractually obligated acceptance testing has been performed, acceptance testing documentation has been delivered to the County, and a ten (10) day acceptance service usage test period has passed. The service usage test period shall commence within thirty (30) days of the delivery of all voting systems purchased by the County and shall confirm that the major system components can perform in a continuous 100% operational capacity without either hardware or software failure in accordance with its documentation. If, for any reason, the system should have any failures of hardware or software during this ten (10) day acceptance service usage test period, the contractor shall repair the defect and the service test shall commence again from the beginning. Testing shall be considered successfully completed when all programs and user interfaces are copied to and initialized/compiled on the voting systems and it has been demonstrated that the application software executes properly in the agency's operating environment.

### **5.4 WARRANTY.**

- 5.4.1 The contractor must provide a minimum three (3) year warranty for the contractor's voting system including equipment, hardware and software. During the term of the warranty, all equipment, hardware, software and firmware updates, as well as equipment, hardware, software and firmware patches to repair defects in the contractor's system, must be provided in a reasonable amount of time at no additional charge to the County. In addition, these updates and patches must be compatible, as mutually agreed to by the County and the contractor.
- 5.4.2 Warranty shall commence upon installation and successful completion of acceptance testing.
- 5.4.3 This warranty commencement period shall apply to new models of voting systems incorporated pursuant to paragraph 4.1.2.
- 5.4.4 This warranty does not apply to any third party products, except to the extent permitted by the manufacturers of third party products, the contractor shall pass through to the licensed agency all warranties such manufacturers make to the contractor regarding the operation of such third party products.
- 5.4.5 The contractor warrants that all contractor products will interface and function properly with the third party products so long as the third party products operate in compliance with all applicable manufacturers' warranties and meet the contractor's specifications as provided to the County.

## **5.5 WARRANTY OF CONTRACTOR CAPABILITY.**

- 5.5.1 The contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings or pending investigations against it that could threaten performance of this contract, and that the contractor is a validly organized entity that has the authority to enter into this contract. The contractor further warrants it is not prohibited by any loan, contract, financing arrangement, non-compete agreements, trade covenant, or similar restriction from entering into this contract.
- 5.5.2 No individual who owns a control interest defined as 5% or more of the voting stock or other equity interest in the contractor or who is a corporate officer, member of the Board of Directors, or otherwise involved in the day to day management or operation of the contractor shall have been convicted or pled guilty, whether or not sentence is imposed, of an election-related offense or felony. If such conviction or plea of guilty occurs during the contract period or during any contract renewal period, the contractor shall notify the County and the Secretary of State's office within twenty-four (24) hours of such conviction or plea; and, this contract may be subject to immediate contract termination in addition to any other remedies available pursuant to this contract.

## **5.6 MAINTENANCE/TECHNICAL SUPPORT.**

- 5.6.1 Hardware: The contractor must provide onsite maintenance services or provide a means by which the County can easily and cost effectively have hardware serviced, including preventive and remedial maintenance as well as all parts and labor for all hardware provided. The contractor should provide additional support services for hardware trouble shooting and tuning purposes.
- 5.6.2 Software: The contractor must provide maintenance (e.g. upgrades/new releases) and technical support for all software provided, including ongoing telephone support, problem determination, and resolution.
- 5.6.3 So long as the agency pays the software maintenance fees in accordance with the contract, the contractor shall provide to the County all generally publicly available improvements and additions to the functionality, as well as new functions, of the licensed software and provide the maintenance services as specified herein. The contractor shall maintain the licensed software so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor, including specifications for the performance of all improved or modified versions of the licensed software which the County has been licensed to use. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this contract discovered by the agency or otherwise made known to the contractor. In addition, the contractor shall notify the agency if an issue or problem arises in another jurisdiction where the voting system is in use. The contractor agrees to respond to the County's inquiries regarding the use and functionality of the solution as issues are encountered by authorized users.
- a. The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by the agency. The County reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

1. Severity Level 1 shall be defined as urgent situations, when the agency's production system is down and the agency is unable to use the Licensed Programs, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business days, unless otherwise authorized in writing by the agency or unless the problem occurs on an Election Day. Any problem occurring on an Election Day is defined as a Severity Level 1 problem. In the instance of a problem occurring on an Election Day, the contractor shall return the agency's call within one-half (1/2) hour and shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) hours on Election Day.
2. Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the agency's environment. The Licensed Program may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response). Any problem occurring within a two (2) week period before or after an election is defined as a Severity Level 2 problem. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed three (3) business days, unless otherwise authorized in writing by the agency.
3. Severity Level 3 shall be defined as a minor problem that exists with the Licensed Programs but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business days, unless otherwise authorized in writing by the agency.
4. Severity Level 4 shall be defined as a very minor problem or question that does not affect the Licensed Programs' function (for example, the text of a message is worded poorly or misspelled). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible, which on average shall not exceed twenty-two (22) business days, unless otherwise authorized in writing by the agency.
5. General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the

initial call; however if such staff is not immediately available, the contractor shall return the agency's call within five (5) business hours.

- o. The contractor's failure to meet call back, on-site, and/or problem resolution response times in compliance with section a. above may result in withholding of payments at the sole discretion of the County for invoices due to the contractor until resolution of issues/problems have been achieved or may result in the cancellation of the contract. The County shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of the contract. The contractor acknowledges and agrees that such delayed payment of invoices shall in no way impair the obligation or liability of the contractor to perform according to the terms of the contract. Late payment fees shall not be assessed or payable for such delayed payment of invoices due to contractor's repeated failure to meet the response times. Should the contract be cancelled by the state, the contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the agency pursuant to the contract prior to the effective date of termination.
  - 1. On-site Response Time: On-site response time is defined as the total elapsed time from when it has been mutually determined between the contractor and the agency that an on-site technician is necessary to until the time when the contractor's qualified service technician is present on site at the calling agency's location.
  - 2. Problem Resolution Response Time: Problem resolution response time is defined as the total elapsed time from when the contractor's qualified service technician has been contacted by the County and the software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.
- p. The contractor shall not be liable for delayed delivery of goods or services to the agency, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor.
- q. The contractor shall not be responsible under the terms and conditions of this contract for any problem due to acts or omissions by the County or a third party including the failure to incorporate all error corrections or changes in a timely manner. Such problems include those that arise from the failure of third party products, installation of the licensed software on hardware that was not approved by the contractor, or improper use of the licensed software or hardware upon which it is installed. The contractor and the County shall mutually agree to terms including costs to resolve such a problem.
- r. The contractor shall not be responsible to repair or replace product components that are consumed in the normal course of operating the product (e.g. printer ribbons, paper rolls, batteries, and etc.) or to repair any product from which the serial number has been removed or altered.
- s. The contractor and the agency may mutually determine that a product is in such poor condition that it cannot be practically restored to normal working conditions. If such a determination is made, the contractor will no longer be required to provide maintenance for such a product.

- t. The contractor shall not be responsible under the terms and conditions of this contract for a defect or a malfunction that occurs in any product as a result of accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by the contractor.
- 5.6.4 The contractor shall agree and understand that the County reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.
- 5.6.5 The contractor must provide toll free technical support Monday through Friday, 8 a.m. to 5:00 p.m. central time, excluding state holidays, except on an Election Days when the contractor must provide toll free technical support 24 hours/day.

## **5.7 INVENTIONS, PATENTS AND COPYRIGHTS.**

- 5.7.1 The contractor shall report to the County promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 5.7.2 The County agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the County under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the County on such issue in any suit or proceeding defended by the contractor. The County agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the County notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the County becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the agency the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the County, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the agency, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the County by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 5.7.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the County in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

## **5.8 REPLACEMENT OF DAMAGED PRODUCT.**

- 5.8.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the agency. This includes all shipping costs for returning non-functional items to the contractor for replacement.

## 5.9 SYSTEM SUBSTITUTION/DISCONTINUANCE.

- 5.9.1 The contractor shall provide the specific brand/model of voting system awarded. The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the County.
- 5.9.2 The County reserves the right to allow the contractor to substitute any new system offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the system under contract and if the prices are equal to or less than the contract prices and provided that the system has been qualified for use in Missouri by the Secretary of State. The contractor shall not substitute any system(s) without the prior written approval of the County.
- 5.9.3 In event of manufacturer discontinuation, the contractor shall substitute system(s) with equal or better capabilities for equal or less cost than the discontinued system(s) provided the product has been qualified for use in Missouri by the Secretary of State. The contractor shall not substitute any discontinued system(s) without the prior written approval of the County.

## 5.10 SYSTEM MODIFICATIONS.

- 5.10.1 If the contractor makes any changes to the a system which is subject to this agreement, subsequent to the date of examination and certification, by an independent testing authority (ITA) it must immediately notify both the Secretary of State and the relevant ITA in writing. Upon failure to do so, the Secretary of State may decertify the voting system in the State of Missouri. The Secretary of State will determine, in its sole discretion, whether re-certification of the system is necessary.

## 5.11 INSURANCE.

- 5.11.1 The awarded vendor shall furnish the County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
- a. **Workers Compensation and Employer's Liability:** Worker's Compensation Statutory in compliance with the Compensation law of the State and Employer's Liability Insurance with a limit no less than \$1,000,000.00 each accident.
  - b. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not limited to, the following coverage.
    1. Premises – Operations
    2. Products and Completed Operations
    3. Board Form Property Damage
    4. Contractual
    5. Personal Injury
  - c. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.





## **6.0 RESPONSE FORMAT**

To facilitate efficient evaluation, respondents must submit proposals in a format that corresponds with the sections outlined below. Respondents should prepare their response in a concise but thorough manner. After responses have been short-listed, additional information may be requested.

### **Section 1: Fully Execute Cover Page (page one of this document)**

### **Section 2: Pricing.**

- A. Required Pricing, Itemized.** The County shall assume that absolutely no other costs, charges, or fees, will be assessed to the agency whatsoever, and that no other costs exist to satisfy the requirements stated herein. Therefore, the contractor shall be responsible for any additional costs. The contractor must use the Pricing Sheet attached to the RFP. If the contractor wishes to not put a bid on an item, simply put “NA” on the pricing sheet.
- B. Optional Pricing, Itemized.** The products and services offered to satisfy the requirements of this RFP must be stated in Section 2A of the bid response. Any additional items, features, enhancements, etc. for the systems, hardware and software may be offered and priced and marked as “optional”.
- C. Ballot Programming Costs**
- D. Cost of Ballots and Printing**
- E. Other Costs associated with elections**
- F. Annual Maintenance Agreements, outline all terms and conditions**

*\* The contractor shall be responsible for any additional costs which are not fully disclosed in their proposal in the appropriate section.*

### **Section 3: Warranty Information**

### **Section 4: Repair Process and nearest repair site to Jefferson City, MO**

### **Section 5: Service Agreements Coverage**

### **Section 6: Proposed Voting System Specifications and Information**

### **Section 7: Exceptions (Refer to Section 2.6)**

### **Section 8: State validity period of proposal**

### **Section 9: Anti-Collusion Statement**

# ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
 \_\_\_\_\_being first

duly sworn, deposes and says that he is \_\_\_\_\_  
 (title of person signing)

of \_\_\_\_\_

\_\_\_\_\_  
 (Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) \_\_\_\_\_

(BY) \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

## 2022-27 ELECTION EQUIPMENT

### SECTION 2: PRICING

ITEM	UNITS	UNIT PRICE	EXTENDED PRICE
<b><u>HARDWARE</u></b>			
<b>Optical Scan Precinct Counters &amp; Scan System</b>	31		
Includes Transport Media, paper roll, firmware, one year warranty, ballot box, case			
<b>ADA Voting Machines</b> (not obligated to purchase the full 29 machines)	29		
Includes headset, keypad, firmware, case, one year warranty			
<b>E-Poll Books - iPad 10.2 inch tablet</b>	55		
Precinct Central Software License	55		
Flip & Share Stand	55		
Transport & Carrying Case	28		
10 foot Apple Lightning Charging Cable	55		
Annual License: Precinct Central Software License	55		
<b>Bluetooth Printer</b> (not obligated to purchase the full 55 devices)	55		
<b>Ballot Printing Station</b>	2		
Optional - Cart			
Optional - Backup Battery			
<b>Freight</b>	115		
<b>TOTAL HARDWARE PURCHASE PRICE</b>			
<b><u>SERVICES</u></b>			
<b>Implementation Services</b>			
Includes project management, installation, and acceptance testing			
<b>Equipment &amp; Software Training</b>			
Includes staff training on equipment & software, PEO training (2 days) for first			

election			
<b>Election Day Support</b>			
Includes a representative on-site for the first election			
<b>TOTAL SERVICES PRICE</b>			
<b><u>ANNUAL SOFTWARE AND FIRMWARE LICENSES</u></b>			
Software License	1		
Firmware License	31		
Tablet Firmware License	55		
<b>TOTAL ANNUAL SOFTWARE &amp; FIRMWARE LICENSES</b>			
<b><u>ANNUAL MAINTENANCE/EXTENDED WARRANTY</u></b>			
Software Annual Maintenance	31		
Tablet Maintenance	55		
<b>TOTAL ANNUAL MAINTENANCE/EXTENDED WARRANTY</b>			